

OLD AGREEMENT  
TO SALE

# भारतीय गैर न्यायिक

पचास  
रुपये

रु. 50

FIFTY  
RUPEES

Rs. 50

INDIA

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

## Affidavit

Prashant Gupta S/o Gopal Prasad Gupta aged 43R/o Vidyut Nagar Ajmer Road Vaishali Nagar Jaipur - 302021 (Raj.) duly authorized by the promoter, M/s Anukampa Avas Vikas LLP, do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project "The Grand Anukampa" at 5-1 Sodala Ajmer Road Jaipur, State- Rajasthan under the provisions of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules, 2017.
2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft agreement for Sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made thereunder.

For Anukampa Avas Vikas LLP

Deponent

Partner/Authorized Signatory

## Verification

I, Prashant Gupta S/o Gopal Prasad Gupta aged 43R/o Vidyut Nagar Ajmer Road Vaishali Nagar Jaipur - 302021 (Raj.) do hereby that the contents in para No.1 to 3 of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Jaipur on this 8<sup>th</sup> day of Aug., 2018.

For Anukampa Avas Vikas LLP

Deponent

Partner/Authorized Signatory

ATTESTED

5 SEP 2018

NOTARY PUBLIC

SEP 4 2018

पृष्ठिका का मूल्य 81

2000

दिनांक: \_\_\_\_\_

निवास स्थान \_\_\_\_\_

मुद्रांक खरीदने संबंधित कार्य का निष्पत्ती

हराश कुम्भार चलाना

लॉ. स्टाफ़ विक्रेता

ਘ੍ਰ ਕੌਲੋਨੀ ਪਾਂਤ ਬੱਤੀ, ਜਥਧ

मार्च २३ / ९६

[illegible]

Affix Color  
photograph of  
Allottee/First  
Allottee With  
signature across the  
photograph

Affix Color  
photograph of the  
authorized signatory  
of Promoter with  
signature across the  
photograph

### Agreement for Sale

This **AGREEMENT FOR SALE** (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments made from time to time) is executed at Jaipur on this \_\_\_\_\_ day \_\_\_\_\_ year 20\_\_\_\_ by and between:

#### 1. Parties to this Agreement:

M/s **ANUKAMPA AVAS-VIKAS LLP** (LLP Identification No. AAD-6666) a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at 301, Anukampa Mansion Phase I, M.I. Road, Jaipur- 302001, Rajasthan and its corporate office at 7th Floor, Fortune Heights, C-94, Subhash Marg, Near Ahinsa Circle, C-Scheme, Jaipur, Rajasthan having its PAN : ABCFA0323R, represented by its authorized signatory Mr. Prashant Gupta (Aadhar No. 740939416819) hereinafter referred to as the "**Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

AND

Mr./Mrs./Ms..... son/daughter/wife of Mr.  
.....Aged about.....years,  
R/o.....(Aadhar No.....) (PAN  
.....) & In case of Joint allottee Mr./Mrs./Ms.....  
son/daughter/wife of Mr. .... Aged about ..... years,  
R/o.....(Aadhar No. ....) (PAN  
.....) (hereinafter singly/ jointly, as the case may be, referred to as the "Allottee(s)",  
which expression shall, unless repugnant to the context or meaning thereof be deemed to

**For ANUKAMPA AVAS VIKAS LLP**

For Anukampa Avas Vikas LLP

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Partner/Authorized Signatory

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mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

OR

[if the allottee is a partnership firm]

M/s ..... a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at ..... (PAN-.....) through the partner Mr./Ms.....(Aadhar No.....) duly authorized vide authority letter dated ..... and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the OTHER PART.

Or

[if the allottee is a company]

M/s..... (CIN No.....) a Company incorporated under the provisions of the Companies Act, 1956/2013 having the registered office at.....and having its PAN: .....through Mr./Ms.....(Aadhar No.....), its authorized signatory who has been duly empowered vide Board Resolution dated ..... (hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit hereinafter, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

Or

[if the allottee is HUF]

Mr./Ms..... (Aadhar No .....) son/daughter/wife of..... aged about.....years for self and as the Karta of the HUF, having its place of business/ residence at.....(PAN-.....) (hereinafter referred to as, "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the OTHER PART.

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The Promoter and the Allottee(s) shall hereinafter be collectively referred to as "**Parties**" and individually as a "**Party**".

## 1) INTERPRETATIONS/ DEFINITION

In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto -

- A. "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
- B. "**Applicable Laws**" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Jaipur Development Authority Act, 1982, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction / sale of the Project.
- C. "**Approved Plans**" shall mean the plans and designs of Project constructed or to be constructed on the Project Land, which has been duly approved by Jaipur Development Authority in the BPC Meeting held on dated 19.10.2015 and revised plans approved in the BPC meeting no. 205 held on dated 16.08.2018 including any variations changes therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
- D. "**Building**" shall mean the building/ tower in the Said Project where the Allottee/ Allottee(s) has been allotted the "Unit/Service apartment".
- E. "**Built-up area**" means the sum of area of the Unit. It shall include area encompassed within the walls of Unit, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
- F. "**Carpet Area**" means the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the

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- exclusive use of the allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the allottee(s);
- G. "Commercial Part" shall mean Shop/Showroom/space/kiosk/office etc. proposed to be built in the said building with Separate identified/demarcated entry.
- H. "Club House" means a club house having amenities such as indoor games, Equipped gym, Swimming Pool, Multipurpose hall/ Community Centre, activity room etc and other amenities for the residents/occupants of the Unit.
- I. "Common Areas and Facilities of the Project" shall mean such common areas, facilities and spaces developed in the Project named as "THE GRAND ANUKAMPA" meant for common use of all the occupants of the Project named as "THE GRAND ANUKAMPA" (as defined herein-below) and the equipments provided AND/OR reserved for the common use and the enjoyment of all the occupants of the Project and more particularly detailed in the **Schedule 10** attached hereto. However, any areas facilities and equipments reserved for a specific /group/person(s) or occupants of a specific part of the Project shall not form part of common areas and facilities of the Project.
- J. "Completion Certificate" means the completion certificate or such certificate, by whatever name called, issued by the competent authority or by empanelled architect certifying that the project has been developed according to the sanctioned plan and specifications, as approved by the competent authority.
- K. "Delay Payment Charges/Interest" means the charges to be paid on account of delay in the payment of any due amount, charges and installment due at the Interest Rate (Specified herein below) and compensation for any loss caused due to delay in payment or for any other loss to the promoter.
- L. "Interest Rate" means the State Bank of India highest Marginal cost of Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- M. "Limited Common Area" means those common areas and facilities which are designated in writing by the promoter before the allotment, sale or other transfer of any Unit as reserved for use of certain Unit or service apartments to the exclusion of the other Units. Basement Parking, Roof/Terrace, Restaurant, Storages or any other area or portion earmarked for a particular Unit(s) by the promoter shall form part of Limited Common Areas and Facilities for use and enjoyment of Allottee of that Unit to the exclusion of other allottees.
- N. "Maintenance Society/Association of Allottees" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub section (4) of section 11 of the Act.

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- O. "Mixed Project" shall mean the entire project consisting of independent flats/ shops and units along with common parts/ common spaces / common areas therein being constructed /developed on the said Land for residential and commercial use and named as "THE GRAND ANUKAMPA".
- P. "Occupancy Certificate" means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws.
- Q. "Para" means a Para of this Agreement;
- R. "Project Land" shall mean land admeasuring 7000 sq. mtr. situated at Plot No. S-1, Near Shyam Nagar Crossing, Ajmer Road, Jaipur, Rajasthan on which the Project named "THE GRAND ANUKAMPA" is being developed and is demarcated and shown in Schedule-1 Part A.
- S. "Proportionate Share" with reference to common expenses means that proportion of the common expenses which is payable by the allottee for the maintenance of the Building.
- T. "Residential part" shall means apartment/unit to be built in the said building for residential purpose with Separate identified/demarcated entry.
- U. "Regulation" means the Regulation made under the Act as amended from time to time.
- V. "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017 as amended from time to time.
- W. "Schedule" means the Schedule attached to this Agreement.
- X. "Service apartments" shall means residential apartments for short term and long term accommodation on lease and rent basis, the project consisting of independent service apartments along with common parts/ common spaces / common areas therein being constructed /developed on the said Land for exclusive residential use and named as "THE GRAND ANUKAMPA".
- Y. "Section" means the section(s) of the Act.
- Z. "Unit" shall means residential/commercial service apartment/apartment/shop having separate identified/demarcated entry along with common areas as defined in this agreement.

The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

## 2) WHEREAS THE PROMOTER DECLARES THAT

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For Anukampa Avas Vikas LLP

Authorized Signatory

Partner/Authorized Signatory

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- A. The Promoter is the absolute owner of the land situated at Plot No. S-1, Near Shyam Nagar Crossing on Ajmer Road, City Jaipur District Jaipur with a total area admeasuring of 7000 square meters (hereinafter referred to as "Scheduled Land" and more fully described in the Schedule 1 Part A).
- B. The Land has been allotted by the Jaipur Development Authority [J.D.A.] for mixed land use purpose and the lease deed executed on dated 17.10.2005 by the J.D.A for Ninety Nine year. The Patta is registered in the office of Sub-Registrar Jaipur Five on dated 18.10.2005 Book No. 1, Volume No. 56, Page No. 129, Reg. No. 2005004557 and copy of deed filed in Additional Book No. 1, Volume No. 223, and Page No. 329 to 348.
- C. The Building Plans were approved by JDA in the BPC meeting held on dated 19.10.2005.
- D. The Jaipur Development Authority has granted the commencement certificate to develop the project vide its approval number JDA/S.S/B.P.C (BP)/2015/D-568 dated 02/03/2016.
- E. The revised Building plans submitted by the promoter have also been approved by JDA in the BPC meeting held on dated 16.08.2018.
- F. The said land is earmarked for the purpose of residential & commercial project and the said project shall be known as "THE GRAND ANUKAMPA".
- G. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- H. The details of the encumbrances on the Land including any rights, title, interest or name of any party in or over the Land along with details are as under:-

On the said project a loan of Rs. 14.32 Crore is sanctioned from India Infoline Housing Limited.

- I. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as "THE GRAND ANUKAMPA" after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of commercial spaces and service apartments and

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includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Project Land admeasuring 7000 square meters situated at Plot No. S-1, Near Shyam Nagar Crossing on Ajmer Road, Jaipur, Rajasthan. The location details are fully described in the Schedule 1 Part A.

- J. The Project has been registered with the Real Estate Regulatory Authority on \_\_\_\_\_ and the Project Registration Certificate No. is \_\_\_\_\_. This registration is valid for a period of \_\_\_\_ years and \_\_\_\_\_ Months commencing from \_\_\_\_\_ and ending with \_\_\_\_\_ unless extended by the Authority. The details of the Promoter and Project are also available in the website [www.rera.rajasthan.gov.in](http://www.rera.rajasthan.gov.in).
- K. Approval of the said Project and permission of building construction up to 14.70 meters' height 2 Basement + Ground Floor + 3 under the relevant legal provisions has been accorded vide letter no. JDA/S.S/B.P.C. (BP)/2015/D-568 dated 02.03.2016 by the Jaipur Development Authority. The Specifications of the Project are specifically mentioned in Schedule 3.  
The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- L. The details of Floor plan of the Unit are given in Schedule 2.
- M. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are specifically mentioned in Schedule 4.
- N. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project, are specifically mentioned in Schedule 5.
- O. The details of other external development works to be taken for the project are specifically mentioned in Schedule 6.
- P. The details of specifications of material used in construction are specifically mentioned in Schedule 7.

For ANUKAMPA AVAS VIKAS LLP

  
Authorized Signatory

\_\_\_\_\_  
Buyer

- Q. The stage wise time-schedule of completion of the Project thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is specifically mentioned in Schedule 8.
- R. For compliance of the fire norms, required undertaking has been given to Jaipur Development Authority.
- S. The Airport Authority of India has also granted NOC for height Clearance for the Project vide No. \_\_\_\_\_ date \_\_\_\_\_.
- T. The Environmental Clearance from the department for project has been granted vide letter no. \_\_\_\_\_ dated \_\_\_\_\_.
- U. NOC from Public Health & Engineering Department is not required to be taken for the said project.
- V. The Promoter has opened a separate Bank Account in ICICI Bank, Subhash Marg, C-Scheme branch, Jaipur for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of Section 4.
- W. The allottee(s) understands and is aware of the fact that the Building plans for construction upto 2 Basement + Ground Floor + 3 Floor have been released on dated 02.03.2016 and revised building plans has also been approved by JDA in the BPC meeting held on dated 16.08.2018 but plans are yet to be released very soon and the project details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Unit/ Building, has applied for allotment and to purchase a Unit. The allottee(s) has also deposited a sum of Rs.....(in words Rupees.....) as an advance payment/ booking amount including application fee 10% of the cost of the Unit and agrees to make timely payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

For ANUKAMPA AVAS VIKAS LLP

For Anukampa Avas Vikas LLP

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- X. That the Allottee understands that the Promoter is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the Land and also understands the limitations and obligations of the Promoter in respect of it.
- Y. The Allottee has applied for a Unit in the Project via application no. .... Dated ..... and has been allotted Unit no. .... having carpet area of ..... Square feet, type....., on .... Floor in [tower/block/building] no. .... ("Building") pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Unit" more particularly described in **Schedule 1 Part B** and the floor plan of the Unit is annexed hereto and marked as **Schedule 2**.
- Z. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- AA. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- BB. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Unit.

**NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY:-**

**1. TERMS**

- i. Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase a unit no. ....
- ii. The Total Price for the Unit is more particularly described in **Schedule 9 Part A**.
- iii. The Total Price of the Unit includes the booking amount paid by the allottee to the Promoter towards the Unit.

For ANUKAMPA AVAS VIKAS LLP

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The price of the Unit mentioned anywhere in the agreement is excluding of applicable government taxes be it GST, VAT or Cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the promoter, by whatever name called.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/modification:

- iv. All other charges, which are specifically mentioned in this Agreement or annexure of the agreement and does not form part of the Total Price (if any), shall be paid by the Allottee(s) in addition to Total Price as per this Agreement.

The Allottee shall be liable to pay documentation charges, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed etc. in respect of the Unit, Maintenance Fund/ Corpus fund shall be transferred to the Maintenance Society or its nominee at the time of conveyance of common areas and facilities to the Maintenance Society without any interest. Maintenance fund shall be non refundable in all respect.

The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in Part A Schedule 9 and be paid in the manner provided in Part B Schedule 9 hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- v. The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

For ANUKAMPA AVAS VIKAS LLP

For Anukampa Avas Vikas LLP

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Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- vi. It is agreed that the Promoter shall not make any addition and alteration in the specifications and the nature of fixtures, fittings and amenities in respect of the Unit without the previous written consent of the Allottee(s) and such consent shall not be unreasonably withheld by allottees.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s).

