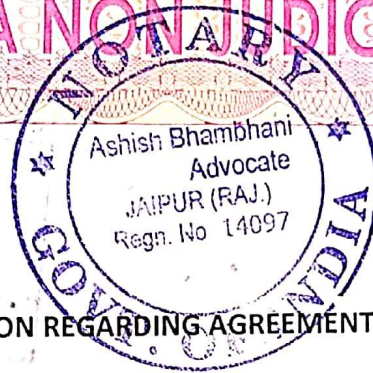




राजस्थान RAJASTHAN

AY 228680



DECLARATION REGARDING AGREEMENT OF SALE

I, Roopchand Diya S/o Shivraj, Age 26, Address:- Sarsadi Road, Dantra, Jethana, Ajmer, Rajasthan-305207 (Aadhar No:- XXXX-XXXX-2350), Authorized Signatory of Happy Realsquare LLP, do hereby solemnly declare, undertake and state as under:

1. That the agreement for sale of our project "GOKUL AURA" Situated at Khasra No. 737, 738, 739, 740, 742, 743, 744, 745, 746, 747, 748, 896, 899 at Village- Sawai Jaisinghpura URF Bas Bilwa, Tehsil- Sanganer (Jaipur) is in accordance to the 'Form-G' of Real Estate (Regulation and Development) Rules, 2017.
2. That none of the terms and conditions of the agreement to sale presented by us violate the laws and rules of the Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That if any contradiction arises in future, Roopchand Diya, Authorized Signatory of Happy Realsquare LLP, the deponent will be responsible for it.

ATTESTED

Notary, Govt. of India
JAIPUR (Raj.)

- 4 MAY 2021

For HAPPY REALSQUARE LLP

Roopchand Diya
Authorized Signatory
Deponent

मनोहर दास समताणी (मुद्राक लाईसेंस नं. 263/97)
30/10/01, स्वर्ण पथ, मानसरोवर, जयपुर

9 APR 2021

क्रमांक ५० दिनांक ९/११/२०१८

रूपये ७५

नाम.....
पिता का नाम.....

पता.....बावत.....
५०८/१ लखनौ ९
१०००००

~~Not used~~

मनोहर दास समताणी (मुद्राक लाईसेंस नं. 263/97)
30/10/01, स्वर्ण पथ, मानसरोवर, जयपुर

सुखा

स्टाम्प खरीदने वाले के हस्ताक्षर

राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत स्टाम्प राशि पर प्रसारित अधिभार	
1. आवासीय अथवा वाणिज्यिक सुविधाओं हेतु आवासीय 3-10-10 प्रतिगत	राज्य 10/-
2. सड़क और प्रमुख नगर के सड़क और प्रमुख सड़क और प्रमुख नगर के सड़क और प्रमुख नगर के सड़क और प्रमुख नगर के सड़क और प्रमुख	राज्य 20/-
3. अन्य	राज्य 30/-

HAPPY REALSQUARE LLP

Reg. Office : 40, Shreeji Enclave, Jairampura Road, Neendar, Jaipur-302013

PROVISIONAL ALLOTMENT LETTER

Photo

It is hereby certified that the Plot/Shop/Flat/Villa No. (here in after referred to as the Unit) measuring sq. mtrs / sq. yards / sq. ft (in words.....

.....) in Niji Khatedari Residential/Commercial Scheme.....

..... is provisionally allotted to Shri/Smt./Kum.

..... S/o. W/o. D/o. Shri.....

..... R/o.....

as per enclosed site plan of the above scheme and has been physically handed over to the said allottee subject to the terms and conditions, (Mentioned Overleaf) Which have been accepted by the allottee.

