



AFFIDAVIT

राजस्थान RAJASTHAN

Seema Jain W/o Shri Vikas Jain R/o 3 KA 10, Jawahar Nagar, Jaipur, Rajasthan-302004, aged 40 years promoter of the proposed project/duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:-

AX 848376

1. That the agreement for sale/Builder buyer agreement of our project "**Suparshwa Aangan Phase-II**" is in accordance of Form-G of Rajasthan Real Estate(Regulation & 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 & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development). Rules, 2017
3. That if any contradiction arises in the provision of the The Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development). Rules, 2017 will prevail in future and promoters of "**Suparshwa Aangan Phase-II**", the will be responsible for it.

For SANKALP DEVELOPERS

Deponent

Authorised Signatory

Verification

, Seema Jain Wife of Shri Vikas Jain aged 40 years R/o 3 KA 10, Jawahar Nagar, Jaipur, Rajasthan-302004, Partner of M/s **Sankalp Developers** do hereby verify 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 there from.

ATTESTED

RAJENDRA KUMAR SOMI
NOTARY (GOVT. OF INDIA)
JAIPUR (RAJ.)

For SANKALP DEVELOPERS

Deponent

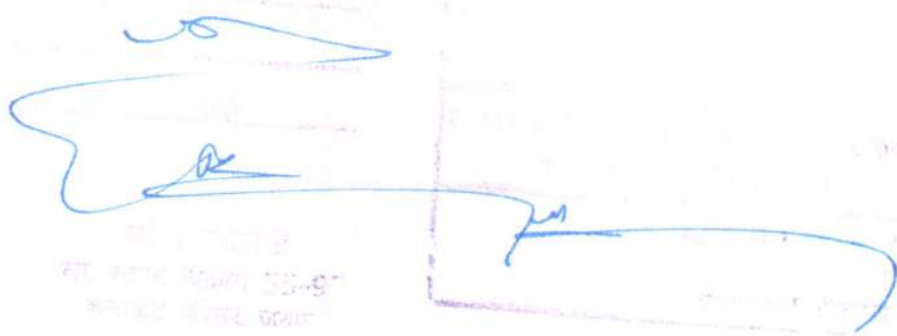
Authorised Signatory

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AGREEMENT FOR SALE

(As per rule 9 of Rajasthan Real Estate (Regulation and Development) Rules, 2017 and Model form G)

Affix
Color
photograph
of
Allottee/
First
Allottee
with
signature

Affix
Color
photograph
of the
authorized
signatory
of
Promoter
with
signature

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this ____ day of _____ Two thousand and _____ at Jaipur (Raj.)

by and between

SANKALP DEVELOPERS, a partnership firm having its principal place of business at E123-124, Sahakar Marg, Behind IOC Petrol Pump, Jaipur, (Rajasthan) PAN : ACRFS7149F; through its partner Mr. Vikas Jain (Aadhar No. 944997324053), Age 43 years, S/o. Mr. Vimal Chand Jain, R/o. 3 ka 10, Jawahar Nagar, Jaipur, (Rajasthan)-302004, authorized vide Authorization Letter dated 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

(1) _____ aged ____ Years, Son of Mr. _____, R/o _____, Aadhar No. _____, PAN: _____ & (2) _____ aged ____ Years, Son of Mr. _____, R/o _____

For SANKALP DEVELOPERS

Surya Jain
Authorized Signatory

Aadhar No. _____, PAN: _____, (hereinafter singly/ jointly, as the case may be, referred to as the "ALLOTTEE(S)/PURCHASER", 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)/Purchaser 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) "ADVERTISEMENT/BROCHURE" means any document described or issued as advertisement through any medium and includes any notice, circular or other documents or publicity in any form, informing persons about a real estate project, or offering for sale of Villa or inviting persons to purchase in any manner such, Villa or to make advances or deposits for such purposes. The plans shown in the brochure are not drawn to scale and are included only for the purpose of identification. The measurements shown in the plans are indicative and may vary. Furniture lay out is only an indication for space utilization. The elevation shown in the brochure is an artist's expression only and the actual may vary according to the practical site conditions. All measurements and specifications shown in the brochure are subject to minor variations without specific or general notice/s. All such variations/alterations shall be purely at the discretion of the builder. The brochure is only for information and does not constitute a legal invitation to an offer.
- (c) "ALLOTTEE/ALLOTTEE(S)/PURCHASER'S" means and includes

For SANKALP DEVELOPERS

Deena Jais
Authorized Signatory

- i. If the Allottee(s) be an individual then his/her legal successor(s), executors, administrators, legal representatives and permitted assignees;
 - ii. If the Allottee(s) be a Hindu Undivided Family, then its karta and each of the member constituting HUF their Heirs executors, successors, administrators and permitted assignees;
 - iii. In case the Allottee(s) be a Partnership Firm, then its partners for the time being, their legal successor(s), executors, administrators, legal representatives and permitted assignees including those of the respective partners; and
 - iv. In case the Allottee(s) be a limited company, then its legal successor(s), representatives and permitted assignees;
 - v. and includes the person who subsequently acquires the allotment through sale, transfer or otherwise but does not include a person to whom such Villa, as the case may be, is given on rent;
- (d) "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 Act, 1959, Jaipur Building Bye Laws, 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.