- vii. The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the completion certificate/occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area, then the Promoter shall refund the excess money paid by Allottee(s) within 45 days of informing the allottee about the final area of the unit. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the Unit allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made on the basis of the same rate per sq. ft. of Carpet Area as mutually agreed by the parties at the time of agreement.

- viii. The Promoter agrees and acknowledges, that the Allottee shall have the right to the Unit as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Unit;
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to

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the Maintenance Society after duly obtaining the completion certificate from the competent authority.

- (iii) That the computation of the price of the Unit includes recovery of price of land, construction of, not only the Unit but also, the common areas, internal development charges, furnishing, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project;
  - (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Unit.
- ix. It is made clear by the Promoter and agreed by the Allottee that the Unit along with the right to use of the basement parking space provided in the project on the basis of first come first serve basis, shall be treated as a single indivisible unit for all purposes. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- x. The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/ dues. If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
2. **MODE OF PAYMENT:** Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of "ANUKAMPA AVAS VIKAS LLP" payable at Jaipur.

The receipt would be valid only after realization of the said cheques / bank draft and effect of credit in the account of the Promoter.

For ANUKAMPA AVAS VIKAS LLP

For Anukampa Avs Vikas LLP

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### 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the Residential & commercial status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws.
- 3.3 The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

4. **ADJUSTMENT/ APPROPRIATION OF PAYMENTS:** The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee against the Unit, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

### 5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee and the common areas to the Maintenance Society.

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## 6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen, understood and accepted the approved layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities.

Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, BAR and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

## 7. POSSESSION OF THE UNIT:

- 7.1 **Schedule for possession of the said Unit:** - The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on \_\_\_\_\_ (scheduled completion date) unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature effecting the regular development of the real estate project none availability of any construction material ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from the date on which termination became effective. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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- 7.2 **Procedure for taking possession:** - The Promoter, upon obtaining the Occupancy certificate/completion certificate from the competent authority shall vide "offer letter" offer the possession in writing of the Unit with demand of all the outstanding dues, Interest (if any ) and stamp duty, registration charges and documentation charges, other incidental charges. Further the promoter shall subject to the payment of entire dues, execute and register a conveyance deed and convey the title of the Unit and also handover the possession of the Unit to the allottee within 2 months from the date of obtaining the Occupancy Certificate/completion certificate.

Provided that in order to afford the transfer of title and handing over the possession of the Unit in an expeditious manner to the allottee and in order to afford the availability of Unit in time to the allottee, the promoter may offer for registration of the conveyance deed and transfer of possession to the allottee before obtaining the completion / occupancy certificate as the case may be as per the provisions prescribed under the Act and local laws.

It shall be the duty of the allottee to adhere to the prescribed time line for payment of dues and execution and registration of sale deed.

After taking possession or the expiry of 2 months from the date of completion of the project whichever is earlier the allottee shall be liable to pay maintenance/holding charges.

- 7.3 **Possession of the Allottee:-**After obtaining the Occupancy certificate and handing over physical possession of the Unit to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society.
- 7.4 **Failure of Allottee to take possession of Unit:** - If the Allottee(s) fails and neglects to take possession it shall be deemed to have taken possession on the expiry of the period mentioned in the notice and thereafter the Premises shall be at the risk and costs of the Allottee(s). The Allottee(s) shall be liable to pay Rs. 25 for per Sq. Ft. of super built up area of the Unit per month for each unit as holding charges to the Promoter for the period it delays to take over the possession. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any

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actions taken or deficiencies/ penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises.

- 7.5 **Cancellation by Allottee :-**The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, before completion of the project the Promoter herein is entitled to forfeit the booking amount (equaling to 10% of the total price of the Unit) paid for the allotment other than all any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/ authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest within 45 days of such cancellation.

- 7.6 **Compensation:-**The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, (i) if the Promoter fails to complete or is unable to give possession of the said Unit in accordance with the terms of this Agreement, duly completed within the stipulated tenure; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing

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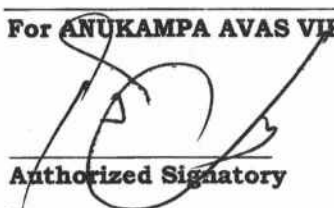
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over of the possession of the Unit which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

**8. PAYMENT OF TAXES, CESSSES ETC:-**

- (i) The Allottee/s herein is well aware that, the Central Government of India has imposed GST on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of Unit's by the Promoter to the Buyer and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the Buyer herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.
- (ii) If at any time, after execution of this agreement, the applicable taxes such as GST or any other taxes are increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said Unit or this agreement or the transaction herein, shall exclusively be paid/borne by the Buyer. The Buyer hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Buyer the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iii) The Allottee/s herein is well aware that, the Central Government of India has inserted Sec. 194-IA in Income Tax Act 1961 imposed responsibility on Allottee/s if consideration payable by the Allottee/s to the Promoter is more than Rs. 50,00,000/- than at the time of credit of such sum to the account of the promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee/s herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan - cum - statement in Form No. 26QB u/s 194-IA of Income Tax Act 1961 read with Income Tax Rule 30 (a) (2A) & 31A in the name of Promoter herein with PAN, then only the Promoter will

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acknowledge receipt of part consideration of said statement for the amount equal to deducted and paid under such Challan - cum - statement.

Provided that, at the time of handing over the possession of the said tenement if any such Challan - cum - Statement in Form No. 26QB is not produced by the Allottee/s, then Allottee/s herein shall deposit amount as interest free deposit with the promoter equivalent to the amount which is to be paid by the Promoter to the Allottee/s on submitting Challan - cum - Statement in Form NO. 26 + -QB within 15 days from the end of the month in which possession of the tenement is delivered by the Promoter to the Allottee/s.

Notwithstanding anything contents stated hereinabove, the liability to pay the aforesaid taxes, etc. will be always on Buyer of the said Unit and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Buyer along with interests 10.5% per annum and Buyer herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Buyer in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said Unit being first encumbrance of the Promoter. The Buyer herein with due-diligence has accepted the aforesaid condition.

That all rates, cesses and service tax or any other taxes imposed by Central/ State Government or any Semi Government Agency on construction of the said premises or on its sell shall be payable by the Allottee at such rates as may be applicable. If the Promoter is required to pay any such amount at any time then the same shall be reimbursed by the Allottee to the Promoter.

**9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:** The Promoter hereby represents and warranties to the Allottee(s) as follows:

- i) The Promoter has absolute, clear and marketable title with respect to the project Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the project Land for the Project;
- ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- iii) There are no encumbrances upon the project Land or the Project except specifically mentioned in this agreement;
- iv) There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the Unit;

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- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;  
Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society within stipulated timelines.
- ix) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Unit along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
- xi) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

#### 10. EVENTS OF DEFAULTS AND CONSEQUENCES:

10.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events, namely: -

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- (i) The Promoter fails to provide ready to move in possession of the Unit to the Allottee(s) within the time period specified in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made there under.

10.2. In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following: -

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest within forty-five days of receiving the termination notice: Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

10.3. The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) On the occurrence of failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;

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- (ii) delay/default by Allottee(s) (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;
- (iii) After the issuance of Offer Letter, failure on the part of the Allottee(s) to deposit the dues including interest (if applicable), under this Agreement within the period mentioned in the Offer Letter;
- (iv) after the issuance of Offer Letter, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
- (v) Breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) Violation of any of the Applicable Laws on the part of the Allottee(s). In such circumstances the Promoter's rights/remedies are:
  - a) The Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate of 10.5% for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
  - b) The Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
  - c) Further till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover interest (b) recover maintenance fund with applicable taxes from the date of issuance of Offer Letter; (c) recover holding/ safeguarding charges Rs. 25 for per Sq. Ft. of the super built up area of the Unit on monthly basis; (d) taxes (e); withhold registration of the conveyance deed of the Unit in favour of the Allottee(s); and to refuse possession of Unit to the Allottee(s) till payment of amounts is recovered;
  - d) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the

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Promoter of its right of charging such interest or of the other rights mentioned in this Agreement;

- e) Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest:
- (i) The Booking Amount equaling to 10% of the total price of the Unit.
  - (ii) All taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit;
  - (iii) The interest paid/payable by the Allottee(s) to the Promoter, any actual loss, brokerage if applicable;

Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

**11. MAINTENANCE OF THE SAID BUILDING/ UNIT/ PROJECT:**

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the maintenance society.

It shall be the duty of the Maintenance Society to take over the maintenance of the project within 2 months from the date of receipt of completion certificate or offer made by promoter to Maintenance Society in this respect.

Maintenance Society with the main objective to take over from the Promoter, the responsibility of maintenance of common areas as mentioned hereunder and/or with such other object or purpose and in such manner and to such extent as the Promoter or its nominee may decide from time to time. The Allottee agrees and undertakes that he shall abide by and comply with the bye-laws and rules and regulations of such maintenance Society. After the Promoter hand over the management/ maintenance of the common areas to the Association of Allottees Society then it shall be the sole responsibility of the Society, to run and maintain the common areas and to determine from time to time the rate and amount of combined expenses and outgoings for common

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amenities and common services along with the sinking fund charges, recoverable proportionately from the Allottee and from all other parties and the Allottee agrees that he shall be liable to pay the said combined expenses and outgoings for common amenities and common services along with the sinking fund charges, recoverable proportionately from the Allottee and from all other parties and other dues to the Society from time to time regularly.

The operation of service and maintenance of the said Project shall be done in accordance with the Maintenance Agreement. The Allottee agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement.

#### 11.1 FORMATION OF ORGANISATION /SOCIETY OF THE UNIT HOLDERS:-

- (i) The Unit allottee along with other allottee in the said project shall join in forming and registering the aforesaid organization / Society as agreed and to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and / of membership and other papers and documents necessary for the formation and registration of the organization and for becoming member, including the bye-laws of the proposed organization and duly fill in, sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Unit allottee/s, so as to enable the Promoter to register the organization of Unit allottees. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and / or Article of association, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (ii) The Allottee agrees to pay the following charges at the time of intimation of possession:
  - (a) Maintenance fund of the area of his premises as mentioned in this agreement and be determined from time to time.
  - (b) Proportionate share of all expenses incurred for insuring the structure of "THE GRAND ANUKAMPA" as & when demanded.
  - (c) Service Tax /GST or other Tax or duty levied by Central or State Government.
- (iii) (a) Pending formation of the Society or Body Corporate as stated in clause 11.1 above entire maintenance upkeep and preservation of the said Unit, operation of the common services and management of common areas therein shall be done by the Promoter or its nominee on the terms and conditions mentioned

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herein unless agreed to separately. The Allottee agrees to pay (i) maintenance fund of Rs. 90,000 (Rupees Ninety thousand) i.e. @ Rs. 1500 per month for 5 years at the time of intimation of possession and as subsequently decided by the promoter of his premises (ii) proportionate share of all expenses incurred for insuring the superstructure as and when demanded by the Promoter and/or nominee The maintenance fund shall be utilized for the purpose mentioned in Schedule II of this Agreement.

- (b) In case of default of payment of the aforesaid charges, the promoter or its nominee shall be entitled to discontinue/disconnect the services including electricity and water to the said premises apart from the right to recover the charges with minimum interest @ 10.5% p.a. from the Allottee and/or from the occupier of the said premises from/out of the rent payable to the Allottee.
- (c) Before the occupation of the said premises the Allottee agrees to pay security deposit (Escrow fund) as mentioned in schedule 9 to the Promoter or its nominee

## 12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. In this case it is important to note that there can be slight hairline cracks, due to temperature variations and heterogeneous nature of Construction for which the promoter shall not be liable as stated above, in case of any other defect pointed by the allottee, The same shall be referred to a registered architect or engineer and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by allottees falls under the provision of the act.

However, in case any damage to the unit is caused by the allottee and/or any reasonable wear and tear and/or and/or improper maintenance and undue negligence on the part of the allottee(s)/owners' association and/or any

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damaged caused due to force majeure shall not be covered under defect liability period.

13. **RIGHT TO ENTER THE UNIT FOR REPAIRS:**

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, setback/covered parking and other and all spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE**

That the said ownership rights in the unit shall be sold to the Allottee only for the specified purpose of being used as Unit. That the allottee hereby agreed that he shall be obliged to comply with the terms and conditions of the Usage agreement which shall be separately execute by the allottee with the promoter before taking over the possession, which shall form part and parcel of this agreement. That the allottee(s) shall not use the apartment for office, bar, gambling, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the unit for the purpose other than that for which the unit is being sold to him. In the case of violation of this condition the Promoter shall be entitled to take steps to enforce the conditions laid down in this clause apart from the Promoter's right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter may decide for restraining the Allottee from making a use prohibited by this Agreement.

**Use of Basement(s) and service areas:** - The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Society for rendering maintenance services.

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15. **CLUB HOUSE FACILITIES:** The Promoter has/ shall design a clubhouse with facilities consisting of pool, health club gymnasium, etc. The club house shall be run and maintained exclusively by the maintenance agency. The maintenance agency shall be entitled to make the rules and regulations for use of club facilities and the allottee undertakes to abide by such rules and regulations. The allottee shall be entitled to use the Club House subject to payment of operation charges, usage charges etc. in respect of the Club House as decided by the maintenance agency from time to time along with applicable taxes and subject to the terms and conditions of the Sale Deed executed in favor of the Allottee and the bye-laws of Club House. Any allottee being a defaulter in terms of paying usage charges/ maintenance fund against the services availed in the club house shall not be allowed to use the services and facilities of the club house and the decision of maintenance agency shall be final in such an event.
16. **GENERAL COMPLIANCE WITH RESPECT TO THE UNIT**
- (i) The Allottee(s) shall, after taking possession, be solely responsible to maintain the said Unit at his/her own cost.
  - (ii) The Allottee shall not fix, whether temporary or permanent any fixture and fitting other than as approved by the Promoter at the time of possession. The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
  - (iii) The Allottee(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carryout any change in the exterior elevation for design. The non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
  - (iv) That the said ownership rights in the said Unit have been agreed to be sold to the Allottee only for the specified purpose of being used as Unit purpose which shall never be used for other purposes or for noisy, offensive, obnoxious, and immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to

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use the said Premises for the purpose other than that for which said property has been sold to him. In the case of violation of this condition the Promoter shall be entitled to take steps to enforce the conditions laid down in this clause apart from the Promoter's right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter may decide for restraining the Allottee from making a use prohibited by this Agreement.