This document hereby vests in Mrs./Mr.

with full ownership rights and authority to possess the said plot and possession letter is hereby issued

on this.....day of.....month.....Year

Khatedar/ Owner / Developer

TERMS & CONDITIONS

1. That the allottee or the transferee or the assignee, as the case may be, shall have to pay all the charges to the government, local body, and local authority or the khatedar / Owner Developer, Vikas Samiti as may be decided from time to time.
2. The allottee or the transferee or the assignee as the case may be, shall have to pay to khatedar any due or dues that have fallen due or may become due hereafter. The allottee or the transferee or the assignee, as the case may be, shall have no option but to satisfy the claims that may be conveyed to him/her by the khatedar.
3. The allottee or the transferee or the assignee, as the case may be, shall have to pay any legal charges such as, registration charges, stamp duty, taxes etc, or any other statutory charges in respect of the allotted/transferred property.
4. The allottee or the transferee or the assignee, as the case may be, accept the possession of the plot of land, after studying legal status thereof, at his/her own risk qua any notice issued by the state Govt./Local Body/Central Govt. for acquisition from time to time.
5. The area and the Plot No. mentioned in the allotment letter is subject to adjustment on the final demarcation or the plot and/or approval of land by JDA or other public authorities.
6. That every dispute that arises between the parties and all the questions relating to interpretation and construction of any condition or part thereof shall be decided by the khatedar / Owner / Developer or his Authorised Representative and his decision shall be final and binding on the allottee or the transferee or the assignee.
7. That this allotment letter does not, of itself, create any right, titles and interest in favour of allottee or the transferee or the assignee, as the case may be, without receiving the possession letter from the Khatedar / Owner / Developer.
8. Any dispute arising out of the above condition No. 1 to 7 shall be decided through arbitration as is provided in the arbitration Act and rules made thereunder.
9. That the above conditions are subject to Jaipur Jurisdiction only.

Khatedar / Owner / Developer

The above terms and conditions are accepted and provisional allotment letter has been received by me.

Place:

Date:

Witness (1)

(2)

FORM-G
[Refer rule 9]
AGREEMENT FOR SALE

Affix colour
photograph of Allottee
/First Allottee with
signature
across the photograph

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

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this day of Two Thousand and Twenty at Jaipur.

By and Between

M/S HAPPY REALSQUARE LLP (REG. No : AAF-9364) a LLP registered under The Limited Liability Partnership Act, 2008 and having its registered office at 40, Shreeji Enclave, Jairampura Road, Neendar, Jaipur - 302013 and its (PAN is AAJFH3292A) , represented by its authorized signatory Mr. Roopchand Diya (PAN No BMHPD7890K) authorized vide board resolution dated 03/05/2021 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.

For HAPPY REALSQUARE LLP
Roopchand Diya
Authorized Signatory

AND

Mr. S/o. Mr. Aged about Years, R/o. (Aadhar No.) (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.

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

INTERPRETATIONS/ DEFINITIONS:

(1) 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) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
- (c) "Para" means a Para of this Agreement;
- (d) "Association of Allottees (AOA)/ shall means and includes the / Association/Society, by whatever name called, of the allottees of the Units in the Whole Project, Which Shall be formed or to be formed by the owners as per the requirement of clause (e) of sub section (4) of section 11 of the Act for the management / Common Facilities in the Project.
- (e) "Regulation" means the Regulation made under the Act;
- (f) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (g) "Schedule" means the Schedule attached to this Agreement; and
- (h) "Section" means the section of the Act.
- (i) "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 real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- (j) "Plot" shall means the specific plot applied for by the allottee(s), intended and /or capable of being independently and exclusive occupied and intended to be used for the purpose specified in the agreement.
- (k) "Project" shall means the Project consisting of independent plot/unit/and along with common parts/common spaces/common area therein being constructed/ developed on the said project land and named as "GOKUL AURA"
- (l) "Project Land" shall be land admeasuring 20800.00 Sq. Mt.(2.08 Hec.), situated at Khasra No. 737, 738, 739, 740, 742, 743, 744, 745, 746, 747, 748, 896, 899 at Village-Sawai Jaisinghpura URF Bas Bilwa, Tehsil- Sanganer (Jaipur), state - Rajasthan on which the Said Project is being developed and is demarcated and shown in Schedule 1 Part A.

(2) 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.