For SANKALP DEVELOPER

Seema Jain
Authorised Signatory

- (e) **"ASSOCIATION OF ALLOTTEES"** means an Association of Villa owners to be formed or deemed to have been formed, consisting of the Villa owners in the project acting as a group in accordance with the applicable bye-laws and shall include society formed by villa owners, cooperative society of allottees or a federation of allottees as per the Clause (e) of Sub- Section (4) of Section 11 of the Act;
- (f) **"BUILT UP AREA"** shall mean the area measured at floor level of any Villa and 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;
- (g) **"COMMON PURPOSES"** shall mean and include the purposes of maintaining and managing the Project and in particular the common parts, meeting of the common expenses and matters relating to mutual rights and obligations of the Allottee's inter-se relating to the Project and the common use and enjoyment thereof.
- (h) **"COMMON SERVICES"** Includes all the services employed by the Maintenance Society for the security & maintenance of the common areas including open areas and all the service providers etc.
- (i) **"COMPLETION"** shall mean complete construction of the individual villa purchased under this agreement.
- (j) **"EARNEST MONEY"** means 10% of the total sale consideration to be paid or paid by the Purchaser(s) for purchase of Villa to ensure fulfillments by the Purchaser(s).
- (k) **"EFFECTIVE DATE"** shall mean the date of execution when the Agreement comes into force;
- (l) **"HOLDING CHARGES"** shall have the meaning assigned to it in Clause 9.4(iii);
- (m) **"INTEREST"** means the interest payable at the rate specified in rule 17 of the
- (n) **"LAND"** shall mean the land described in Schedule 1 of this Agreement.
- (o) **"MAINTENANCE AGREEMENT"** means a tripartite agreement made by and between the Promoter, Maintenance Agency and the

For SANKALP DEVELOPERS

Sankalp Jain
Authorised

Allottee(s) which shall be executed between the parties after the date of execution of sale deed for the maintenance and upkeep of the Project by the Maintenance Agency.

- (p) "PHASE-I" shall mean villas other than Phase-II.
- (q) "PHASE-II" shall mean these 45 independent plots (Plot No. 1 to 9, 11 to 19, 21 to 29, 31 to 39 & 41 to 49) located in the said scheme "SUPARSHWA AANGAN", which will be given the shape of a villa, apart from the above mentioned 45 villas, no other villa, plot or project will be considered in Phase II.
- (r) "PROJECT" shall mean the project of construction of 45 independent villas (Villa No. 1 to 9, 11 to 19, 21 to 29, 31 to 39 & 41 to 49) which will be developed in phase II situated in scheme named as "SUPARSHWA AANGAN PHASE II" (description of the project mentioned on Schedule 2)
- (s) "PARA" means a Para of this Agreement;
- (t) "REGULATION" means the Regulation made under the Act;
- (u) "RULES" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (v) "SALE/CONVEYANCE DEED" means deed of Sale/Conveyance which shall convey the title of the Said Villa in favour of the Purchaser(s), in accordance with this Agreement;
- (x) "SPECIFICATION" means the specification/utilities to be provided by the Promoter for his/her villa as per plans.
- (y) "SALE PRICE" shall mean sale price of the Villa as specified in Schedule 4.
- (z) "SALEABLE AREA" means built up area plus the area under Garage, Garden, utility area, front and rear yard and other architectural elevation features area (with in the area of villas).
- (aa) "SCHEDULE" means the Schedule attached to this Agreement; and
- (ab) "SECTION" means the section of the Act.
- (ac) "VILLA/BUNGALOW/PLOT" shall mean individual Villa constructed on Plot No. _____ fully described in Schedule 3.
- (2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban

For SANKALP DEVELOPERS

S. K. Jain
 Authorised Signatory

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.

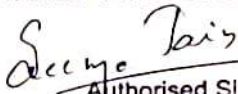
WHEREAS THE PROMOTER DECLARES THAT-

- A. The Promoter is in lawful possession of the Plots of revenue village Thikariya, Tehsil Sanganer, City Jaipur District Jaipur with a total area admeasuring of 10913.49 square meters (hereinafter referred to as 'Land' and more fully described in the Schedule-I).
- B. Whereas the Promoter is absolutely seized and possessed or otherwise well and sufficiently entitled to the piece of land measuring 5150.50 sq. Mtrs. comprising 45 Plots situated at Khasra No. 331, 332, 333, 335, 336, 338 & 346 in Village Thikariya, Ajmer Road, Jaipur more particularly described in the **Schedule I** hereunder. The Owner purchased the said Land from Mr. Bhagchand Jain POA holder of Mrs. Sunita Jain W/o Mr. Bhagchand Jain, Mr. ShripalChuriwal as POA holder of Mrs. KusumChuriwal W/o Mr. ShripalChuriwal, Mr. ShripalChuriwal and M/s Sangam Infotech.com Limited vide sale deed executed on 05/12/2014, which was duly registered with office of Sub Registrar VIII, Jaipur in Book No. 1, Volume No. 313, Page no. 81, Serial No. 2014401009309 and copy of which is pasted in Additional book no 1, Volume no. 1250, at page no. 357 to 372.