- (v) That the Allottee shall use the said apartments/unit only for the residential purpose/commercial purpose, as the case may be according to the usage. Since the said project is a mixed project of Commercial and Residential activities and the Allottee is aware of this fact, hence the allottee have no objection on account of commercial activities on commercial parts of the building is being run; further the entries for both commercial and residential part of building is separate, specifically demarcated and identified.
- (vi) The Allottee shall not cause hurdle or cause nuisance in the residential part/commercial part, as the case may be of the building by impairing or hampering legal and authorized commercial activities.
- (vii) That the Allottee shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other Unit and/or Common Area / Common Parts/ Facility in the Building.
- (viii) That the Allottee shall not do or suffer anything to be done in or about the said Unit which may tend to cause damages to any Common Area/ Roads/ Streets in the Building or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.
- (ix) That the Allottee shall not at any time demolish the structure of the said Unit or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature to the said Unit or any part thereof.
- (x) That the Allottee may, however, make suitable changes in the said Unit provided hereinafter without causing damage or harm to the structure of said Unit & architectural aspect thereof but only with the prior approval/consent of the Promoter in writing.

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For Anukampa Avas Vikas LLP

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Partner/Authorized Signatory

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- (xi) That the Allottee shall not make any alterations in any elevations and outside colour scheme of the exposed walls, of the verandah, balconies, or any external wall of the Unit, which in the opinion of Promoter differ from the overall scheme of the building.
- (xii) That neither the Allottee nor the occupant of the said Unit shall put up any signboard, hoardings, publicity or advertisement material, outside the Unit or anywhere in the Common Area / common Parts. The Allottee shall be allowed to put up his name-plate at the space provided by the Promoter for this purpose.
- (xiii) That the Allottee shall have no right to put or fix or store any kind of thing, article or goods in the Common Area/ Common Parts, Streets, passages, pavements, open compound or any other common place or space owned by the Promoter and the Promoter shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the cost, risk and responsibility of the Allottee. The Promoter shall have the authority to forfeit and/ or dispose of the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods/things.
- (xiv) That any explosives, combustible articles or any other articles which are inflammable shall not be stored by the Allottee under any circumstances in the said Unit.
- (xv) That the Allottee shall carry out day-to-day maintenance of the said Unit and fixtures and fittings installed therein including painting, polishing of interiors, electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said Unit at its own costs without affecting and disturbing other Units/office spaces holders. That he shall comply with and carryout, from time to time, after it has taken possession (as defined in this Agreement) of the Unit all the required allotments, requisitions, demands and repairs which are required to be complied with by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said Unit, at his own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

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For Anukampa Avas Vikas LLP

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- (xvi) The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter on behalf of the Unit owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Company for this purpose.
- (xvii) The Allottee shall be required to acquire and maintain separate electric connection for the said Unit in his own name from the Jaipur Vidyut Vitran Nigam Limited or any other electricity company and the entire cost of the electric meter and its fixation charges, and other fittings shall be borne by him. The Allottee has further undertaken and agreed that he shall use electric connection for the purpose of lighting in the said Unit and that he shall not give or allow any electric connection to any other person for use in any other space or premises other than the said Unit. However, cabling, MCB main switch will be provided by the Promoter.
- (xviii) The Allottee shall not be permitted to carry out alteration to the main structure of the said Unit as well as ceiling, etc. whether inside the premises of the Unit, erection of internal partitions and any other internal alterations and additions. Provided that if any such additions or alterations, are necessary for the apartment then the prior approval of the Promoter or the approval of local body or government authority, as may be required.
- (xix) The Allottee(s) shall be liable to pay house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of Unit. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.
- (xx) The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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- (xxi) The Allottee(s) agrees and understands that except the Unit as described in attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws. Convenient shops, shops, dining hall, ATM space, kiosk etc. built in any part of the Project shall be the exclusive property of the Promoter and he shall be free to deal with it.
- (xxii) The Allottee undertakes not to sub-divide the said Unit, agreed to be sold to him/ her. The Allottee further undertakes that in case it transfers its right and interests in the said Unit, in favour of any person/ Promoter by way of Sale, mortgage, tenancy, license, gift or in any other manner, such person/ Promoter so inducted by the Allottee shall also be bound by the terms and conditions of this Agreement. The Promoter or its nominee shall be entitled to enforce all terms and conditions of this Agreement against any person/ Promoter/ entity who has been inducted in the said Unit, originally agreed to be sold to the Allottee, irrespective of the fact whether such entry in the Unit of the Allottee is permissive or hostile.
- (xxiii) Each space of the Project not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole Project, Such Taxes Fees etc. shall pay by allottee in proportion to the carpet area such apportionment shall be made by the Promoter or their nominee, as the case may be, and the same shall be conclusive, final and binding upon the Allottee and the Allottee shall promptly pay to the Promoter such proportionate amount of tax as demanded by the Promoter. The Allottee shall comply with and abide by all the Rules, Laws regulations, demands etc of any local and/or Government Authority. In case of any delayed payment interest shall be levied on such due amount.
- (xxiv) Since the said Unit agreed to be sold is a part of Building and it is in the interest of the Allottee / occupiers that some safeguards be provided to prevent unauthorized persons to enter into the Premises of the Complex including the common areas and to give an effective hand to the Promoter or its nominee to deal with such unlawful entrants / peddlers, etc. and also to enable the Promoter or its nominee and lawful occupants of the various Units

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in general, to deal more effectively with the security of the Complex and maintenance of order therein, the entry be regulated. For this purpose, the allottee agrees that the promoter or its nominee shall be free to restrict the entry of anyone into the Complex whom it considers undesirable. In case of insistence, the security staff of the complex will be at liberty to call upon the allottee/ lawful / tenant / occupant of the Premises to come to the gate to personally escort the persons from the gate to his/ her premises and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally, The provision of security services will not cast any liability of any kind upon the promoter or its nominee.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

**18. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Unit, Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Unit, Building.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the

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Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/ Building, as the case may be.

**22. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan mentioned in this Agreement including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

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**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made there under or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the Carpet area of the Unit bears to the total Carpet area of all the Units in the Project.

**27. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar at \_\_\_\_\_ Jaipur. Hence this Agreement shall be deemed to have been executed at Jaipur.

**29. NOTICES:**

All the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified below: -

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<b>M/s Anukampa Avas Vikas LLP</b>	<b>Allottee(s) name</b>
Address:- 7th Floor, Fortune Heights, C-94, Subhash Marg, Near Ahinsa Circle, C- Scheme, Jaipur	Address: _____ _____ _____

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

**30. JOINT ALLOTTEE:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

**31. SAVINGS:**

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the Unit, or building, as the case may be, prior to the execution and registration of the agreement for sale for such Unit, or building, as the case may be, shall not be construed to limit the rights and interests of the allottee or the promoter under the agreement for sale, under the Act, the rules or the regulations made there under.

**32. JURISDICTION:** That, the High Court of Judicature for Rajasthan, at Jaipur bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.

**33. DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim ("Dispute") arising between the parties out of or in relation to or in connection with this Agreement, of the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Agreement, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any

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subsequent enactment or amendment thereto (the "Arbitration Act"). The venue of arbitration proceedings shall be Jaipur. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions. On failure of all measures mentioned herein before, the dispute shall be settled in the manner as provided under the act.

#### 34. LOAN FACILITY:

In case the Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following -

- i. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- ii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the developer or Promoter, as per the payment schedule, shall be ensured by the Allottee, failing which, the delay payment clauses shall be applicable.

#### 35. PARKING:

- (i) The Allottee understands that the project comprises of basement parking space for day to day comfort of all unit holders That the use of the parking is as per the first comes first serve basis.

Further, the Allottee(s) understand and agree that he shall not use the Parking space for any other purpose. The allottee has no right to claim/demand the parking space.

#### 36. DISCLOSURE:

That the Allottee has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Rajasthan in this regard and to such other regulations as the Promoter may from time to time promulgate and the

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Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.

**37. ASSIGNMENT:**

The Allottee shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The nominee(s) shall be bound by the terms and conditions of this Agreement. The Allottee assures that the Promoter shall not be liable on any account, whatsoever, in respect of any transaction between the Allottee and his / her nominee(s). It is distinctly understood by the Allottee that upon such transfer, the Allottee shall no more be entitled to any privileges and facilities, if any, available in the said Unit arising from the allotment of the said Unit. The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

In case the Allottee wants to transfer the rights under the Agreement to Sell after obtaining prior written consent of the Promoter to his/her spouse/children/parents and HUF, the Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the existing Allottee of the Unit shall be liable to pay Transfer Fee of Rs. 100/- (Rupees One Hundred only) per Sq. Ft. on Super built-up area (plus GST/ Service Tax/VAT and other applicable taxes) of the Unit to the Promoter for each subsequent transfers. The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

The Allottee and the persons to whom the Unit is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and / or its nominee may ask it to do from time to time which are required under the Act. Such transfer shall be done only after receipt of No Objection Certificate from the Promoter/ Maintenance Society. In case any government taxes, cess, levy, duty is payable in such respect, the Allottee shall be solely liable to pay such government taxes, cess, levy, duty etc.

**38. ELECTRICITY CONNECTION:**

- i. That the Purchaser shall be required to get and maintain separate electric connection for the said premises in his own name from JVVNL and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and shall be reimbursed to the

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Promoter if the same is incurred by the Promoter. The Purchaser shall be entitled to avail and get electric connection from JVVNL only after the aforesaid obligations are complied with and N.O.C. obtained from Promoter by him.

- ii. The Allottee has further agreed to pay the difference of the check meter and actual reading meter of the individual user of JVVNL proportionately if the check meter is installed by the State.
- iii. The Allottee will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/ service of the Project. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.
- iv. Electric charges for the separate meter installed for common facility like lift, Tube well, Parking area, outer development of staircase, corridors, gates, control room etc. shall be paid by the Allottee in proportion to the area of the Said Premises as per demand by the Promoter /Society.

If, however, due to any subsequent legislation/Government order or directive or guidelines or change in the National Building Code of India (NBC) 2005 or if deemed necessary at the sole discretion of the Owner/Promoter /Society, additional fire safety measures are undertaken, then the Allottee shall pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the Owner/Promoter /Society, which shall be final and binding on the Allottee.

**39. TUBE WELL:**

That the Promoter will provide tube well as per requirement assessed by the Architect, In case of failure of tube well after handing over possession of the premises the occupants or their society will get new tube well constructed or will make alternative arrangements through Government/ PHED & or any other proper agency.

**40. INDEMNIFICATION:**

The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings,

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judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in this agreement due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

- a) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- b) The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

#### 41. SPECIFIC PERFORMANCE:

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

#### 42. GENERAL CONDITIONS:

- (i) So long as each space of the said Units is not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other statutory taxes assessed on the

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whole Units, such apportionment shall be made by the Promoter or its nominee, as the case may be, and the same shall be conclusive, final and binding upon the Allottee.

- (ii) (a) The structure of the building will be got insured against fire and, if necessary, for earthquake and other natural calamities by the Promoter or its nominee on behalf of the Allottee but contents of said premises shall be got insured by the Allottee at his own cost. The insurance charges shall be payable separately by the Allottee in proportion to the area of space purchased by him vis-à-vis the premium of space payable by the promoter or its nominee.
- (b) The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of the Units/shop in any part of the said Units or cause increased premium to be payable in respect thereof. The Allottee hereby covenants to keep and maintain the periphery wall and partition walls of the said premises, sewers, drainage pipes, appurtenances thereto or belonging thereto in the same good tenable repaired state or condition in which it would be delivered to him and in particular so as to support, shelter and protect the part of the Units other than the space purchased by him.
- (iii) (a) That on final payment as per Schedule 9 part B, ownership rights in the said premises to the Allottee shall be only for the specified purpose of being used as a Unit subject to the specific condition that the Allottee shall have no right to use the said premises for gambling house, lodging house or for illegal purposes. The Allottee has further specifically agreed that he shall not use or permit any other person to use the said premises for a purpose other than that for which the said premises have been sold to him as per the Usage Agreement. In the case of violation of this condition the promoter shall be entitled to take steps to enforce the conditions laid down in this clause apart from the promoter right to claim damages from the Allottee and the right to such other action or seek such other legal remedy as the Promoter may decide for restraining the Allottee from making use prohibited by this Agreement.
- (b) The Allottee shall not use the said premises for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other residential & commercial Unit in the building or the owners or occupiers of neighboring properties or to crowd the lifts.
- (c) The Allottee shall not be permitted to close of verandahs or balconies or common corridors or staircases even if a particular floor / floors are purchased by the same party.

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- (d) The covenants herein agreed by the Allottee shall be binding and enforceable against the occupier. Further, the terms and conditions agreed by the Allottee under this agreement shall be made legally binding on the occupier as part of the terms and conditions between the Allottee and the occupier.
- (e) The Allottee hereby agrees that he shall have no right to put or fix or store any kind of thing, article or goods in the common passages, corridors, projections, open compound or any other common place or space owned by the Promoter and the Promoter shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the risk and responsibility of the Allottee. The Allottee shall be entitled to claim return of such goods, materials, packages or things from the Promoter only on payment of removal/storage charges fixed by the Promoter provided that such goods are claimed within a reasonable period and after the expiry of a reasonable period the Promoter shall have the authority to forfeit and/or dispose of the same without any notice or accountability to the Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods.
- (f) The Allottee agrees that he shall not hang from or attach to the beams or rafters or put on floors any articles or machinery, which are heavy, and can affect or are likely to affect, endanger or damage to the structure of the said building. The Allottee shall not install any machinery, which may create sound, or noise or which may in any manner cause damages or injury to the building or any structure or portion thereof. The Allottee further agrees that explosive, combustible articles or any other articles, which are inflammable, shall not be stored by him under any circumstances in the said premises. The Allottee shall not be entitled to use any oven to be lit up with fire or to use vapor lamps and/or similar appliances which may be deemed to adversely affect the electrical installation in the building.
- (g) That the Allottee has specifically agreed that he shall not be entitled in any way to prevent the promoter or his assignee or nominee and their workmen from carrying building materials in the said building or any other manner particularly in the course of construction or development or repairs, improvements, Alterations or additions in and to any part or portion of the said land or building by the promoter though such activity of the promoter may cause inconvenience or difficulties to the Allottee in the course of aforesaid construction or development. In case, the promoter or his assignee or nominee desires to cause earth cutting in any part of the vacant land or in any open space in any part of the land for the purpose of making any sort of underground facility or development, the Allottee shall not be entitled to raise any objection

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- thereto and shall be bound to extend necessary co-operational though, it may cause inconvenience or difficulties to the Allottee in the course of such development. Further, the promoter in order to facilitate future construction or maintenance of the building at any time shall be entitled to fix any scaffolding or pda for use of the workmen or for carrying of materials and the Allottee shall not raise any objection for inconvenience to him.
- (ii) That the Allottee hereby agrees that in the event of any amount being payable by the Promoter by way of any statutory tax or levy by any Competent Authority in respect of such portion of the premises, which shall continue to be owned and possessed by the Promoter for the common benefit of all occupants of different portions of the said building, all such taxes or levies on such portion of the premises shall be apportioned amongst all occupants in the ratio of the area of the space held by them. The Allottee further agrees to reimburse the Promoter regarding such statutory taxes or levies in proportion to the covered area of the said premises hereby purchased by the Allottee along with his proportionate share of taxes or levies on portions of premises for the common benefit of all concerned.
- (iii) That the Promoter or its nominee and its representatives, employees etc. shall be entitled at any reasonable time to enter into / upon the said premises for carrying out any repairs, alteration, lighting, cleaning etc. for any purpose of the Units or in connection with obligations and rights under this Agreement including the disconnection of the electricity and water or for repairing of wire, cables, gutters, pipes, drains, structure etc.
- (iv) That the Allottee hereby covenants with the Promoter to regularly pay the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the terms and conditions contained in the Agreement and to keep the Promoter and its agents and respective estates and effects, indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that the Promoter may suffer as a result of non-observance or non performance of the said terms and conditions, except in so far as the same are to be observed and performed by the Promoter .
- (v) That the Promoter and its nominee shall have the first lien and charge on the said premises in the event of the Allottee parting with any interest therein for all its dues thereto and/or that may hereafter become due and payable by the Allottee to the Promoter and/or his nominees under this Agreement.
- (vi) That the Promoter covenants with the Allottee that on the Allottee paying the dues and performing the terms of the Agreement and stipulations on his part herein contained and he shall peacefully hold and enjoy the said premises

For ANUKAMPA AVAS VIKAS LLP  
For Anukampa Avas Vikas LLP

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without any interruption from any person rightfully claiming under or in trust for the Promoter.