For HAPPY REALSQUARE LLP

Roo Chand Dyer

Authorised Signatory

WHEREAS THE PROMOTER DECLARES THAT

A. The Promoter is in lawful possession of the land Khasra No. 737, 738, 739, 740, 742, 743, 744, 745, 746, 747, 748, 896, 899 of Village- Sawai Jaisinghpura URF Bas Bilwa, Tehsil- Sanganer (Jaipur) with a total area admeasuring of 20800 Square Meters (2.08 Hec.) (herein after referred to as 'Project Land' and more fully described in the Schedule-I).

B. The Promotor has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was purchased by the Promotor from following company/person -

S. No.	Name of Seller	Registered On	Sub-Registrar Office	Book No.	Volume No.	Page No.	Serial No.	Additional Book No.	Volume No.	Page No.
1.	Gopali Devi w/o Ramkesh Meena	02/02/2021	Sanganer-II	1	449	101	202103025100377	1	1794	184 to 193
2.	Harsahay Meena S/o Ramlal Meena and Gopali Devi w/o Ramkesh Meena	02/02/2021	Sanganer-II	1	449	102	202103025100378	1	1794	194 to 203
3.	Ramkesh Meena S/o Moolchand Through POA Mr. Ghudmal S/o Moolchand	02/02/2021	Sanganer-II	1	449	103	202103025100379	1	1794	204 to 213

C. The said Project land is earmarked for the purpose of plotted development of a Residential project, comprising residential plots, retail shops and the said project shall be known as "GOKUL AURA"

D. 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.

E. The Jaipur Development Authority has granted the commencement certificate to develop the Project vide its approval number 905/B dated 03/05/2021.

F. The Project Land is free from all encumbrances.

G. The Promoter has conceived, planned and is in the process of developing a real estate project known as "GOKUL AURA", (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of plots and includes the development works, on a piece and parcel of Land admeasuring 20,800 Square Meters situated at Village- Sawai Jaisinghpura URF Bas Bilwa, Tehsil- Sanganer (Jaipur). The location details are fully described in the Schedule-I.

H. The Project has been registered with the Real Estate Regulatory Authority on dated and the Project Registration Certificate No. is This registration is valid for a period ofMonths and days commencing from and ending with unless extended by the Authority. The details of the Company and Project are also available in the website (www.rera.rajasthan.gov.in) of the Authority.

I. The layout plan/ site plan of the Project "GOKUL AURA" has been sanctioned on dated 15/03/2021 by the Jaipur Development Authority and copy of which is enclosed as Schedule-2. 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;

Rupchand Singh
Authorised Signatory

- J. The details of plan of development works to be executed in the Project as per Township Policy, 2010, the proposed facilities to be provided thereof as provided under clause (e) of sub-section (2) of section 4, are- Roads, Street Lights poles, Demarcation of Plots, Park Development & all other work as per Township Policy, 2010.
- K. 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 for 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-Road network, well lit approach roads to all units and landscaped roads and park.
- L. The details of other external development works to be taken for the Project: Not Applicable.
- M. The details of specifications of material used in construction-all the material will be of good quality. Not applicable
- N. The stage wise time-schedule of completion of the project/phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above -mention internal/external development works as under-

Sr. no	Date by which the works are proposed to be completed	Details of works to be completed
1	31/12/2022	Water line, electricity line, Roads and Park development with plantation and all other works as per township policy 2010

- O. Fire NOC for the Project: - Not Applicable.
- P. The NOC related to Airport Authority of India: - Not Applicable.
- Q. Environment Clearance from the Department Concerned:- Not Applicable
- R. The Promoter has opened a separate account in Branch Durgapura, Jaipur of SBI Bank for the purpose as provided in sub- clause (D) of clause (I) of sub-section (2) of section 4.