The plots were converted for residential use from agriculture use and an order u/s 90(B)(3) of Rajasthan Land Revenue Act, 1956 was passed by presiding officer of Jaipur Development Authority vide order no. 55/2007 dated 06/06/2007 and order no. 346/2011 dated 16/03/2011. Thereafter Jaipur Development Authority has approved the revised Layout on 19/01/2015.

Thereafter as per approved map the Promoter of the above land had divided the above mentioned land in Plots under the

For SANKALP DEVELOPERS


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the end points of the Project and location details are fully described in the Schedule-I.

- H. The Project has been registered with the Real Estate Regulatory Authority onand the Project Registration Certificate No. is This registration is valid for a period of..... years 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.in) of the Authority.
- I. The layout plan/ site plan of the Scheme "SUPARSHWA AANGAN" has been sanctioned dt 19-01-2015 by the Jaipur Development Authority.
- J. 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;
The specifications of the Project are as under :-
Ground Floor + First Floor
- K. That Jaipur Development Authority Jaipur issued a Lease Deed/JDA Patta S. No. _____ on dated _____ in favour of the Promoter regarding said Villa, which was duly registered with the office of Sub-Registrar _____ Jaipur in Book No. 1, Volume No. _____, Page No. _____, S.No. _____ on dated _____ and copy of the same was filed in additional Book No. 1, Volume No. _____, page No. _____ to _____. The Floor plan of the Villa No..... of the Project is given in **Schedule-5**.
- L. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof, as provided under clause (e) of sub-section (2) of section 4, are as under :-
1. 45 Premium Independent Villas.
 2. Vastu Friendly Villas
 3. Adequate Lights on Road Side

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name of Scheme "SUPARSHWA AANGAN". In this concern the Promoter deposited all conversion charges and one time lease money to Jaipur Development Authority, Jaipur and obtain PattaVilekh/Lease Deed of entire plots in name of the Promoter, which was duly registered with office of Sub registrar SanganerIst Jaipur. Now the Promoter is constructing villas on the above mentioned 45 plots i.e. Plot No. 1 to 9, 11 to 19, 21 to 29, 31 to 39 & 41 to 49 of said Scheme "SUPARSHWA AANGAN" under Phase-II.

- C. The said land is earmarked for the purpose of plotted development of a residential project, comprising 45 Plots under PHASE-II and the said project shall be known as Scheme "SUPARSHWA AANGAN" ("Project")
- 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 executed Lease Deed for the residential Purpose.
- F. The Land/Plots/Villas, which was subject matter property of this agreement is free from all encumbrances.
- G. The Promoter has conceived, planned and is in the process of constructing and developing PHASE-II of real estate project "SUPARSHWA AANGAN" (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of Villas/plots/ buildings 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 Land admeasuring 1013.49 square meters situated at "SUPARSHWA AANGAN" Village Thikariya, Tehsil Sanganer, City Jaipur District Jaipur and latitude & longitude of

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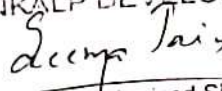
Seema Jain
Authorized Signatory

4. Water Harvesting
 5. Sewage Treatment Plant
- M. 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 as under :-
1. Electric Panel, light fittings in the aforesaid common areas.
 2. Landscape area
 3. Drainage and sewers.
- N. Details of various specification to be provide by the promoter in the villa, mentioned in Schedule 6.
- O. The Promoter has opened a separate account in Branch Sahkar Marg, Jaipur of ICICI Bank for the purpose as provided in subclause (D) of clause (I) of sub-section (2) of section 4.
- P. The Allottee(s), being aware of the Project and details given above as well as in the brochure made available by the Promoter and/or on visiting the site of project, has applied for allotment and to purchase a Villa in the Project and deposited advance amount and agreed to 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 as more fully described in Schedule 4.
- Q. The Allottee acknowledges that the Promoter has provided all the information and clarifications as required by the Allottee and that the Allottee has also relied upon his own judgment and investigation with respect to location, designs, specifications, price, availability of infrastructure, Government regulations, availability of finance and interest rates, market conditions, his/her ability to make timely payments etc. in deciding to apply for allotment and to purchase the Said Villa and has not relied upon and is not

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Sanya Jain
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influenced by any written or verbal representation and assurances, warranties, statements or estimates of any nature whatsoever made by its selling agents/brokers or otherwise including but not limited to any representations relating to the description, location or physical condition of the Said Project/Said Villa and all other agreements and/or arrangements or letters, assurances written, oral or implied hereto, sales brochures, news-papers advertisement, etc. before made and which are in any way contradictory to or inconsistent with this agreement shall have no effect. The Allottee is also aware of the infrastructure status of the area, risk perceptions and price fluctuations which are related to real estate sector and Indian economy in general and this area in particular and is entering into this transaction after full understanding of all the factors, terms and conditions of this Agreement. The decision of the Architect (appointed by the Promoter) about the completion of the Milestones shall be final and binding on the Purchaser(s) and the Promoter. The Purchaser(s) shall pay the installments and all other dues within the due dates as would be mentioned in the Payment Notices.