- (vii) The Allottee in respect of said premises shall comply with and shall abide by all laws, bye-laws, rules, regulations, requisitions, demands etc. of Jaipur Nagar Nigam/Jaipur Development Authority or any other competent authority and shall attend, answer and carry them out at his own cost and be responsible for all deviations, violations or breaches thereof and shall also observe and perform all the terms and conditions contained in this Agreement.
- (viii) The promoter alone shall be entitled to obtain the refund of various securities deposited by him during construction of the said Units with various Government/Local Authorities for electric, water and sewer connection etc., if any paid by the Promoter.

43. That this Agreement has been executed in duplicate. One copy has been retained by the promoter and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same Agreement.

44. That all annexure and Schedules annexed with Agreement are integral part of this Agreement.

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at Jaipur in the presence of attesting witness, signing as such on the day first above written.

Signed and delivered by the within named Allottee(s) in the presence of witnesses on the day first above written

Passport size photograph with signature across the photograph (First- Allottee)	Passport size photograph with signature across the Photograph (Second- Allottee)	Passport size photograph with signature across the photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

For ANURAMPA AVAS VIKAS LLP  
For Anurampa Avas Vikas LLP

Authorized Signatory

Buyer

Signed and delivered by the within named Promoter in the presence of witnesses the day first above written

**PROMOTER**

For and on behalf of

**M/s Anukampa Avas Vikas LLP**

For Anukampa Avas Vikas LLP

Partner/Authorized Signatory

(Prashant Gupta)

Partner

WITNESSES	
1- Signature Name Address	2- Signature Name Address

**Schedule-1****Part A**

(Details of land holdings of the Promoter and location of the Scheduled Land)

1. The piece and parcel of the plot of land admeasuring 7000 sq. mtr. situated at Plot No. S-1, Near Shyam Nagar Crossing, Ajmer Road, City Jaipur District Jaipur Rajasthan , bounded on the:-

In North Road	: 160' Wide Road
In South	: Other's Land
In East Road	: 20' Wide Road
In West	: JDA Land

2. Latitude/ Longitude of the end points of the Project:

Longitude	Latitude
26°54'0.40"N	75°46'11.21"E
26°53'56.08"N	75°46'6.80"E
26°53'57.92"N	75°46'5.58"E
26°5'0.81"N	75°46'10.89"E

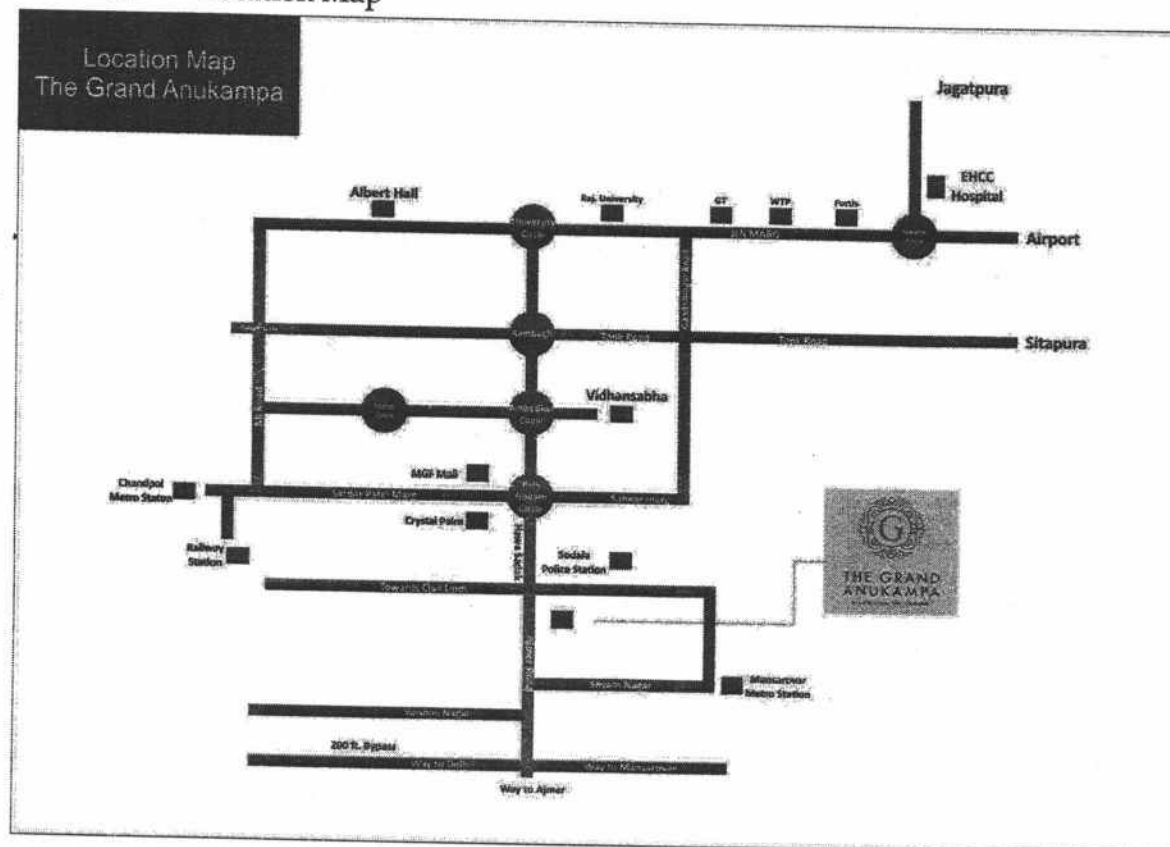
For **ANUKAMPA AVAS VIKAS LLP**

For Anukampa Avas Vikas LLP

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## 3. Location Map



**Part B**  
**Description of unit**

- a. Unit No. \_\_\_\_\_  
 b. Floor: \_\_\_\_\_  
 c. Type: \_\_\_\_\_  
 d. Carpet Area: \_\_\_\_\_ sq. ft.  
 e. : \_\_\_\_\_  
 f. Built-up Area: \_\_\_\_\_  
 g. Super Area: \_\_\_\_\_

**For ANUKAMPA AVAS VIKAS LLP**

For Anukampa Avs Vikas LLP

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**PART C**  
**(Total Price of the Unit)**

The total price of the Unit is Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only)

**Schedule 2**  
**Floor Plan of the Unit**

**Schedule 3**  
**(Specifications of the Project)**

Area	Floor	Doors	Windows/Ventilation	Walls/Ceilings	Electrical
Living	Vitrified Tiles	Flush Door/Skin Doors	UPVC / Aluminum	POP Finish on walls with Premium paint	Modern Electrical System with concealed copper wiring
Drawing	Vitrified Tiles	Flush Door/Skin Doors	UPVC / Aluminum	POP Finish on walls with Premium paint	Decorative Light in Drawing and Dining
Bedroom	Vitrified Tiles	Flush Door/Skin Doors	UPVC / Aluminum	POP Finish on walls with Premium paint	Tv/Telephone/AC points in all the rooms
Toilet	Anti-Skid Ceramic tiles	Flush Door/Skin Doors	Anodized Aluminum Window	Designer Tiles Up to Full Height	Premium quality switches and accessories

**For ANUKAMPA AVAS VIKAS LLP**

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Utilities	Anti-Skid Ceramic tiles	Flush Door/Skin Doors	UPVC / Aluminum	Paint Finish	Electronic Point at appropriate place
Kitchen	Vitrified Tiles	Flush Door/Skin Doors	Anodized Aluminum Window	Modular Kitchen With 2'-0" ceramic tiles above counter	Fan Exhaust and Tube light provided
Common Lobby	Natural Stone/ tiles	Flush Door/Skin Doors	Anodized Aluminum Window	POP Finish on walls with cornice and Premium Paint	Power Back-up (silent D.G set) for common services

**Schedule 4**  
(Detailed Plan of Development Works to be undertaken)

The Promoter has conceived a detail plan of following development works to be developed in the Said Project:

- i) **Fire Fighting Facilities-** Fire fighting equipments/ facilities will be provided in the said project.
- ii) **Water Supply -** The Government of Rajasthan is making a policy for supply of water in the multi-stories buildings. As and when the policy will be implemented, the owner's association of the building will take water connection. Till then, underground water will be used for drinking and other purposes.
- iii) **Emergency Evacuation Services-** It will be provided in the said Project as per NBC guidelines of appropriate width.
- iv) **Electrical Supply-** Electricity/ power shall be supplied by JVVNL

For ANUKAMPA AVAS VIKAS LLP  
For Anukampa Avs Vikas LLP

Partner/Authorized Signatory  
Authorized Signatory

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- v) **Sewage Treatment Plant-** The Promoter proposes/ has installed STP for treatment of sewage. Operationalisation of STP required minimum threshold occupancy. However, till such time, the Promoter shall provide a septic tank for disposal of waste.

**Schedule 5**  
(Detailed of salient features of the Proposed Project)

1. Club house,
2. Landscape garden,
3. Basement area,
4. 160 Ft. Sector Road
5. S.T.P

**Schedule 6**  
(Other External Development Works)

1. Electric Substation
2. Landscape Garden
3. Sewerage Treatment Plant

**Schedule 7**  
(Details of Specifications of Material used in construction)  
As mentioned in Schedule 3

**Schedule 8**  
(Stage wise time-schedule of completion of the Project) Time Schedule of  
Completion of project:-

The stage wise time-schedule of completion of the Project thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/ external development works is as under:-

STAGE	Date by which the works are Proposed to be competed
Completion of Excavation / Piling of Foundation Work	December 2018

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Completion of Footing work of the building	January 2019
Casting of 1st Basement Slab	March 2019
Casting of 2nd Basement Slab	May 2019
Casting of Ground Floor Slab	July 2019
Casting of 1st Floor Slab	September 2019
Casting of 2nd Floor Slab	November 2019
Casting of 3rd Floor Slab	January 2020
Finishing of the apartment	March 2022
Intimation of Possession	May 2022

Note:- This schedule of completion of the project will be changed on release of the building plan approved in the BPC meeting held on dated 16.08.2018.

**Schedule-9**  
**Part A**

Unit Price of the Unit is Rs. \_\_\_\_\_ (In words Rupees \_\_\_\_\_)

(Unit Price includes Basic Sale Price)

**I. Basic Sale Price:-**

S.No	Particulars	Amount
1.	Carpet area..... Sq Ft. Exclusive Balcony	
	Total basic cost	

**Other Payments:-**

S. No	Particulars	Amount
1.	Monthly maintenance fund Rs.1500*60 Months (at the time of intimation of possession)	90,000.00
2.	Taxes	As Applicable GST
	<b>TOTAL</b>	_____ + GST

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Authorized Signatory

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Total price includes Unit Price and excludes other Payments Total Price of the Unit is Rs. \_\_\_\_\_ (In words \_\_\_\_\_)

### Part B

**Booking Amount and Advance Payment:** The Allottee/ Purchaser has paid Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the Promoter in the following manner as Sale Consideration, the receipt of which, the Promoter do hereby acknowledge.

S.no.	Cheque no.	Dated	Amount (in Rs.)	Service Tax/GST	Drawn on
<b>Total</b>					

**Balance Payment Schedule:** The Allottee hereby agrees to pay the balance Total Sale Consideration of Rs. .... / (Rupees ..... only) which shall be payable in installments in the following manner:

**Note:**

The benefit of input tax credit had been considered in the price of the unit. The allottee has understood the same and will not raise any objection in this regard.

### CONSTRUCTION LINKED PAYMENT PLAN

STAGE	Amount payable in % on total price	Installment amount in Rupees	Period within which the installment is to be paid by the allottee
At the time of Booking / Agreement	10%		10 days from demand
At the time of Excavation / Pilling of Foundation	10%		10 days from demand
At the time of footing work	10%		10 days from demand
At the time of casting of 1st basement slab	10%		10 days from demand
At the time of casting of 2nd basement slab	10%		10 days from demand
At the time of casting of ground floor slab	10%		10 days from demand
At the time of casting of 1st floor slab	10%		10 days from demand
At the time of casting of 2nd floor slab	10%		10 days from demand
At the time of casting of 3rd floor slab	10%		10 days from demand
At the time of finishing of the apartment	5%		10 days from demand
At the time of intimation of Possession	5%		10 days from demand

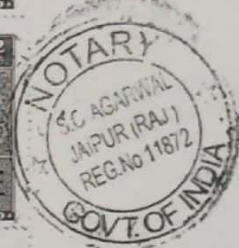
For ANUKAMPA AVAS VIKAS LLP  
For Anukampa Avs Vikas LLP

Authorized Signatory  
Authorized Signatory

Buyer



**NEW AGREEMENT  
TO SALE**



#### • Affidavit

I, Prashant Gupta, Son of Shri Gopal Prasad Gupta aged 43 years R/o A-1, Vidyut Nagar, Ajmer Road, Vaishali Nagar, Jaipur-302021 duly authorized by the promoter, Anukampa Avas Vikas LLP, do hereby solemnly declare, undertake and state as under:

1. That our project "The Grand Anukampa" situated at S-1, Sodala Ajmer Road, Jaipur-302019, Rajasthan is registered under the provisions of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules, 2017.
2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft agreement for Sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made thereunder.
4. That in case any condition in the Agreement to sell in contravention with the Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate Regulation and Development Rules, 2017, then in that case provision of the Act and Rules shall prevail.