Detail of RERA 70 % Bank Account:

Account Name	Happy Realsquare LLP
Account no.	39869926127
IFSC	SBIN0013057

Detail of Master 100 % Collection Bank Account:

Account Name	Happy Realsquare LLP
Account no.	39935397096
IFSC	SBIN0013057

- S. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the project, has applied for allotment and to purchase a Plot (hereinafter referred to as the 'Plot') in the Project vide his/her/their/its Application dated

The Allottee(s) has also deposited a sum of Rs...../- (Rupees Only) as an advance payment/ booking amount including application fee vide cheque No., Branch..... (not being more than 10% of the cost of the plot as provided in sub-section (1) of section 13) and agrees to

For HAPPY REALSQUARE LLP

Rupesh Chandra

Authorised Signatory

make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

T. The Allottee has applied for a Plot/Unit in the Project vide Application dated and has been allotted Plot No. having area of Square Meter as permissible under the applicable law and of pro-rata share in the common areas as defined under clause (n) of section 2 of the Act, hereinafter referred to as the "Plot", more particularly described in Schedule-4;

U. 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.

V. 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;

W. 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 plot as specified in Para S and T.

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

1. TERMS :

1.1 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 and receive the Plot as specified in Para 'S and T'

1.2 The Total Price for the Plot based on the area is Rs./- (In Words Rupees Only) ("Total Price") (Give break-up and description):-

Plot No. -	Rate of Plot Per Square Meter -
Type - Residential Plot	
Location - Village- Sawai Jaisinghpura	Rs./-
URF Bas Bilwa, Tehsil- Sanganer (Jaipur)	
Total Area: Square Meter	
Total Price (In Rupees)	Rs./-

Explanation:

(i) The Total Price above includes the booking amounts of Rs.....(Rupees....) paid by the allottee to the Promoter towards the Apartment/ Plot as mentioned in Para 'U'.

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and 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) upto the date of the handing over the possession of the Apartment// Plot to the allottee and the Project to the Maintenance Society or the competent authority after obtaining the completion certificate:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the 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;

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above 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 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;
- (iv) The Total Price of Apartment/ Plot includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.

- 1.3 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 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 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 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

- 1.4 As mentioned in para 'S' above, the Company has already received an advance / booking amount from the Allottee(s) a sum of Rs./- (Rupees Only) (not being more than 10% of the total cost of the Unit as provided in sub- section (1) of section 13) out of the total price of Rs./- and the Allottees(s) agrees and undertakes to pay the balance amount of Rs./- of the total price strictly in accordance with the payment plan given below :-

Amount Received as on.....	Rs./- Vide Cheque No.
Amount to be Received on or Before.....	Rs./-

For HAPPY REAL SQUARE LLP

Roopchand Yadav

Authorised Signatory

1.5 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications in respect of the Plot without the previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

1.6 Subject to Term No. 8.(iii) the Promoter agreed and acknowledges, the Allottee shall have the right to the Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Plot;
- (ii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot.

1.7 It is made clear by the Promoter and the Allottee agrees that the Plot shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee.

1.8 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the plot to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project, as applicable). 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 plot 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.

1.9 The Allottee has paid a sum of Rs./- (Rupees Only) as booking amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Company hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the payment plan at Term No.1.3 above as may be demanded by the Promoter within the time and manner specified therein.

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 at Term No. 1.3 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of "Happy Realsquare LLP" payable at JAIPUR.

For HAPPY REALSQUARE LLP

Rooi Chandani 48

Authorised Signatory

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residence 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 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 regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.
- 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 of the plot in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only and in case of cancellation by any such allottee, refund in terms of this Agreement shall be made only to allottee.

4. ADJUSTEMENT/ 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 Plot, 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 Plot to the Allottee or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT:

The Allottee(s) has seen, understood and accepted the approved layout plan, specifications of the Plot and accepted the payment plan and the specifications, annexed along with this agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the said Project in accordance with the said layout plans, and specifications,. 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, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have any 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.

For HAPPY REALSQUARE LLP
Roop chand dhyani

Authorized Signatory

7. POSSESSION OF THE PLOT:

7.1 **Schedule for possession of the said Plot** - The Promoter agrees and understands that timely delivery of possession of the Apartment/ Plot 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 Apartment/ Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31/12/2022, 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 ("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 Apartment/ Plot, 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 that date. 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.