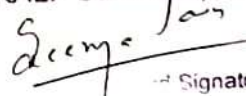
- R. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- S. 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;
- T. The Promoter has accepted the request of the Allottee's and has earmarked a Villa having aggregate built-up area in the Project "SUPARSHWA AANGAN" (more particularly described in *Schedule- 3* attached herewith and shall be hereinafter referred to as the "Said Premises" for Total Sale Consideration as mentioned in

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SCHEDULE 4, subject to the terms and conditions hereinafter contained in this Agreement, as mutually agreed by and between the Parties hereto. The details of floor plan of the Villa and Project is given in **Schedule 5**.

- U. WHEREAS, the parties hereto are now desirous to enter into a proper agreement to sell in respect to the Villa allotted to the Allottee.
- V. 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 Apartment/ Building, has applied for allotment and to purchase a Plot / Apartment/Building (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated..... The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment/plot as provided in sub-section (1) of section 13) and agrees to 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.
- 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

For SANKALP DEVELOPERS


-d Signatory

Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Villas) and the garage/covered parking (if applicable) as specified in para V

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

1. TERMS :

- 1.1 **Description of Villa:** 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 Villa more specifically given in the Schedule 3 hereunder.
- 1.2 **Sale Consideration:** The total price of the Villa is more particularly described in Schedule 4.
- 1.3 As mentioned in para 'V' above, the total price above includes the booking amount/Earnest money 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 Allottee(s) agrees and undertakes to pay the balance amount of Rs. paid by the Allottee(s) to the Promoter towards the Villa total amount as mentioned in Schedule 4. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Price, shall be paid by the Allottee(s) in addition to Total Price as per this Agreement.
- 1.4 The total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax 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 Villa to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the

For SANKALP DEVELOPERS

Sankalp

Signature

completion certificate. The Allottee shall also be liable to pay maintenance deposit, documentation charges, stamp duty, Surcharge, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed etc. in respect of the Villa, which shall be exclusively borne and paid by the Allottee(s). Maintenance Deposit shall be transferred to the Association of allottees / Maintenance Society or its nominee at the time of conveyance of common areas and facilities to the Association. Details of the total price as above payable by the Allottee(s) to the Promoter has been particularly described in Schedule 4.

- Provided that in case there is any change/modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/modification/introduction.
- Provided further, that if there is any increase in the taxes after the expiry of the schedule 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

The Sale Deed for sale of the Villa will be executed and registered in favour of the Purchaser(s) after the Villa has been constructed and all payments then due and payable by the Purchaser(s) to the Promoter stands paid by the Purchaser(s). The Promoter shall serve upon the Purchaser(s) a notice in writing for execution and registration of the Sale Deed on or within a date to be notified in such notice and the Purchaser(s) shall abide by the same. In any event, if the Sale Deed is not executed and/or registered within 6 (six) months from the notified date for defaults of the Purchaser(s), the Promoter shall have the right to cancel this Agreement in accordance with Clause 1.16 herein.

For SANKALP DEVELOPERS
Seema Jain
Authorized Signatory

The Sale Deed of the Villa shall be drafted by the Solicitors/Advocates of the Promoter and shall be in such form and contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the Sale Deed will be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.

The stamp duty, registration charges, legal fees and all other costs of and incidental to the execution of this Agreement and the Sale Deed and other documents to be executed in pursuance thereof shall be borne and paid by the purchaser directly to the concerned Authorities/deed writer.

The Purchaser(s), subject to the Income Tax and other clearances, shall be entitled to get the first Sale Deed executed and registered in his own name.

- 1.5 Intimation for payment of dues: The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in Schedule 4 to be paid in the manner provided in Schedule 4 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.
- 1.6 The Total Price of Villa includes price of land, construction of Villa.
- 1.7 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

For SANKALP DEVELOPERS

S. S. S.
Authorised Signatory

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).

- 1.8 The Allottee(s) shall be liable for all costs, charges and expenses in connection with the costs of the preparing, executing and registering of this Agreement or related agreements, conveyance or conveyances, transfer deeds, sub lease deed, sale deed and any other document or documents required to be executed by the Promoter for preparation and approval of such documents.
- 1.9 Till today there is no Sewerline in the visibility, The developer shall provide underground Sewerage and then further connect it to Soak pit or Septic Tank. For providing underground Sewerage and rain water harvesting Promoter will charged Rs.10/Sq Ft.
- 1.10 **Advance Payment:** That the Allottee has paid a sum of as mentioned in **Schedule 4** (not being more than 10% of Total cost of Villa as provided in sub-section(1) of Section 13) to Promoter in the manner mentioned therein as advance against booking, the receipt of which, the Promoter do hereby acknowledge.
- 1.11 The Allottee do hereby agree to pay the balance sales Consideration as per payment plan as mentioned in schedule 4.
- 1.12 Cheque / DD to be made in favour of "SankalpDevelopers".The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter. Outstation cheques will be subjected to additional service charges. That the timely payment of installments, as stated hereinabove and

For SANKALP DEVELOPERS

Deena Jain
Authorised Signatory

the amount of applicable GST, stamp duty, registration fee, maintenance and other charges/amounts payable under this Agreement by the Allottee shall be the essence of this Agreement. As and when any installment becomes due the Promoter shall once inform the Allottee and it shall not be obligatory on the part of the Promoter to send any further demand notices / reminders regarding the payments to be made by the Allottee as per the Installment Plan specified hereinabove.

- Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this Agreement, he shall be liable to pay interest at the rate prescribed under the act and Rules made there under. The Allottee is aware that the taxes including GST shall be payable in addition to the delay payment charges for delay in payment.

- 1.13 Irrespective of the stage of construction of the Project and irrespective of the date of handing over the possession of the Villa to the Allottee's by The Promoter, the Allottee's shall be liable to pay to Bank/Financial institution regularly each month the EMI as laid down in their Loan Agreement to be signed by and between Bank/Financial institution and the Allottee's, subsequent to completion of the Liability Period. The Allottee's shall execute such other documents as may be required by Bank/Financial institution in its favor.
- 1.14 It is clearly agreed and understood by the Allottee's /Bank/Financial Institution that it shall not be obligatory on the part of The promoter to send demand notices / reminders regarding the payments to be made by the Allottee's /Bank/Financial Institution as per Installment Plan.
- 1.15 That the Allottee shall pay interest per annum on all amounts becoming due and payable by the Allottee to the Promoter from the date of this Agreement for the period of delays and/or defaults of the payments. Further, acceptance of any payment without interest shall not be deemed to waive the right of Promoter of

For SANKALP DEVELOPERS

Sankalp Jain
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the basis of which sale is effected) in respect of the Villa 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.
- The parties hereto acknowledge, declare and confirm that this agreement represents the entire agreement between them regarding the subject matter hereof and no alterations, additions or modifications hereto shall be valid and binding unless the same are reduced in writing and signed by both the parties. This Agreement deed also overrides any communications, correspondences, MOU etc. entered into between the parties hereto.

1.19. The Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the Villa or the Said Project without the previous written consent of the Allottee(s) as per the provisions of this 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 Section 14 of the Act.

1.20 Subject to clause No. 9, the Promoter agreed and acknowledges that after registration of conveyance deed of the Villa, the Allottee(s) shall have the right to the Villa as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Villa;
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas of the said project. 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,

For SANKALP DEVELOPERS
Sankalp Jain
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charging such interest or the other rights mentioned in this Agreement.

- 1.16 That if the delay in payment by the Allottee exceeds 2 installments, the Promoter shall have the right of cancelling the booking & this Agreement to Sell. In case of such cancellation the Promoter shall be entitled to forfeit earnest money and GST out of the amounts paid by the Allottee. The Promoter shall refund the balance amount without any interest to the Allottee. The refund shall be given within 45 days from the date of realization of amounts from the such new allottee. Amount will be paid by "ACCOUNT PAYEE CHEQUE" only at the last known address of the applicant by Registered post or cheque will be handed over only to applicant personally. Upon such cancellation the Allottee shall not have any lien, right, title, interest, or claim in respect of the Demised Premises and the Promoter shall be entitled to sell the Demised Premises to any other person or otherwise deal with the Demised Premises. Further in case the buyer / Purchaser has obtained any financial assistance on the Demised Premises then under such circumstances, the Promoter shall have an option to refund the amount of installments as received from the Buyer/Allottee to the Banker / Financial Institution, as the case may be and the Buyer/Allottee shall be liable for any default charges/ penalties/ interest etc. chargeable by the Bank/ Financial Institution etc. Under any circumstances the lien, charge etc. in favour of the Bank /Financial Institution shall not be complete without full payment of consideration and other Charges.
- 1.17 That the Promoter at its sole discretion may opt for waiving this rights of cancellation of this Agreement and claim interest as prescribed under the Act and Rules made thereunder from the Allottee for the period of delay.
- 1.18 It is agreed that the Promoter shall not make any addition and alteration in the construction plans and specifications and the nature of fixtures, fittings and amenities described above (which shall be in conformity with the advertisement, prospectus etc., on

For SANKALP DEVELOPERS

George Jais
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the parties that the Purchaser(s) will not interfere with the construction activity of the Promoter.

- 1.21 In the event the Purchaser(s) requires any additional specifications amenities or facilities or rights in the said Villa or the said Residential Project, other than those mentioned, at the written request of the Purchaser(s), the Promoter shall provide such additional amenities and facilities at such price and costs which shall be determined by the Promoter alone and shall be payable the Purchaser(s) to the Promoter in advance.
- 1.22 The Promoter has not undertaken any responsibility nor has agreed anything with the Purchaser(s) orally or otherwise and there is no implied agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this agreement.

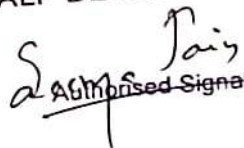
2. **MODE OF PAYMENT:**

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 hereunder through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of "SANKALP DEVELOPERS" payable at JAIPUR.

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

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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 in accordance with applicable laws. It is further clarified and understood by the Allottee(s) that the Allottee(s) shall not have any right, title or interest in any part of whole project, except the project, which has been specifically defined in this agreement.