For Anukampa Avas Vikas LLP

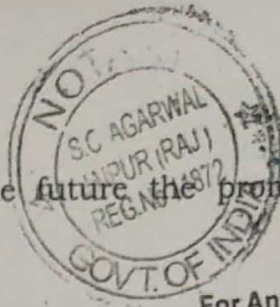
Partner/Authorised Signatory

ATTESTED

28 MAR 2019

Notary Public  
Jaipur (India)

5. That if any contradiction arises in the future the promoter will be responsible for it.



For Anukampa Avas Vikas LLP

Partner/Authorized Signatory  
Deponent

### Verification

I, Prashant Gupta Son of Shri Gopal Prasad Gupta aged 43 years R/o A-1, Vidyut Nagar, Ajmer Road, Vaishali Nagar, Jaipur-302021 do hereby that the contents in para No.1 to 5 of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Jaipur on this 27 day of March 2019.

For Anukampa Avas Vikas LLP

Partner/Authorized Signatory  
Deponent

28 MAR 2019  
NOTARIES  
Notary Public  
Jaipur (India)



# AGREEMENT



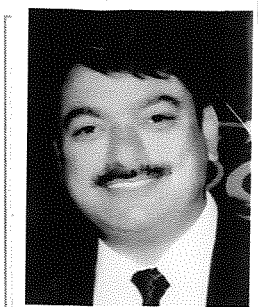
THE GRAND  
ANUKAMPA

A LIFE FULL OF LEISURE

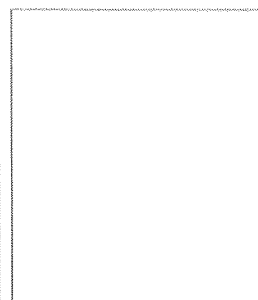
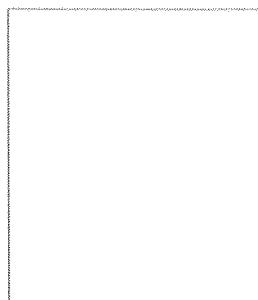
RERA REGISTRATION NO. - RAJ/P/2018/823

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## AGREEMENT FOR SALE



*[Handwritten signature]*



This **AGREEMENT FOR SALE** (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments made from time to time) is executed at Jaipur on this .....day..... year 20..... by and between:

### 1. Parties to this Agreement:

**M/s ANUKAMPA AVAS VIKAS LLP** (LLP Identification No. AAD-6666) a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at 301, Anukampa Mansion Phase-I, M.I. Road, Jaipur- 302001, Rajasthan and its corporate office at 7th Floor, Fortune Heights, C-94, Subhash Marg, Near Ahinsa Circle, C-Scheme, Jaipur, Rajasthan having its PAN : ABCFA0323R, represented by its authorized signatory Mr. Prashant Gupta (Aadhar No. 740939416819) hereinafter referred to as the "Promoter"(which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

AND

Mr./Mrs./Ms.....son/daughter/wife of  
 Mr..... Aged about .....years,  
 R/o.....  
 ..... (Aadhar No.....) (PAN .....)  
 & In case of Joint allottee Mr./Mrs./Ms..... son/daughter/wife of  
 Mr..... Aged about ..... years,  
 R/o.....  
 ..... (Aadhar No.....) (PAN .....)  
 (hereinafter singly/ jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

**FOR ANUKAMPA AVAS VIKAS LLP**

Authorized Signatory

Partnership Authorized Signatory

Buyer



Or

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[if the allottee is a partnership firm]

M/s.....a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at .....(PAN .....)  
through the partner Mr./Ms.....  
(Aadhar No.....) duly authorized vide authority letter dated ..... and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the OTHER PART.

Or

[if the allottee is a company]

M/s ..... (CIN No.....)  
a Company incorporated under the provisions of the Companies Act, 1956/2013 having its registered office at ..... and having its PAN: ..... through Mr./Ms.....  
(Aadhar No.....), its authorized signatory who has been duly empowered vide Board Resolution dated ..... (hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit hereinafter, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

Or

[if the allottee is HUF]

Mr./Ms..... (Aadhar No.....)  
son/daughter/wife of ..... aged about..... years for self and as the Karta of the HUF, having its place of business/ residence at .....  
.....(PAN .....) (hereinafter referred to as, "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the OTHER PART.

The Promoter and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

FOR ANIKAMPAA VAS VIKAS LLP

Authorized Signatory

By: \_\_\_\_\_ Authorized Signatory

Buyer

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# 1) INTERPRETATIONS/ DEFINITION

In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –

- A. "Act" means the Real Estate (Regulation and Development) Act, 2016;
- B. "Applicable Laws" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Jaipur Development Authority Act, 1982, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction / sale of the Project.
- C. "Approved Plans" shall mean the plans and designs of Project constructed or to be constructed on the Project Land, which has been duly approved by Jaipur Development Authority in the BPC Meeting held on dated 19.10.2015 and revised plans approved in the BPC meeting no. 205 held on dated 16.08.2018 including any variations changes therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
- D. "Building" shall mean the building/ tower in the Said Project where the Allottee/Allottee(s) has been allotted the "Unit/Service apartment".
- E. "Built-up area" means the sum of area of the Unit. It shall include area encompassed within the walls of Unit, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
- F. "Carpet Area" means the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the allottee(s);
- G. "Commercial Part" shall mean Shop/Showroom/space/kiosk/office etc. proposed to be built in the said building with Separate identified/demarcated entry.

FOR ANUKAMPA AVAS VIKAS LLP  
FOR Anukampa Avis Vikas LLP

Authorized Signatory

Partner/Authorized Signatory

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Buyer

- H. "Club House" means a club house having amenities such as indoor games, Equipped gym, Swimming Pool, Multipurpose hall/ Community Centre, activity room etc and other amenities for the residents/occupants of the Unit.
- I. "Common Areas and Facilities of the Project" shall mean such common areas, facilities and spaces developed in the Project named as "THE GRAND ANUKAMPA" meant for common use of all the occupants of the Project named as "THE GRAND ANUKAMPA" (as defined herein-below) and the equipments provided AND/OR reserved for the common use and the enjoyment of all the occupants of the Project and more particularly detailed in the **Schedule 10** attached hereto. However, any areas facilities and equipments reserved for a specific /group/person(s) or occupants of a specific part of the Project, shall not form part of common areas and facilities of the Project.
- J. "Completion Certificate" means the completion certificate or such certificate, by whatever name called, issued by the competent authority or by empanelled architect certifying that the project has been developed according to the sanctioned plan and specifications, as approved by the competent authority.
- K. "Delay Payment Charges/Interest" means the charges to be paid on account of delay in the payment of any due amount, charges and installment due at the Interest Rate (Specified herein below) and compensation for any loss caused due to delay in payment or for any other loss to the promoter.
- L. "Interest Rate" means the State Bank of India highest Marginal cost of Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- M. "Limited Common Area" means those common areas and facilities which are designated in writing by the promoter before the allotment, sale or other transfer of any Unit as reserved for use of certain Unit or service apartments to the exclusion of the other Units. Basement Parking, Roof/Terrace, Restaurant, Storages or any other area or portion earmarked for a particular Unit(s) by the promoter shall form part of Limited Common Areas and Facilities for use and enjoyment of Allottee of that Unit to the exclusion of other allottees.
- N. "Maintenance Society/Association of Allottees" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub section (4) of section 11 of the Act.
- O. "Mixed Project" shall mean the entire project consisting of independent flats/ shops and units along with common parts/ common spaces / common areas therein being constructed /developed on the said Land for residential and commercial use and named as "THE GRAND ANUKAMPA".
- P. "Occupancy Certificate" means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws.
- Q. "Para" means a Para of this Agreement;
- R. "Project Land" shall mean land admeasuring 7000 sq. mtr. situated at Plot No. S-1, Near Shyam Nagar Crossing, Ajmer Road, Jaipur, Rajasthan on which the Project named "THE GRAND ANUKAMPA" is being developed and is demarcated and shown in **Schedule-1 Part A**.
- S. "Proportionate Share" with reference to common expenses means that proportion of the common expenses which is payable by the allottee for the maintenance of the Building.

FOR ANUKAMPA AVAS VKAS LLP

Authorized Signatory

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- T. "Residential part" shall means apartment/unit to be built in the said building for residential purpose with Separate identified/demarcated entry.
- U. "Regulation" means the Regulation made under the Act as amended from time to time.
- V. "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017 as amended from time to time.
- W. "Schedule" means the Schedule attached to this Agreement.
- X. "Service apartments" shall means residential apartments for short term and long term accommodation on lease and rent basis, the project consisting of independent service apartments along with common parts/ common spaces / common areas therein being constructed /developed on the said Land for exclusive residential use and named as **"THE GRAND ANUKAMPA"**.
- Y. "Section" means the section(s) of the Act.
- Z. "Unit" shall means residential/commercial service apartment/apartment/shop having separate identified/demarcated entry along with common areas as defined in this agreement.

The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

## 2) WHEREAS THE PROMOTER DECLARES THAT

- A. The Promoter is the absolute owner of the land situated at Plot No. S-1, Near Shyam Nagar Crossing on Ajmer Road, City Jaipur District Jaipur with a total area admeasuring of 7000 square meters (hereinafter referred to as "Scheduled Land" and more fully described in the **Schedule 1 Part A**).
- B. The Land has been allotted by the Jaipur Development Authority [J.D.A.] for mixed land use purpose and the lease deed executed on dated 17.10.2005 by the J.D.A for Ninety Nine year. The Patta is registered in the office of Sub-Registrar Jaipur Five on dated 18.10.2005 Book No. 1, Volume No. 56, Page No. 129, Reg. No. 2005004557 and copy of deed filed in Additional Book No. 1, Volume No. 223, and Page No. 329 to 348.
- C. The Building plans have been approved by JDA in the BPC meeting held on dated 19.10.2015 and revised plans also approved by JDA in the BPC meeting held on dated 16.08.2018.
- D. The said land is earmarked for the purpose of residential & commercial project and the said project shall be known as **"THE GRAND ANUKAMPA"**.
- E. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

FOR ANUKAMPA AVAS VIKAS LLP  
For Anukampa Avs Vikas LLP

Authorized Signatory

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- F. The details of the encumbrances on the Land including any rights, title, interest or name of any party in or over the Land along with details are as under:-

On the said project a loan of Rs. 14.32 Crore is sanctioned from India Infoline Housing Limited.

- G. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as **"THE GRAND ANUKAMPA"** after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of commercial spaces, hotel and service apartments and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Project Land admeasuring **7000** square meters situated at Plot No. S-1, Near Shyam Nagar Crossing on Ajmer Road, Jaipur, Rajasthan. The location details are fully described in the **Schedule 1 Part A**.
- H. The Project has been registered with the Real Estate Regulatory Authority on 24/09/2018 and the Project Registration Certificate No. is RAJ/P/2018/823. This registration is valid for a period of 4 years and 5 Months commencing from 01/10/2018 and ending with 01/03/2023 unless extended by the Authority. The details of the Promoter and Project are also available in the website [www.rera.rajasthan.gov.in](http://www.rera.rajasthan.gov.in) Revised application form also submitted on dated 05/10/2018.
- I. Approval for construction up to 40 meters' height, Basement for Parking + Lower Ground + Upper Ground + 11 Floors have been taken from JDA in the BPC meeting held on dated 16.08.2018.
- J. The details of Floor plan of the Unit are given in **Schedule 2**.
- K. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are specifically mentioned in **Schedule 4**.
- L. The details of salient features proposed to be provided in the Project are specifically mentioned in **Schedule 5**.
- M. The details of other external development works to be taken for the project are specifically mentioned in **Schedule 6**.
- N. The details of specifications of material used in construction are specifically mentioned in **Schedule 7**.
- O. The stage wise time-schedule of completion of the Project thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is specifically mentioned in **Schedule 8**.

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- P. For compliance of the fire norms, required undertaking has been given to Jaipur Development Authority.
- Q. Environmental Clearance for the project has been obtained vide proposal no. IA/RJ/NCP/75326/2018 dated 31/10/2018.
- R. NOC from Public Health & Engineering Department is not required to be taken for the said project.
- S. The Promoter has opened a separate Bank Account in **ICICI Bank, Subhash Marg, C-Scheme branch, Jaipur** for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of Section 4.
- T. The allottee(s) have deposited a sum of Rs. .... (in words Rupees ..... ) as an advance payment/ booking amount including application fee 10% of the cost of the Unit and agrees to make timely payments of the remaining sale price as well as other dues as per terms and conditions of this Agreement.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

- U. That the Allottee understands that the Promoter is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the Land and also understands the limitations and obligations of the Promoter in respect of it.
- V. The Allottee has applied for a Unit in the Project via application no. .... Dated ..... and has been allotted Unit no. .... Having carpet area of ..... Square feet, on ..... Floor ("Building") along with pro rata share in the land underneath and common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Unit" more particularly described in **Schedule 1 Part B** and the floor plan of the Unit is annexed hereto and marked as **Schedule 2**.
- W. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- X. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Unit.

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NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY:-

1. TERMS

- i. Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase a unit no. ....
- ii. The Total Price for the Unit is more particularly described in **Schedule 9 Part A**.
- iii. The Total Price of the Unit includes the booking amount paid by the allottee to the Promoter towards the Unit.

The price of the Unit mentioned anywhere in the agreement is excluding of applicable government taxes be it GST, VAT or Cess or any other similar taxes present or future which may be levied, in connection with the construction of the project payable by the promoter, by whatever name called. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/modification:

- iv. All other charges, which are specifically mentioned in this Agreement or annexure of the agreement and does not form part of the Total Price (if any), shall be paid by the Allottee(s) in addition to Total Price as per this Agreement.

The Allottee shall be liable to pay documentation charges, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Lease Deed etc. in respect of the Unit. Advance maintenance charges of Rs. 90,000.00 plus GST for 5 years will be payable by the Allottee(s) at the time of intimation of possession. After completion of 5 years, revised maintenance charges will be payable as decided by mutual consent between the promoter and allottee (s) for a further period of 5 years.

The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in **Part A Schedule 9** and be paid in the manner provided in **Part B Schedule 9** hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- v. The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any

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other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- vi. It is agreed that the Promoter shall not make any addition and alteration in the specifications and the nature of fixtures, fittings and amenities in respect of the Unit without the previous written consent of the Allottee(s) and such consent shall not be unreasonably withheld by allottees.  
Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s).
- vii. The Allottee(s) agreed to give his / her consent as required under section 14 of the Real Estate (Regulation & Development) Act, 2016 with regards to the alterations or additions in the sanctioned plans and specifications of the buildings or the common areas and authorize the company for the said changes in the project as per approval from the competent authorities. The consent submitted in favor of the company will be irrevocable and the applicant will not be entitled to revoke it at any stage under any circumstances.
- viii. The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the completion certificate/occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area, then the Promoter shall refund the excess money paid by Allottee(s) within 45 days of informing the allottee about the final area of the unit. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the Unit allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made on the basis of the same rate per sq. ft. of Carpet Area as mutually agreed by the parties at the time of agreement.