7.2 **Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/ Plot, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. 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), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottee at the time of conveyance of the same

7.3 **Failure of Allottee to take possession of Apartment/Plot-** Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment/ Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above

7.4 **Possession of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Apartment/ Plot 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 or the competent authority, as the case may be, as per the local laws: Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

For HAPPY REALS SQUARE LLP

Roop chand dhye

Authorised Signatory

- 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 paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five 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, if the Promoter fails to complete or is unable to give possession of the said Apartment/ Plot (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; 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 Apartment/ Plot, 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 Apartment/ Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) The Promoter has clear and marketable title with respect to the Project Land and the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the said 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;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the Unit/ Plot;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Plot 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, Plot and common areas;
- (vi) The 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;
- (vii) 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 Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement;

For HAPPYREALSQUARE LLP

Roopchand Dya

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Plot to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee(s)
- (x) 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;
- (xi) 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 Project to the competent authorities till the completion certificate has been issued and possession of the Plot has been handed over to the Allottee or the competent authority, as the case may be;
- (xii) 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 Project Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

9.1 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 possession of the plot to the Allottee(s) within the time period specified in Term No. 7.1 above 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, "Possession" shall mean that the plot shall be in a habitable condition which is complete in all respects including the provision of all specifications, as agreed to between the parties, and for which 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.

9.2 In case of default by the Promoter under the conditions listed above and subject to the condition that there is no default on part of Allottee, 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 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 Plot 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 Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

For HAPPYREALSQUARE LLP

Rooftop Chand Diga
Authorised Signatory

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

- (i) In case the Allottee(s) fails to make payments for 2 consecutive demands made by the Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favor of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID PLOT :

The Promoter, on receipt of total price of the Plot as per Term No.1.2 under the Agreement from the Allottee, shall issue provisional allotment letter in respect of the said plot in the format prescribed by the JDA (Provisional Allotment Letter), to the Allottee(s) in terms of this Agreement. Subsequent to the issuance of the Provisional Allotment Letter to the Allottee(s) by the Promoter, the Allottee(s) shall obtain the lease deed (patta) in respect of the Plot from JDA for the conveyance of title of the plot in favor of the Allottee(s). Further the promoter shall also handover the Common Areas of the Project to the Association of Allottee(s) / Competent Authority, as the case may be, within thirty days from the date of issuance of the Completion Certificate.

11. MAINTENANCE OF THE SAID PROJECT :

The Promoter shall Convey the Common Areas of the Project to the Association of Allottee (s) / Maintenance Society / Competent Authority, as the case may be, in accordance with the Applicable Laws.

After the handover of Common Areas of the Project to Association of Allottee (s) / Competent authority, as the case may be, as per the Act, it shall be the responsibility of the Allottee (s) / Competent authority, to run and maintain the Common Areas of the Said Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas of Said Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Association of Allottee (s) / Competent authority, from time to time & regularly. Not applicable

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 (5) years by the Allottee(s) from the date of handing over first possession or Deemed Date of Possession, which is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) 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. However, in case any damage to the development is caused by the Allottee(s) and/ or any reasonable wear and tear and/ or any damage caused due to Force Majeure shall not be covered under defect liability period.

For HAPPY REALSQUARE LLP
Raj Chand 24/9

Authorised Signatory

13. RIGHT TO ENTER THE UNIT FOR REPAIR

The Promoter/ Maintenance Society/ Competent Authority shall have rights of unrestricted access of all Common areas and spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society/ Competent Authority to enter into the Plot 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. Not applicable

14. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT :

- (i) Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/ Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment/ Plot, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ Plot, and keep the said Apartment/ Plot,, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- (ii) The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the Apartment/ Plot or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment/ Plot.
- (iii) 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.

15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

16. ADDITIONAL DEVELOPMENT:

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.

17. 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 Plot 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 Plot.

For HAPPY REAL SQUARE LLP
Rupchand Singh

Authorized Signatory

18. 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, 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) 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 if so needed by the allottee as and when intimated by the Promoter, then the 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.

19. 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 Plot.

20. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

21. 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 Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

22. WAIVER NOT A LIMITATION TO ENFORCE:

22.1 The Promoter may, at least solve 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 this Agreement including waving 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(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s).

22.2 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.

23. 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 the 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.

For HAPPYREALSQUARE LLP

Rupchand Dugg

Authorised Signatory

24. 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 Allottee(s) in the Project, the same shall be the proportion which the area of the plot bears to the total area of all the Plots in the Project.

25. 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.