- (iii) That the computation of the price of the Villa includes recovery of price of land, construction of, not only the Villa but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Villa, water line and plumbing, finishing with paint, marbles, tiles, doors, windows and includes cost for providing all other facilities, amenities and specification to be provided within the Villa and the Project as per this agreement.
- (iv) To assess the extent of development of the said project and his Villa, the Allottee(s) may visit the said project. However, the Developer discourages such kind of visit by the allottee(s) and his/her family members due to the risk at construction site. If the Allottee(s) decides to visit site, he/she shall take due care and proper safety measures while visiting the site as construction activities are full swing and the Developer shall not in any way be held responsible for any accident, fall of any object, misshaping etc. caused to/with Allottee(s) and his/her accompanying person's while using the site. Further, the Promoter strictly prohibits the visit of children at construction site. It is also agreed between

For SANKALP DEVELOPERS
Sangeeta Jain
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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 2 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 Promoters 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 Villa apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

3.3 The Purchaser, if not a citizen of India or residing outside India, shall be solely responsible and liable for compliance with provisions of the Foreign Exchange Management Act, 1999 and any other applicable laws including those of remittance of payments and shall obtain all requisite permissions prescribed under any law for the acquisition of immovable property in India.

4. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee(s) 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 Demised Premises, if any, in his/ her name and the Allottee undertakes not to object/

For SANKALP DEVELOPERS

Geeta Jain
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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 Villa to the Allottee and the common areas and common facilities of the project to the Association of Allottee(s) or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE PROJECT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Villa 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, FAR, and density norms 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 VILLA:**

7.1 **Schedule for possession of the said Apartment of 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

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common areas with all specifications, amenities and facilities of the Project in place on 23.01.2024, 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

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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.

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

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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 dealy, till the handing over of the possession of the Apartment/ Plot, which shall

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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 absolute, 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 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 said Land or the Project.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Villa.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Villa 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, Villa 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 /

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arrangement with any person or party with respect to the said Land, including the Project and the said Villa which will, in any manner, affect the rights of Allottee(s) under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Villa 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 Villa 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 said Project to the competent authorities till the completion certificate has been issued and possession of the Villa 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;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, court order, court stay, legal proceedings in court, 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.
- (xiii) The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Villa to the

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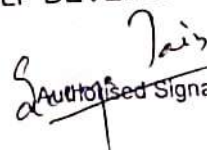
Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/ dues. If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) before transferring the Villa to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Villa, 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.

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 ready to move in possession of the Villa 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, 'ready to move in possession' shall mean that the Villa 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

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the Act or the rules or regulations made there-under.

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

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 consecutive one demand made by the Promoter as per the payment plan, despite having been issued notice in that regard, the Allottee(s) shall be liable

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to pay interest to the Promoter on the unpaid amount.

- (ii) In case of default by Allottee(s) under the conditions listed above continues for a period beyond one consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Villa in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the earnest 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.

- (iii) The Allottee(s) may obtain finance from any financial institution bank or any other source but the Allottee(s) obligation to purchase the said Villa and making of all payments pursuant to this Agreement shall not be contingent on his/her/their/its ability or competency to obtain such financing, and the Allottee(s) will remain bound under this Agreement whether or not the Allottee(s) has/have been able to obtain financing for the purchase of the said Villa.

- (iv) Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the Promoter or not executing documents as may be required under the law for such transfer.

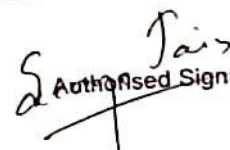
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9.4 The Promoter' rights/ remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 9.3 above shall be as follows:

- (i) Upon occurrence of event of default mentioned in Clause 9.3(i) the Allottee(s) shall be liable to pay interest payable at the rate specified in the rule 17 of the rules on the overdue amounts computed at the Interest Rate 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;
- (ii) Upon occurrence of event of default mentioned in Clause 9.3(ii) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- (iii) Upon occurrence of event of default mentioned in Clause 9.3(iii) & (iv) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4 (ii); Further in case of event of default under Clause 9.3(iii), till the time Promoter exercise the option to terminate this Agreement they shall be entitled to (a) recover interest as per Clause 9.4 (i) and (b) recover maintenance charges along with applicable taxes, from the date of issuance of Offer Letter.
- (iv) The rights and remedies of 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

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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.

9.5 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 Villa. The Promoter shall be entitled to sell the Villa to any other person or otherwise deal with the Villa 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 after the sale of Villa to a new allottee/buyer, from the amounts realized from such new allottee/buyer:

- (i) The Earnest Amount;
- (ii) All taxes, duties, cess, etc deposited by the Promoter to the concerned department/ authority in respect of the Villa;
- (iii) The interest and charges paid/ payable by the Allottee(s) to the Promoter as per Clause 9.4(i) and/ or 9.4 (iii), if applicable;

9.6 That in case the Buyer (allottee) wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the villa 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 Buyer (allottee) only.
- ii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Buyer. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the developer or

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Promoter, as per the payment schedule, shall be ensured by the Buyer (allottee), failing which, the delay payment clauses shall be applicable.

The Allottee(s) agrees and understands that except the Villa as described in **Schedule-3** 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.

10. **CONVEYANCE OF THE SAID VILLA :**

The Promoter, on receipt of Total Price of the Villa as per Term No. 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Villa together with proportionate indivisible share in common areas within three months from the date of issuance of the completion certificate, as the case may be, to the Allottee:

Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate.

Provided further that, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

11. **MAINTENANCE OF THE SAID VILLA/ 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

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Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment/ Plot and all other terms and conditions as per maintenance agreement executed between allottees and Maintenance society at the time of possession of villa.

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.

- 13. 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.