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ix. The Promoter agrees and acknowledges, that the Allottee shall have the right to the Unit as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Unit;
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas and the land underneath. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority.
- (iii) That the computation of the price of the Unit includes recovery of price of land, construction of, not only the Unit but also, the common areas, internal development charges, furnishing, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Unit.

x. It is made clear by the Promoter and agreed by the Allottee that the Unit along with the right to use of the basement parking space provided in the project on the basis of first come first serve basis, shall be treated as a single indivisible unit for all purposes.

xi. The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues. If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

2. **MODE OF PAYMENT:** Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter,

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within the stipulated time as mentioned in the payment plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of "ANUKAMPA AVAS VIKAS LLP" payable at Jaipur.

The receipt would be valid only after realization of the said cheques / bank draft and effect of credit in the account of the Promoter.

**3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regards.
- 3.2 Whenever there is any change in the Residential & commercial status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws.
- 3.3 The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.
4. **ADJUSTMENT/ APPROPRIATION OF PAYMENTS:** The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee against the Unit, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

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5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee and the common areas to the Maintenance Society.

6. **CONSTRUCTION OF THE PROJECT:**

The Allottee has seen, understood and accepted the approved layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities.

Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, BAR and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. **POSSESSION OF THE UNIT:**

**7.1 Schedule for possession of the said Unit:** – The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project upto 1<sup>st</sup> March'2023 (scheduled completion date) unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature effecting the regular development of the real estate project none availability of any construction material ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from the date on which termination became effective. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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**7.2 Procedure for taking possession:** - The Promoter, upon obtaining the Occupancy certificate/completion certificate from the competent authority shall vide "offer letter" offer the possession in writing of the Unit with demand of all the outstanding dues, Interest (if any ) and stamp duty, registration charges and documentation charges, other incidental charges. Further the promoter shall subject to the payment of entire dues, execute and register a conveyance deed and convey the title of the Unit and also handover the possession of the Unit to the allottee within 2 months from the date of obtaining the Occupancy Certificate/completion certificate.

Provided that in order to afford the transfer of title and handing over the possession of the Unit in an expeditious manner to the allottee and in order to afford the availability of Unit in time to the allottee, the promoter may offer for registration of the conveyance deed and transfer of possession to the allottee before obtaining the completion / occupancy certificate as the case may be as per the provisions prescribed under the Act and local laws.

It shall be the duty of the allottee to adhere to the prescribed time line for payment of dues and execution and registration of sale deed.

After taking possession or the expiry of 2 months from the date of completion of the project whichever is earlier the allottee shall be liable to pay maintenance/holding charges.

**7.3 Possession of the Allottee:**-After obtaining the Occupancy certificate and handing over physical possession of the Unit to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society.

**7.4 Failure of Allottee to take possession of Unit:** - If the Allottee(s) fails and neglects to take possession it shall be deemed to have taken possession on the expiry of the period mentioned in the notice and thereafter the Premises shall be at the risk and costs of the Allottee(s). The Allottee(s) shall be liable to pay Rs. 25 for per Sq. Ft. of super built up area of the Unit per month for each unit as holding charges to the Promoter for the period it delays to take over the possession. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/ penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises.

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- 7.5 Cancellation by Allottee :-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount (equaling to 10% of the total price of the Unit) paid for the allotment other than all any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest within 45 days of such cancellation.

- 7.6 Compensation:-** The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, (i) if the Promoter fails to complete or is unable to give possession of the said Unit in accordance with the terms of this Agreement, duly completed within the stipulated tenure; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Unit which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

**8. PAYMENT OF TAXES, CESSSES ETC:-**

- (i) The Allottee/s herein is well aware that, the Central Government of India has imposed GST on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of Unit's by the Promoter to the Buyer and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the Buyer herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.
- (ii) If at any time, after execution of this agreement, the applicable taxes such as GST or any other taxes are

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increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said Unit or this agreement or the transaction herein, shall exclusively be paid/borne by the Buyer. The Buyer hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Buyer the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iii) The Allottee/s herein is well aware that, the Central Government of India has inserted Sec. 194-IA in Income Tax Act 1961 imposed responsibility on Allottee/s if consideration payable by the Allottee/s to the Promoter is more than Rs. 50,00,000/- (Rupees Fifty Lakh Only) than at the time of credit of such sum to the account of the promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee/s herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan – cum – statement in Form No. 26QB u/s 194-IA of Income Tax Act 1961 read with Income Tax Rule 30 (a) (2A) & 31A in the name of Promoter herein with PAN, then only the Promoter will acknowledge receipt of part consideration of said statement for the amount equal to deducted and paid under such Challan – cum – statement.

Provided that, at the time of handing over the possession of the said tenement if any such Challan – cum – Statement in Form No. 26QB is not produced by the Allottee/s, then Allottee/s herein shall deposit amount as interest free deposit with the promoter equivalent to the amount which is to be paid by the Promoter to the Allottee/s on submitting Challan – cum – Statement in Form NO. 26QB within 15 days from the end of the month in which possession of the tenement is delivered by the Promoter to the Allottee/s.

Notwithstanding anything contents stated hereinabove, the liability to pay the aforesaid taxes, etc. will be always on Buyer of the said Unit and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Buyer along with interests 10.5% per annum and Buyer herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Buyer in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said Unit being first encumbrance of the Promoter. The Buyer herein with due-diligence has accepted the aforesaid condition.

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That all rates, cesses and service tax or any other taxes imposed by Central/ State Government or any Semi Government Agency on construction of the said premises or on its sell shall be payable by the Allottee at such rates as may be applicable. If the Promoter is required to pay any such amount at any time then the same shall be reimbursed by the Allottee to the Promoter.

**9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:** The Promoter hereby represents and warranties to the Allottee(s) as follows:

- i) The Promoter has absolute, clear and marketable title with respect to the project Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the project Land for the Project;
- ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- iii) There are no encumbrances upon the project Land or the Project except specifically mentioned in this agreement;
- iv) There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the Unit;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas; Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society within stipulated timelines.
- ix) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities

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till the completion certificate is issued and possession of the Unit along with common areas (equipped with all the specifications, amenities and facilities) is handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;

- xi) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

#### 10. EVENTS OF DEFAULTS AND CONSEQUENCES:

10.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events, namely: -

- (i) The Promoter fails to provide ready to move in possession of the Unit to the Allottee(s) within the time period specified in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, is issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made there under.

10.2. In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following: -

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) shall be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest within forty-five days of receiving the termination notice: Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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10.3. The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) On the occurrence of failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
- (ii) Delay/Default by Allottee(s) (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;
- (iii) After the issuance of Offer Letter, failure on the part of the Allottee(s) to deposit the dues including interest (if applicable), under this Agreement within the period mentioned in the Offer Letter;
- (iv) Breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (v) Violation of any of the Applicable Laws on the part of the Allottee(s). In such circumstances the Promoter's rights/remedies are:
  - a) The Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate of 10.5% for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
  - b) The Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
  - c) Further till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover interest (b) recover maintenance charges with applicable taxes from the date of issuance of Offer Letter; (c) recover holding/ safeguarding charges Rs. 25 for per Sq. Ft. of the super built up area of the Unit on monthly basis; (d) taxes (e); withhold registration of the conveyance deed of the Unit in favour of the Allottee(s); and to refuse possession of Unit to the Allottee(s) till payment of amounts is recovered;
  - d) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement;
  - e) Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner

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whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest:

- (i) The Amount equaling to 10% of the total price of the Unit.
- (ii) All taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit;
- (iii) The interest paid/payable by the Allottee(s) to the Promoter, any actual loss, brokerage if applicable;

Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules/Regulations.

**11. MAINTENANCE OF THE SAID BUILDING/ UNIT/ PROJECT:**

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till taking over of the maintenance of the Project by the maintenance society.

It shall be duty of the Maintenance Society to take over maintenance of the project within 2 months from the date of receipt of completion certificate or offer made by promoter to Maintenance Society in this respect.

Maintenance Society with the main objective to take over from the Promoter, the responsibility of maintenance of common areas as mentioned hereunder and/or with such other object or purpose and in such manner and to such extent as the Promoter or its nominee may decide from time to time. The Allottee agrees and undertakes that he shall abide by and comply with the bye-laws and rules and regulations of such maintenance Society. After the Promoter hand over the management/ maintenance of the common areas to the Association of Allottees Society then it shall be the sole responsibility of the Society, to run and maintain the common areas and to determine from time to time the rate and amount of combined expenses and outgoings for common amenities and common services, recoverable proportionately from the Allottee and from all other parties and the Allottee agrees that he shall be liable to pay the said combined expenses and outgoings for common amenities and common services, recoverable proportionately from the Allottee and from all other parties and other dues to the Society from time to time regularly.

The operation of service and maintenance of the said Project shall be done in accordance with the Maintenance Agreement. The Allottee agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement.

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# **11.1 FORMATION OF ORGANISATION / SOCIETY OF THE UNIT HOLDERS:-**

- (i) The Unit allottee along with other allottee in the said project shall join in forming and registering the aforesaid organization / Society as agreed and to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and / of membership and other papers and documents necessary for formation and registration of the organization and for becoming member, including bye-laws of the proposed organization and duly fill in, sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Unit allottee/s, so as to enable the Promoter to register the organization of Unit allottees. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and / or Article of association, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (ii) The Allottee agrees to pay the following charges at the time of intimation of possession
  - (a) Maintenance charges of the area of his premises as mentioned in this agreement and be determined from time to time.
  - (b) Proportionate share of all expenses incurred for insuring the structure of "The Grand Anukampa" as & when demanded.
  - (c) Service Tax / GST or other Tax or duty levied by Central or State Government.
- (iii) (a) Pending formation of the Society or Body Corporate as stated in clause 11.1 above entire maintenance upkeep and preservation of the said Unit, operation of the common services and management of common areas therein shall be done by the Promoter or its nominee on the terms and conditions mentioned herein unless agreed to separately. The Allottee agrees to pay (i) maintenance charges of Rs. 90,000 (Rupees Ninety thousand) i.e. @ Rs. 1500 per month for 5 years at the time of intimation of possession and as subsequently decided by the promoter of his premises. The maintenance charges will be revised for further period of 5 years on mutual consent (ii) proportionate share of all expenses incurred for insuring the superstructure as and when demanded by the Promoter and/ or nominee The maintenance charges shall be utilized for the purpose mentioned in Schedule II of this Agreement.
- (b) In case of default of payment of the aforesaid charges, the promoter or its nominee shall be entitled to discontinue/disconnect the services including electricity and water to the said premises apart from the right to recover the charges with minimum interest @ 10.5% p.a. from the Allottee and/or from the occupier of the said premises from/out of the rent payable to the Allottee.

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**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. In this case it is important to note that there can be slight hairline cracks, due to temperature variations and heterogeneous nature of Construction for which the promoter shall not be liable as stated above, in case of any other defect pointed by the allottee, The same shall be referred to a registered architect or engineer and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by allottees falls under the provision of the act. However, in case any damage to the unit is caused by the allottee and/or any reasonable wear and tear and/or and/or improper maintenance and undue negligence on the part of the allottee(s)/owners' association and/or any damaged caused due to force majeure shall not be covered under defect liability period.

**13. RIGHT TO ENTER THE UNIT FOR REPAIRS:**

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, setback/covered parking for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE**

That the said ownership rights in the unit shall be sold to the Allottee only for the specified purpose of being used as a Unit. That the allottee hereby agreed that he shall be obliged to comply with the terms and conditions of the Usage agreement which shall be separately executed by the allottee with the promoter before taking over the possession, which shall form part and parcel of this agreement. That the allottee(s) shall not use the apartment for bar, office, gambling, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the unit for the purpose other than that for which the unit is being sold to him. In the case of violation of this condition the Promoter shall be entitled to take steps to enforce the

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conditions laid down in this clause apart from the Promoter's right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Promoter may decide for restraining the Allottee from making a use prohibited by this Agreement.

**Use of Basement(s) and service areas:** - The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Society for rendering maintenance services.

**15. CLUB HOUSE FACILITIES:** The Promoter has/ shall design a clubhouse with facilities consisting of pool, health club gymnasium, etc. The club house shall be run and maintained exclusively by the maintenance agency. The maintenance agency shall be entitled to make the rules and regulations for use of club facilities and the allottee undertakes to abide by such rules and regulations.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT**

- (i) The Allottee(s) shall, after taking possession, be solely responsible to maintain the said Unit at his/her own cost.
- (ii) The Allottee shall not fix, whether temporary or permanent any fixture and fitting other than as approved by the Promoter at the time of possession. The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
- (iii) The Allottee(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carryout any change in the exterior elevation for design. The non-observance of the provisions of this clause shall entitle the Promoter or Maintenance Agency, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- (iv) That the Allottee shall use the said apartments/unit only for the residential purpose/commercial purpose, as the case may be according to the usage. Since the said project is a mixed project of Commercial and Residential activities and the Allottee is aware of this fact, hence the allottee have

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no objection on account of commercial activities on commercial parts of the building is being run; further the entries for both commercial and residential part of building is separate, specifically demarcated and identified.

- (v) The Allottee shall not cause hurdle or cause nuisance in the residential part/commercial part, as the case may be of the building by impairing or hampering legal and authorized commercial activities.
- (vi) That the Allottee shall not use the said premises for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other Unit and/or Common Area / Common Parts/ Facility in the Complex.
- (vii) That the Allottee shall not do or suffer anything to be done in or about the said Unit which may tend to cause damages to any Common Area/ Roads/ Streets in the Complex or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.
- (viii) That the Allottee shall not at any time demolish the structure of the said Unit or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature to the said Unit or any part thereof.
- (ix) That the Allottee may, however, make suitable changes in the said Unit provided hereinafter without causing damage or harm to the structure of said Unit & architectural aspect thereof but only with the prior approval/consent of the Promoter in writing.
- (x) That the Allottee shall not make any alterations in any elevations and outside color scheme of the exposed walls, of the verandah, balconies, or any external wall of the Unit, which in the opinion of Promoter differ from the overall scheme of the Complex.
- (xi) That neither the Allottee nor the occupant of the said Unit shall put up any signboard, hoardings, publicity or advertisement material, outside the Unit or anywhere in the Common Area / common Parts. The Allottee shall be allowed to put up his name-plate at the space provided by the Promoter for this purpose.
- (xii) That the Allottee shall have no right to put or fix or store any kind of thing, article or goods in the Common Area/ Common Parts, Streets, passages, pavements, open compound or any other common place or space owned by the Promoter and the Promoter shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the cost, risk and responsibility of the Allottee. The Promoter shall have the authority to forfeit and/ or dispose of the

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same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods/things.