26. 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, and after the Agreement is duly executed by the Allottee(s) and the promoter or simultaneously with the execution the said Agreement if so needed, by the Allottee(s) shall be registered at any office of the Sub-Registrar at Jaipur. Hence this Agreement shall be deemed to have been executed at Jaipur.

27. NOTICES:

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

M/s Happy Realsquare LLP Authorized Signatory- Mr. Roopchand diya	Allottee(s) Name -
Address - 40, Shreeji Enclave, Jairampura Road, Neendar, Jaipur - 302013	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.

28. JOINT ALLOTTEE:

That in case there are Joint Allottee(s) 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).

29. SAVINGS:

Any application, letter, allotment letter or any other document signed by the Allottee(s), in respect of the plot prior to the execution and registration of the agreement for sale for such plot shall not be construed to limit the rights and interests of the Allottee(s) or the Promoter under the agreement for sale, under the Act, the rules or the regulations made there under.

For HAPPY REALSQUARE LLP

Roop chand diya

Authorized Signatory

30. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made there under including other applicable laws of India for the time being in force.

31. DISPUTE RESOLUTION :

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

32. DISCLOSURE :

That the Allottee has entered into this Agreement with full knowledge , physical inspection and understanding of nature of construction plan of the promoter, title documents of the promoter, sale deeds and arrangements enter into by the promoters with several other person and subject to the all present and future laws, rules, regulation, bye laws applicable to this area, including terms and condition given by the promoter to concerned authorities, and/or the Government of Rajasthan in this regard and to such other regulation 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.

34. INDEMNIFICATION:

The Allottee(s) shall , without prejudice to any other rights of the promoters, agrees to indemnify and keep fully indemnified, hold harmless and defend the promoter, from and against third party claims, demands, actions, suits, proceeding, judgements, orders, damages, costs, losses, and expenses of any nature whatsoever brought against the promoters 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 (1) any of provisions/covenants of this Agreements and /or (2) any representation or warrants or covenants of the allottee being false or incorrect and/or (3) Any other claims , cost or damage directly attributable to the obligation of the allottee(s) under the agreement or due to failure/delay of the allottee(s) to comply with its obligation under the applicables laws and agreements

For HAPPY REALSQUARE LLP

Rooftop and 2/4/22

Authorised Signatory

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.....

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)

Signed and delivered by the within named Promoter in the presence of witnesses at Jaipur on

For and on behalf of M/s HAPPY REALSQUARE LLP	
Name - Roopchand Diya	For HAPPY REALSQUARE LLP
Signature -	Roopchand Diya Authorized Signatory
Designation - Authorized Signatory	

WITNESSES	
1. Signature	
Name	
Address	
2. Signature	
Name	
Address	

For HAPPY REALSQUARE LLP

Roopchand Diya
Authorized Signatory

SCHEDULE-1
(Details and location of the Project Land)

Name of Revenue Village and Tehsil	Khasra No.	Area (in Square Meters)
Village- Sawai Jaisinghpura URF Bas Bilwa, Tehsil- Sanganer (Jaipur)	737, 738, 739, 740, 742, 743, 744, 745, 746, 747, 748, 896, 899	20800.00
	Total Area	20800.00

Or

Name of Scheme and City	Plot No.	Area (Square Meter)
GOKUL AURA City - Jaipur		

- The piece and parcel of the plot of land in site is bounded on the :-
 In North -
 In South -
 In East -
 In West -

 And Measuring
 North to South -
 East to West -
- Location Map - Attached

SCHEDULE-2
(Lay-out Plan of the Project) - Attached

SCHEDULE-3
(Floor Plan of the Apartment and Block/ Tower in the Project) - Not Applicable

SCHEDULE-4
[Description of the Plot and Garage/Covered Parking (if applicable) alongwith boundaries in all four directions] - Attached

SCHEDULE-5
(Specifications, facilities, amenities, which are part of the Plot) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Plot in the Project) - Not Applicable

For HAPPY REALSQUARE LLP
Rupchand Singh
 Authorised Signatory

SCHEDULE-6
(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Plot in the Project) - As per Township Policy, 2010

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)