14. RIGHT TO ENTER THE VILLA FOR REPAIRS:

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas for providing necessary maintenance services and the Allottee(s) agrees to permit the

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Promoter/ Maintenance Society to enter into the Villa 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.

15. USAGE:

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.

16. GENRAL COMPLIANCE WITH RESPECT TO THE Villas :

16.1 Subject to Term 11 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.

16.2 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

For SANKALP DEVELOPERS
Seema Jain
Authorised Signatory

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.

- 16.3 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.

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

The Parties are entering into this Agreement for the allotment of a villas 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 Villa 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 or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Villa.

- 19. 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

For SANKALP DEVELOPERS
Seema Pais
Authorised Signatory

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 Jaipur 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 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.

20. **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 Villa, as the case may be.

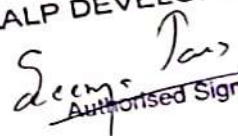
21. **RIGHT TO AMEND:**

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

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

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

For SANKALP DEVELOPERS

Authorized Signatory

23.1 The Promoter may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement wave 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 shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

23.2 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.

24. 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.

25. 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 land area of the Villa bears to the total salable land area of all the Project.

26. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the

For SANKALP DEVELOPERS

Sankalp
Authorised Signatory

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.

27. **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 concern Sub-Registrar.

28. **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 or speed post at their respective addresses specified below:-

SANKALP DEVELOPERS	
E123-124, Sahakar Marg, Behind IOC Petrol Pump, Jaipur, (Rajasthan)	

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/ speed 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),

For SANKALP DEVELOPERS

Sankalp Jain
Authorised Signatory

as the case may be.

29. **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).
30. **SAVINGS:** Any application, letter, allotment letter or any other document signed by the allottee, in respect of the Villa prior to the execution and registration of the agreement for sale for such Villa, 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 thereunder.
31. **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 thereunder including other applicable laws of India for the time being in force for the time being in force.
32. **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.
33. **SIGNAGE:** The Promoter shall be entitled to display neon or other signboards, hoardings advertisements at common area and use such open, free space for brand promotion etc. The Promoter

For SANKALP DEVELOPERS

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shall however be liable to pay the applicable Maintenance Charges for the same. The Allottee shall not be entitled to put its hoardings/signboard or permit other persons to put their hoardings outside the Villa.

34. **RESIDENTIAL USE:** The Allottee shall use the said Villa only for the residential purpose. Since the captioned project is a Group housing project and the Allottee is well aware of this fact, The unauthorized change of use would not only ruin the image of the Villa, but also would adversely prejudice the rights and interest of other Allottee(s) of the Villa. The same would also seriously impair the cleanliness of the Villa and would create hurdles in its maintenance.
35. **CONVEYANCE DEED:** The Promoter shall prepare and execute along with the Allottee(s) conveyance deed to convey the title of the Demised Premises in favour of the Allottee only after receiving full payment of the total consideration of the Demised Premises allotted to him/her and payment of all securities including maintenance security deposits and charges for bulk supply of electrical energy, interest, penal interest etc. on delayed installments, stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Promoter from time to time prior to the execution of the conveyance deed. If the Allottee is in default of any of the payments as set forth in this Agreement then the Allottee authorize the Promoter to withhold the registration of the conveyance deed in his/her favour till full and final settlement of all dues to the Promoter is made by the Allottee and agrees to bear the consequences.
36. **STAMP DUTY AND REGISTRATION:** That the Allottee shall bear and pay for all expenses, fees, stamp duty, registration charges and other incidental outgoings in relation to the sale of Demised Premises and for execution and registration of sale deed and/or for transfer or Conveyance in relation to the Demised

For SANKALP DEVELOPERS

Sankalp Jain
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Premises. In the event of any amount being payable by the Promoter by way of any statutory tax, levy and one time lease money to any competent authority in respect of the entire Scheduled Property then all such taxes, levies and one time lease money shall be divided amongst all the allottees/purchasers in the ratio of their respective areas of the villas held by them. The Allottee shall reimburse the Promoter regarding such statutory taxes or levies in proportion of the area of the Demised Premises agreed to be purchased by it, within a month of such payment by the Promoter. The Allottee shall be liable to pay interest as per 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 in case of any delay in making such payment by the Allottee(s).

37. **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.

38 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.

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.

For SANKALP DEVELOPERS
Sankalp Jain
Authorized Signatory

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)

(Mr. Vikas Jain)
Partner :SANKALP DEVELOPERS

Signed and delivered by the within named
(Allottee's/ Purchaser)

(_____)

in the presence of *Witness*

1.

Name:

S/o or D/o

R/o

2.

Name:

S/o or D/o

R/o

For SANKALP DEVELOPERS

Vikas Jain
Signature

SCHEDULE-1**DESCRIPTION OF LAND**

ALL that the project Land comprising of 90 plots from plot No 1 to 90 (Total area of land 10913.49 Sqmtr.) situated at Township name as SuparshwaVatikaon Khasra No. 393, 396, 397, 398, 400, 408, 348, 349, 345, 325/1, 322, 321, 312, 314, 318 At Village Thikariya (Bar KeBalaji, Ajmer Road), Tehsil -Sanganer, Ajmer Road, Jaipur, Rajasthan

SCHEDULE-2**Description of Project**

Project for construction of 45 independent villas (Villa No. 1 to 9, 11 to 19, 21 to 29, 31 to 39 & 41 to 49) which will be developed in phase II situated in scheme named as "SUPARSHWA AANGAN PHASE II"

SCHEDULE-3**Description of Villa**

All the piece and parcel of Villa No. _____ having a saleable area of _____ Sq Ft (built up area _____ Sq Ft) constructed on Plot no _____ admeasuring _____ Sq. Yards, Situated in Phase II of "SUPARSHWA AANGAN" Total area is inclusive of sit out, patio, balconies, car porch and wall thickness excluding open terrace.