- (xiii) That any explosives, combustible articles or any other articles which are inflammable shall not be stored by the Allottee under any circumstances in the said Unit.
- (xiv) That the Allottee shall carry out day-to-day maintenance of the said Unit and fixtures and fittings installed therein including painting, polishing of interiors, electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said Unit at its own costs without affecting and disturbing other Units/office spaces holders. That he shall comply with and carryout, from time to time, after it has taken possession (as defined in this Agreement) of the Unit all the required allotments, requisitions, demands and repairs which are required to be complied with by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said Unit, at his own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
- (xv) The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter on behalf of the Unit owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Company for this purpose.
- (xvi) The Allottee shall be required to acquire and maintain separate electric connection for the said Unit in his own name from the Jaipur Vidyut Vitran Nigam Limited or any other electricity company and the entire cost of the electric meter and its fixation charges, and other fittings shall be borne by him. The Allottee has further undertaken and agreed that he shall use electric connection for the purpose of lighting in the said Unit and that he shall not give or allow any electric connection to any other person for use in any other space or premises other than the said Unit. However, cabling, MCB main switch will be provided by the Promoter.
- (xvii) The Allottee shall not be permitted to carry out alteration to the main structure of the said Unit as well as ceiling, etc. whether inside the premises of the Unit, erection of internal partitions and any other internal alterations and additions. Provided that if any such additions or alterations, are necessary for the apartment then the prior approval of the Promoter or the approval of local body or government authority, as may be required.
- (xviii) The Allottee(s) shall be liable to pay house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the

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Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of Unit. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

- (xix) The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xx) The Allottee(s) agrees and understands that except the Unit as described in attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws. Convenient shops, shops, dining hall, ATM space, kiosk etc. built in any part of the Project shall be the exclusive property of the Promoter and he shall be free to deal with it.
- (xxi) The Allottee undertakes not to sub-divide the said Unit, agreed to be sold to him / her. The Allottee further undertakes that in case it transfers its right and interests in the said Unit, in favour of any person / Promoter by way of Sale, mortgage, tenancy, license, gift or in any other manner, such person / Promoter so inducted by the Allottee shall also be bound by the terms and conditions of this Agreement. The Promoter or its nominee shall be entitled to enforce all terms and conditions of this Agreement against any person / Promoter / entity who has been inducted in the said Unit, originally agreed to be sold to the Allottee, irrespective of the fact whether such entry in the Unit of the Allottee is permissive or hostile.
- (xxii) Each space of the Project not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole Project, Such Taxes Fees etc. shall pay by allottee in proportion to the carpet area such apportionment shall be made by the Promoter or their nominee, as the case may be, and the same shall be conclusive, final and binding upon the Allottee and the Allottee shall promptly pay to the Promoter such proportionate amount of tax as demanded by the Promoter. The Allottee shall comply with and abide by all the Rules, Laws regulations, demands etc of any local and/or Government Authority. In case of any delayed payment interest shall be levied on such due amount.

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(xxiii) Since the said Unit agreed to be sold is a part of Complex and it is in the interest of the Allottee / occupiers that some safeguards be provided to prevent unauthorized persons to enter into the Premises of the Complex including the common areas and to give an effective hand to the Promoter or its nominee to deal with such unlawful entrants / peddlers, etc. and also to enable the Promoter or its nominee and lawful occupants of the various Units in general, to deal more effectively with the security of the Complex and maintenance of order therein, the entry be regulated. For this purpose, the allottee agrees that the promoter or its nominee shall be free to restrict the entry of anyone into the Complex whom it considers undesirable. In case of insistence, the security staff of the complex will be at liberty to call upon the allottee/ lawful / tenant / occupant of the Premises to come to the gate to personally escort the persons from the gate to his/ her premises and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally, The provision of security services will not cast any liability of any kind upon the promoter or its nominee.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

**18. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Unit, Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Unit, Building.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the

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Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) after deducting the amount as specified in the application form.

**21. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/ Building, as the case may be.

**22. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan mentioned in this Agreement including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made there under or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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**26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the Carpet area of the Unit bears to the total Carpet area of all the Units in the Project.

**27. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar at.....Jaipur. Hence this Agreement shall be deemed to have been executed at Jaipur.

**29. NOTICES:**

All the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified below: -

M/s Anukampa Avas Vikas LLP	Allottee(s) name
Address:- 7th Floor, Fortune Heights, C-94, Subhash Marg, Near Ahinsa Circle, C- Scheme, Jaipur	Address: _____ _____ _____ _____

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

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**30. JOINT ALLOTTEE:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

**31. SAVINGS:**

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the Unit, or building, as the case may be, prior to the execution and registration of the agreement for sale for such Unit, or building, as the case may be, shall not be construed to limit the rights and interests of the allottee or the promoter under the agreement for sale, under the Act, the rules or the regulations made there under.

**32. JURISDICTION :** That, the High Court of Judicature for Rajasthan, at Jaipur bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.**33. DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim ("Dispute") arising between the parties out of or in relation to or in connection with this Agreement, of the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Agreement, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "Arbitration Act"). The venue of arbitration proceedings shall be Jaipur. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions. On failure of all measures mentioned herein before, the dispute shall be settled in the manner as provided under the act.**34. LOAN FACILITY:**

In case the Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following –

- i. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- ii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the developer or Promoter, as per the payment schedule, shall be ensured by the Allottee, failing which, the delay payment clauses shall be applicable.

**35. PARKING:**

- (i) The Allottee understands that the project comprises of basement parking space for day to day comfort of all unit holders. That the use of the parking is as per first come first serve basis.

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Further, the Allottee(s) understand and agree that he shall not use the Parking space for any other purpose. The allottee has no right to claim/demand the reserved parking space.

**36. DISCLOSURE:**

That the Allottee has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Rajasthan in this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.

**37. ASSIGNMENT:**

The Allottee shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The nominee(s) shall be bound by the terms and conditions of this Agreement. The Allottee assures that the Promoter shall not be liable on any account, whatsoever, in respect of any transaction between the Allottee and his / her nominee(s). It is distinctly understood by the Allottee that upon such transfer, the Allottee shall no more be entitled to any privileges and facilities, if any, available in the said Unit arising from the allotment of the said Unit. The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

In case the Allottee wants to transfer the rights under the Agreement to Sell after obtaining prior written consent of the Promoter to his/her spouse/children/parents and HUF, the Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the existing Allottee of the Unit shall be liable to pay Transfer Fee of Rs. 200/- (Rupees Two Hundred only) per Sq. Ft. on Super built-up area (plus GST/ Service Tax/VAT and other applicable taxes) of the Unit to the Promoter for each subsequent transfers. The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

The Allottee and the persons to whom the Unit is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and / or its nominee may ask it to do from time to time which are required under the Act. Such transfer shall be done only after receipt of No Objection Certificate from the Promoter/ Maintenance Society. In case any government taxes, cess, levy, duty is payable in such respect, the Allottee shall be solely liable to pay such government taxes, cess, levy, duty etc.

**38. ELECTRICITY CONNECTION:**

- i. That the Purchaser shall be required to get and maintain separate electric connection for the said premises in his own name from JVVNL and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and shall be reimbursed to the Promoter if the same is incurred by the Promoter. The Purchaser shall be entitled to avail and get electric connection from JVVNL only after the aforesaid obligations are complied with and N.O.C. obtained from Promoter by him.

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- ii. The Allottee has further agreed to pay the difference of the check meter and actual reading meter of the individual user of JVVNL proportionately if the check meter is installed by the State.
- iii. The Allottee will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/service of the Project. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.
- iv. Electric charges for the separate meter installed for common facility like lift, Tube well, Parking area, outer development of staircase, corridors, gates, control room etc. shall be paid by the Allottee in proportion to the area of the Said Premises as per demand by the Promoter/Society.

If, however, due to any subsequent legislation/Government order or directive or guidelines or change in the National Building Code of India (NBC) 2005 or if deemed necessary at the sole discretion of the Owner/Promoter/Society, additional fire safety measures are undertaken, then the Allottee shall pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the Owner/Promoter/Society, which shall be final and binding on the Allottee.

**39. TUBEWELL:**

That the Promoter will provide tube well as per requirement assessed by the Architect, In case of failure of tube well after handing over possession of the premises the occupants or their society will get new tube well constructed or will make alternative arrangements through Government/ PHED & or any other proper agency.

**40. INDEMNIFICATION:**

The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in this agreement due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

- a) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.

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b) The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

**41. SPECIFIC PERFORMANCE:**

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

**42. GENERAL CONDITIONS:**

(i) So long as each space of the said Units is not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other statutory taxes assessed on the whole Units, such apportionment shall be made by the Promoter or its nominee, as the case may be, and the same shall be conclusive, final and binding upon the Allottee.

(ii) (a) The structure of the building will be got insured against fire and, if necessary, for earthquake and other natural calamities by the Promoter or its nominee on behalf of the Allottee but contents of said premises shall be got insured by the Allottee at his own cost. The insurance charges shall be payable separately by the Allottee in proportion to the area of space purchased by him vis-à-vis the premium of space payable by the promoter or its nominee.

(b) The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of the Units/shop in any part of the said Units or cause increased premium to be payable in respect thereof. The Allottee hereby covenants to keep and maintain the periphery wall and partition walls of the said premises, sewers, drainage pipes, appurtenances thereto or belonging thereto in the same good tenable repaired state or condition in which it would be delivered to him and in particular so as to support, shelter and protect the part of the Units other than the space purchased by him.

(iii) (a) That on final payment as per Schedule 9 part B, ownership rights in the said premises to the Allottee shall be only for the specified purpose of being used as a Unit subject to the specific condition that the Allottee shall have no right to use the said premises for office, gambling house, lodging house or for illegal purposes. The Allottee has further specifically agreed that he shall not use or permit any other person to use the said premises for a purpose other than that for which the said premises have been sold to him as per the Usage Agreement. In the case of violation of this condition the promoter shall be entitled to take steps to enforce the conditions laid down in this clause apart from the promoter right to claim damages from the Allottee and the right to such other action or seek such other legal remedy as the Promoter may decide for restraining the Allottee from making use prohibited by this Agreement.

(b) The Allottee shall not use the said premises for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other residential & commercial Unit in the building or the owners or occupiers of neighboring properties or to crowd the lifts.

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(c) The Allottee shall not be permitted to close verandahs or balconies or common corridors or staircases even if a particular floor / floors are purchased by the same party.

(d) The covenants herein agreed by the Allottee shall be binding and enforceable against the occupier. Further, the terms and conditions agreed by the Allottee under this agreement shall be made legally binding on the occupier as part of the terms and conditions between the Allottee and the occupier.

(e) The Allottee hereby agrees that he shall have no right to put or fix or store any kind of thing, article or goods in the common passages, corridors, projections, open compound or any other common place or space owned by the Promoter and the Promoter shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the risk and responsibility of the Allottee. The Allottee shall be entitled to claim return of such goods, materials, packages or things from the Promoter only on payment of removal/storage charges fixed by the Promoter provided that such goods are claimed within a reasonable period and after the expiry of a reasonable period the Promoter shall have the authority to forfeit and/or dispose of the same without any notice or accountability to the Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods.

(f) The Allottee agrees that he shall not hang from or attach to the beams or rafters or put on floors any articles or machinery, which are heavy, and can affect or are likely to affect, endanger or damage to the structure of the said building. The Allottee shall not install any machinery, which may create sound, or noise or which may in any manner cause damages or injury to the building or any structure or portion thereof. The Allottee further agrees that explosive, combustible articles or any other articles, which are inflammable, shall not be stored by him under any circumstances in the said premises. The Allottee shall not be entitled to use any oven to be lit up with fire or to use vapor lamps and/or similar appliances which may be deemed to adversely affect the electrical installation in the building.

(g) (i) That the Allottee has specifically agreed that he shall not be entitled in any way to prevent the promoter or his assignee or nominee and their workmen from carrying building materials in the said building or any other manner particularly in the course of construction or development or repairs, improvements, Alterations or additions in and to any part or portion of the said land or building by the promoter though such activity of the promoter may cause inconvenience or difficulties to the Allottee in the course of aforesaid construction or development. In case, the promoter or his assignee or nominee desires to cause earth cutting in any part of the vacant land or in any open space in any part of the land for the purpose of making any sort of underground facility or development, the Allottee shall not be entitled to raise any objection thereto and shall be bound to extend necessary co-operation although, it may cause inconvenience or difficulties to the Allottee in the course of such development. Further, the promoter in order to facilitate future construction or maintenance of the building at any time shall be entitled to fix any scaffolding or pda for use of the workmen or for carrying of materials and the Allottee shall not raise any objection for inconvenience to him.

(ii) That the Allottee hereby agrees that in the event of any amount being payable by the Promoter by way of any statutory tax or levy by any Competent Authority in respect of such portion of the premises, which shall continue to be owned and possessed by the Promoter for the common benefit of all occupants of different portions of the said building, all such taxes or levies on such portion of the

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premises shall be apportioned amongst all occupants in the ratio of the area of the space held by them. The Allottee further agrees to reimburse the Promoter regarding such statutory taxes or levies in proportion to the covered area of the said premises hereby purchased by the Allottee along with his proportionate share of taxes or levies on portions of premises for the common benefit of all concerned.

(iii) That the Promoter or its nominee and its representatives, employees etc. shall be entitled at any reasonable time to enter into / upon the said premises for carrying out any repairs, alteration, lighting, cleaning etc. for any purpose of the Units or in connection with obligations and rights under this Agreement including the disconnection of the electricity and water or for repairing of wire, cables, gutters, pipes, drains, structure etc.

(iv) That the Allottee hereby covenants with the Promoter to regularly pay the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the terms and conditions contained in the Agreement and to keep the Promoter and its agents and respective estates and effects, indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that the Promoter may suffer as a result of non-observance or nonperformance of the said terms and conditions, except in so far as the same are to be observed and performed by the Promoter.

(v) That the Promoter and its nominee shall have the first lien and charge on the said premises in the event of the Allottee parting with any interest therein for all its dues thereto and/or that may hereafter become due and payable by the Allottee to the Promoter and/or his nominees under this Agreement.

(vi) That the Promoter covenants with the Allottee that on the Allottee paying the dues and performing the terms of the Agreement and stipulations on his / her part herein contained he /she shall peacefully hold and enjoy the said premises without any interruption from any person rightfully claiming under or in trust for the Promoter.

(vii) The Allottee in respect of said premises shall comply with and shall abide by all laws, bye-laws, rules, regulations, requisitions, demands etc. of Jaipur Nagar Nigam/Jaipur Development Authority or any other competent authority and shall attend, answer and carry them out at his own cost and be responsible for all deviations, violations or breaches thereof and shall also observe and perform all the terms and conditions contained in this Agreement.