The above Villa is bounded as under:

In the	EAST	:
	WEST	:
	SOUTH	:
	NORTH	:

SCHEDULE-4**SALE PRICE AND PAYMENT SCHEDULE****1. Sale Price**

A. Base Price: Rs. _____ @ Rs. _____ per square feet of Saleable area.

B. Location PLC (if any): Rs. _____ @ Rs. _____

For SANKALP DEVELOPERS

Geeta Puri

Authorised Signatory

- _____ per square feet of saleable area.
 Total Sale Price (A+B) = Rs. _____
2. Club Membership Charges (Optional) : Rs. _____/- plus GST
 3. GST, UD Tax or any other tax, duty or Cess whether levied presently or imposed in future.
 4. Electrification Charges: Rs 25/- per sq ft of saleable area.
 5. Sewrage Charges : Rs 10/- per sq ft of saleable area
 6. Interest Free Maintenance Security Deposit: Rs 50/- per sq ft of saleable up area

Note: Below charges / taxes other than above but not limited to which is not ascertainable as on date.

- i) Increase in GST, wealth tax, property tax, municipal tax/UD TAX on land or any construction, fees or levies of all and any kinds by whatever name called on the Said Project;
- ii) IBMS and Maintenance charges on the Said Villa;
- iii) Stamp duty, Surcharge, registration Fees and incidental charges as well as expenses for execution of the Agreement and Sale/Conveyance deed etc;
- iv) The cost for electric and water meter as well as charges for water and electricity connection and consumption;
- v) Any other charges/taxes/cess/levies that may be payable by the Purchaser(s) as per the other terms of the Agreement and such other charges as may be demanded by the Promoter;
- vi) Cost for providing power back up including that of equipments, DG set, cabling, installation etc;
- vii) All deposits and charges paid/payable by the Promoter to JVVNL or any other body;
- viii) Charges/cost of providing sewer, storm water and water connection to the Said Residential Project from the main line serving the Said Residential Project, which amounts shall be payable by the Purchaser(s) in accordance with the terms

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and conditions of the Agreement and as per the demand raised by the Promoter from time to time.

7. Payment Schedule
CONSTRUCTION LINK PAYMENT PLAN:

S. No.	Time of Payment	% of sale price
1	On Booking	10% of sale price
2	On Foundation	
3	On Roof casting of Ground Floor	
4	On Roof casting of 1st Floor	
5	On Completion of Brick Work and Plaster Work	
6	On Completion Flooring and tile work	
7	On Completion of Electrical, Plumbing	
8	On Possession	
	TOTAL	
*GST will be extra on actual.		

8. Received Payment

S.No.	Cheque No.	Bank	Date	Basic Sale Price	GST	Total

SCHEDULE - 5
FLOOR PLAN OF THE VILLA

For SANKALP DEVELOPERS

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SCHEDULE-6

LIST OF VARIOUS SPECIFICATIONS TO BE PROVIDED BY PROMOTER

Area	Wall	Floor	Door	Windows / Ventilators	Other s	Electric al
Living/Dinning	POP Finish smooth wall	Double charge vitrified/ Porcelino tiles	Designer Main Door with magic eyes	Aluminum powder Coated/Wooden shutters & frames/UP VC	-----	Concealed Copper Wiring, Modular Switches & Sockets for AC
Drawing	POP Finish smooth wall	Double charge vitrified/ Porcelino tiles	35mm thick flush door with decorative mica	Aluminum powder Coated/Wooden shutters & frames/UP VC	-----	Concealed Copper Wiring, Modular Switches & Sockets for AC
Bedroom	POP Finish smooth wall	Vitrified Tiles/laminated Wooden Flooring	35mm thick flush door with decorative mica	Aluminum powder Coated/Wooden shutters & frames/UP VC	-----	Concealed Copper Wiring, Modular Switches & Sockets for AC
Kitchen	Tiles up to 2Ft above counter	Vitrified Tiles	35mm thick flush door with decorative	Aluminum powder Coated/Wooden shutters & frames/UP VC	Granite Counter Top with S.S Sink	Concealed Copper Wiring, Modular Switch

For SANKALP DEVELOPERS

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			mica			es & Sockets for AC
Toilet	Designer Ceramic Tiles till Door Height	Anti Skid ceramic Tiles	35mm thick flush door with decorative mica	Aluminum powder Coated/Wooden shutters & frames/UP VC	Premium Quality C.P & Sanitary Fittings	Concealed Copper Wiring, Modular Switches & Sockets for AC
Balconies	Weather proof paint	Anti Skid ceramic Tiles	35mm thick flush door with decorative mica	-----	-----	-----

For SANKALP DEVELOPERS

Sankalp Jain
 Authorised Signatory