(viii) The promoter alone shall be entitled to obtain the refund of various securities deposited by him during construction of the said Units with various Government/Local Authorities for electric, water and sewer connection etc., If any paid by the Promoter.

43. That this Agreement has been executed in duplicate. One copy has been retained by the promoter and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same Agreement.
44. That all annexure and Schedules annexed with Agreement are integral part of this Agreement.

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IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at Jaipur in the presence of attesting witness, signing as such on the day first above written.

Signed and delivered by the within named Allottee(s) and Promoter in the presence of witnesses on .....

Passport size photograph with signature across the photograph (First-Allottee)	Passport size photograph with signature across the photograph (Second-Allottee)	Passport size photograph with signature across the photograph (Third-Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

PROMOTER

For and on behalf of M/s Anukampa Avas Vikas LLP

(Prashant Gupta)  
Authorized Signatory

WITNESSES

1-Signature

2-Signature

Name  
Address

Name  
Address

#### Schedule-1

#### Part A

(Details of land holdings of the Promoter and location of the Scheduled Land)

1. The piece and parcel of the plot of land admeasuring 7000 sq. mtr. situated at Plot No. S-1, Near Shyam Nagar Crossing, Ajmer Road, City Jaipur District Jaipur Rajasthan, bounded on the: -

In North	:	160' Wide Road
In South	:	Other's Land
In East	:	20' Wide Road
In West	:	JDA Land

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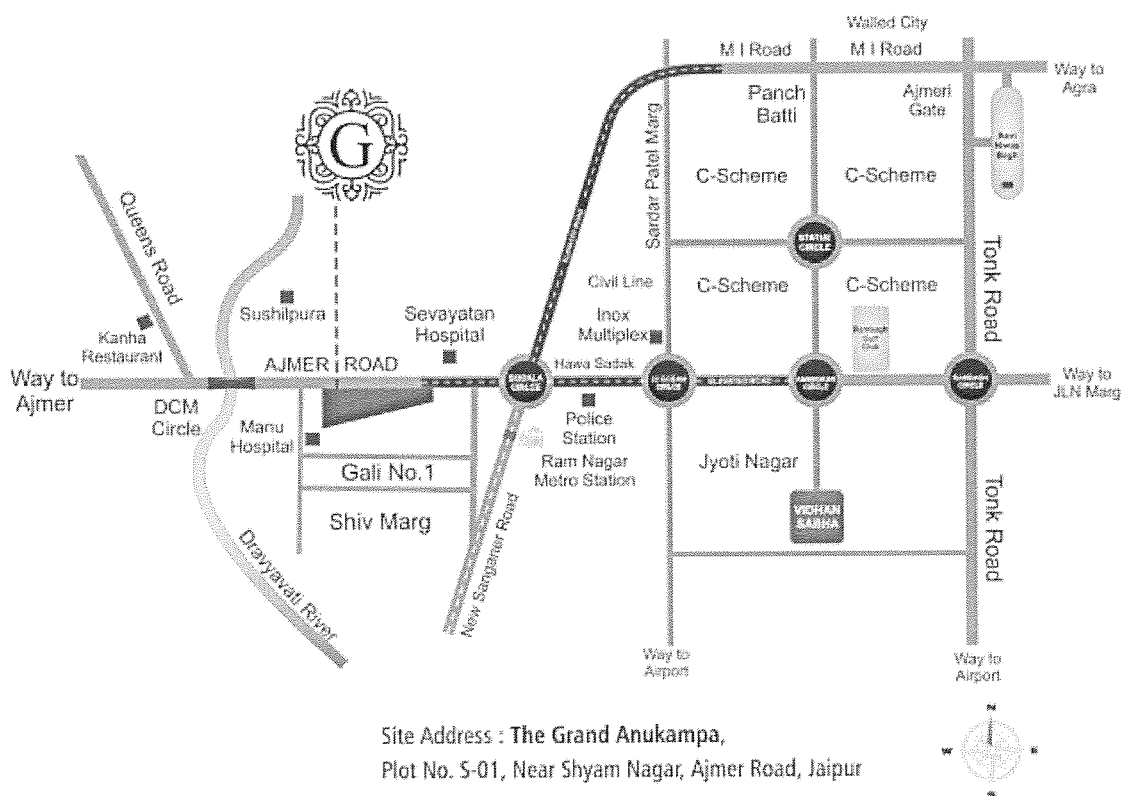
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2. Latitude/ Longitude of the end points of the Project

Longitude	Latitude
26°54'00.40"N	75°46'11.21"E
26°53'56.08"N	75°46'06.80"E
26°53'57.92"N	75°46'05.58"E
26°54'00.81"N	75°46'10.89"E

3. Location Map



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**Part B**  
**Description of unit**

- a. Unit No. ....
- b. Floor: ....
- c. Type: ....
- d. Carpet Area: .....sq. ft.
- e. Built-up Area: ..... sq. ft.
- f. Super Built – up Area: ..... sq. ft.

**PART C**

**(Total Price of the Unit)**

The total price of the Unit is Rs. ....  
(Rs. ....only)

Which includes following articles:

- |                             |                              |
|-----------------------------|------------------------------|
| 1. Bed                      | 15. Exhaust                  |
| 2. Side Table               | 16. Tea/Coffee maker         |
| 3. Mattress                 | 17. Curtains                 |
| 4. Sofa                     | 18. Dinner Set For 4 Persons |
| 5. Wooden & Glass Partition | 19. Decorative Lights        |
| 6. Wardrobe                 | 20. Refrigerator             |
| 7. Modular Kitchen Cabinets | 21. Hair Dryer               |
| 8. Kitchen Counter          | 22. Bedsheet                 |
| 9. Study Table              | 23. Pillow                   |
| 10. Study Chair             | 24. Clock                    |
| 11. Microwave               | 25. Pop Up Toaster           |
| 12. Hot Plate               | 26. LED                      |
| 13. Fan                     | 27. Air Conditioner 2 Ton    |
| 14. Tube Light              |                              |

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For Authorized Signatory **ANUKAMPA AVAS VIKAS LLP**

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Schedule 2

Floor Plan of the Unit  
Annexed with the Agreement

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**Schedule 3**  
**(Specifications of the Project)**

Area	Floor	Doors	Windows/Ventilatio	Walls/Ceilings	Electrical
Living	Vitrified Tiles	Flush Door /Skin Doors	UPVC /Aluminum	POP Finish on walls with Premium paint	Modern Electrical System with concealed copperwiring
Drawings	Vitrified Tiles	Flush Door /Skin Doors	UPVC /Aluminum	POP Finish on walls with Premium paint	Decorative Light in Drawing and Dining
Bedroom	Vitrified Tiles	Flush Door /Skin Doors	UPVC /Aluminum	POP Finish on walls with Premium paint	Tv/Telephone /AC points in all the rooms
Toilet	Anti-Skid Ceramic tiles	Flush Door /Skin Doors	Anodized Aluminum Window	Designer Tiles Up to Full Height	Premium quality switches and accessories
Utilities	Anti-Skid Ceramic tiles	Flush Door /Skin Doors	UPVC /Aluminum	Paint Finish	Electronic Point at appropriate place
Kitchen	Vitrified Tiles	Flush Door /Skin Doors	Anodized Aluminum Window	Modular Kitchen With 2'-0" ceramic tiles above counter	Fan Exhaust and Tube light provided
Common Lobby	Natural Stone/ tiles	Flush Door /Skin Doors	Anodized Aluminum Window	POP Finish on walls with cornice and Premium Paint	Power Back-up (silent D.G set) for common services

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For Anu

Authorized Signatory **Avas Vikas LLP**

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Part 1 Authorized Signatory

## Schedule 4

## (Detailed Plan of Development Works to be undertaken)

The Promoter has conceived a detail plan of following development works to be developed in the Said Project:

- i) **Fire Fighting Facilities-** Fire fighting equipments/ facilities will be provided in the said project.
- ii) **Water Supply -** The Government of Rajasthan is making a policy for supply of water in the multi-stories buildings. As and when the policy will be implemented, the owner's association of the building will take water connection. Till then, underground water will be used for drinking and other purposes.
- iii) **Emergency Evacuation Services-** It will be provided in the said Project as per NBC guidelines of appropriate width.
- iv) **Electrical Supply-** Electricity/power shall be supplied by JVVNL
- v) **Sewage Treatment Plant-** The Promoter proposes/ has installed STP for treatment of sewage. Operationalisation of STP required minimum threshold occupancy. However, till such time, the Promoter shall provide a septic tank for disposal of waste.

## Schedule 5

## (Detailed of salient features of the Proposed Project)

1. Club house
2. Landscape garden
3. 160 Ft. Sector Road
4. S.T.P
5. Rain Water Harvesting

## Schedule 6

## (Other External Development Works)

1. Electric Substation
2. Landscape Garden
3. Sewerage Treatment Plant

## Schedule 7

(Details of Specifications of Material used in construction)  
As Mentioned in Schedule 3

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**Schedule 8**  
**Stage wise time-schedule of completion of the Project**

1. The stage wise time-schedule of completion of the Project thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is as under:-

STAGE	Date by which the works are Proposed to be completed
Completion of Excavation / Piling of Foundation Work	December 2018
Completion of Footing work of the building	February 2019
Casting of Basement Slab	May 2019
Casting of Lower Ground Floor Slab	July 2019
Casting of Upper Ground Floor Slab	October 2019
Casting of 1st Floor Slab	December 2019
Casting of 2nd Floor Slab	February 2020
Casting of 3rd Floor Slab	April 2020
Casting of 4th Floor Slab	June 2020
Casting of 5 <sup>th</sup> Floor Slab	August 2020
Casting of 6 <sup>th</sup> Floor Slab	October 2020
Casting of 7 <sup>th</sup> Floor Slab	December 2020
Casting of 8 <sup>th</sup> Floor Slab	January 2021
Casting of 9 <sup>th</sup> Floor Slab	February 2021
Casting of 10 <sup>th</sup> Floor Slab	March 2021
Casting of 11 <sup>th</sup> Floor Slab	April 2021
Finishing of the apartment	December 2021
Intimation of Possession	March 2022

Note: - Above mentioned time schedule of completion is tentative and the milestones can be initiated before schedule and in that case the above mentioned schedule cannot be taken as reason for any delayed payment.

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## Schedule-9

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## Part A

Unit Price of the Unit is Rs. ....

(In words

Rupees.....only)

(Unit Price includes Basic Sale Price)

I. Basic Sale Price :-

S.No	Particulars	Amount
1.	Carpet area..... Sq Ft. (.....)	
Total basic cost		

Other Payments:-

S. No	Particulars	Amount
1.	Maintenance Charges for 5 years @ 1500.00 per month (at the time of intimation of possession)	90,000.00
2.	Taxes	As Applicable GST
TOTAL		_____ + GST

Total price includes Unit Price and excludes other Payments. Total Price of the Unit is

Rs.....

(In words

.....)

## Part B

Booking Amount and Advance Payment: The Allottee/ Purchaser has paid Rs. ....  
(Rupees .....only) to the Promoter in the following manner as Sale Consideration, the receipt of which, the Promoter do hereby acknowledge.

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S. No	Cheque No.	Amount	Service Tax / GST	Drawn On
	<b>TOTAL</b>			

**Balance Payment Schedule:** The Allottee hereby agrees to pay the balance Total Sale Consideration of Rs...../-  
(Rupees.....only) which shall be payable in installments in the following manner:

**Note:**

The benefit of input tax credit had been considered in the price of the unit. The allottee has understood the same and will not raise any objection in this regard in future.

**CONSTRUCTION LINKED PAYMENT PLAN**

	Payable in % on total price	the installment is to be paid by the allottee
At the time of booking	10%	10 days from demand
At the time of start of excavation work	10%	10 days from demand
At the time of start of Raft Foundation	10%	10 days from demand
At the time of start of casting of basement slab	10%	10 days from demand
At the time of start of casting of Upper ground floor slab	10%	10 days from demand
At the time of start of casting of 1st floor slab	8%	10 days from demand
At the time of start of casting of 3rd floor slab	8%	10 days from demand
At the time of start of casting of 5th floor slab	8%	10 days from demand
At the time of start of casting of 7th floor slab	7%	10 days from demand
At the time of start of casting of 9th floor slab	7%	10 days from demand
At the time of start of casting of 11th floor slab	7%	10 days from demand
At the time of Intimation of Possession	5%	10 days from demand

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- Note: i) Amount reflected above is exclusive of Service Tax/GST/VAT, interest and stamp duty and registration charges.
- ii) The payment plan reflected above is construction linked payment plan. The same may be changed as agreed between the parties.
- iii) That the Buyer shall bear all of the expenses to be incurred in connection with the registration of the sale deed of the demised premises such as purchase of stamp papers, surcharge, and payment of registration fee, payment for any advice or assistance sought for the registration of this sale deed.

#### Schedule-10

##### (Details of Common Areas, facilities and amenities of the Project)

- 1) The Scheduled Land
- 2) The stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
- 3) The common basements, parks, play areas, open parking areas and common storage spaces;
- 4) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of Unit service personnel;
- 5) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- 6) The water tanks, pumps, motors, compressors, ducts and all apparatus connected with installations for common use;
- 7) All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

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## **ANUKAMPA AVAS VIKAS LLP**

Corporate Office:- C-94, Fortune Heights, 7th Floor, Subhash Marg, Near Ahinsa Circle, C-Scheme, Jaipur.  
Phone No. - 01414 4212121(21 Lines) | Email - [sales@anukampagroup.com](mailto:sales@anukampagroup.com)  
Website - [www.anukampagroup.com](http://www.anukampagroup.com)

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Note:- This schedule of payment plan will be changed on release of the building plan approved in the BPC meeting held on dated 16.08.2018.

**Note:**

- i) Amount reflected above is exclusive of Service Tax/GST/VAT, interest, and stamp duty and registration charges.
- ii) The payment plan reflected above is construction linked payment plan. The same may change as agreed between the parties.
- iii) That the Buyer shall bear all of the expenses to be incurred in connection with the registration of the sale deed of the demised premises such as purchase of stamp papers, surcharge, and payment of registration fee, payment for any advice or assistance sought for the registration of this sale deed.

**Schedule-10**

**(Details of Common Areas, facilities and amenities of the Project)**

- 1) The Scheduled Land
- 2) The stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
- 3) The common basements, parks, play areas, open parking areas and common storage spaces;
- 4) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of Unit service personnel;
- 5) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- 6) The water tanks, pumps, motors, compressors, ducts and all apparatus connected with installations for common use;

All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use.

**For ANUKAMPA AVAS VIKAS LLP**  
For Anukampa Avs Vikas LLP

Partner/Authorized Signatory  
**Authorized Signatory**

**Buyer**