



राजस्थान RAJASTHAN

BR 319318

### DECLARATION REGARDING AGREEMENT OF SALE

I, **Roopchand Diya S/o Shivraj**, Age 29, 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 "**HAPPY BRIJBHOOMI**" Situated at Khasra No. 1078, 1078/2765, 1428, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1439/3059, 1440, 1441, 1442, 1443 at Village Gangwana, Teh. Ajmer, Ajmer, 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.

For Happy Realsquare LLP  
*Roopchand Diya*  
Authorized Signatory

ATTESTED  
NOTARY PUBLIC  
JAIPUR (RAJ.)

12/3 SEP 2023

Page 1 of 1





क्रमांक ८६१९ दिनांक २५/८/८३

मुद्रांक का मूल्य १८५

क्रेता का नाम देवी प्रसाद झा नाम C UP

पता ७७४८

मुद्रांक खरीदने का आशय

उमा सिंहल

स्टाम्प विक्रेता ला. न. २१/१२

४९०-ए, रजनी विहार, सीरापुरा, जयपुर

राजस्थान स्टाम्प अधिनियम १९९८ के अन्तर्गत	
स्टाम्प प्राप्ति पर प्रभारित अधिभार	
१. आधारभूत आवश्यकता सुविधाओं हेतु	
(धारा ३-ख) १०%	८५/-
२. भूय और उत्पत्ति मूल्य के संरक्षण और संवर्धन हेतु (धारा ३-ख) / प्राकृतिक आपदाओं एवं मानव निर्मित आपदाओं के निवारण हेतु	
(१०+१०) २०%	२०/-
कुल योग १०५/-	
हस्ताक्षर स्टाम्प विक्रेता	





# HAPPY REALSQUARE LLP

Reg. office : 40, Shreeji Enclave, Jairampura Road, Neendar, Jaipur-302013 (Raj.)

**RERA NO. RAJ/P/**

Website-[www.rera.rajasthan.gov.in](http://www.rera.rajasthan.gov.in)

## PROVISIONAL ALLOTMENT LETTER

Photo

It is here by certified that the **Plot No. ....** (here in after referred to as the Unit) measuring **..... Sq. Mtrs.** (in Words **.....**) in Niji Khatedari Residential/Commercial Scheme **Happy Brijbhoomi, Village – Gagwana, Teh & Distt.- Ajmer, Rajasthan** is provisionally allotted to **Mr. .... S/o. Mr. .... , R/o. ....** as per enclosed site plan of the above scheme and has been physically handed over to the said allottee subject to terms and conditions, (Mentioned Overleaf) Which have been accepted by the allottee. This documents hereby vests in **Mr. ....** with full ownership rights and authority to process 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/Owner/Developer 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 ADA 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 Ajmer 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 the  
authorized  
signatory of  
Promoter with  
signature  
across the photograph

Affix colour  
photograph of  
Allottee /First  
Allottee 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 Ajmer.

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 10/08/2023 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. / Mrs. / Ms. .... Son / Daughter / Wife / Care of Mr. ....  
Aged about ..... Years, R/o. ....  
(Aadhar No. ....)(PAN 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) "Regulation" means the Regulation made under the Act;
  - (c) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
  - (d) "Schedule" means the Schedule attached to this Agreement;
  - (e) "Section" means the section of the Act.
  - (f) "Para" means a Para of this Agreement;
  - (g) "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, Ajmer Development Authority Act, 1982, Real Estate (Regulation & Development) act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017, Township Policy, 2010 and any other law which may be promulgated or brought into force and effect hereinafter including bye-laws, 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 and applicable to the development/ sale of the Project.
  - (h) "Approved Plans" shall mean the plans and designs of Project developed or to be developed on the Project Land (as defined herein below), which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
  - (i) "Authority" shall mean the Real Estate Regulatory Authority.
  - (j) "Common areas and facilities of the Project" shall mean and include such common areas, facilities, equipment and spaces in the Project, which would be developed and completed with the Project and which are meant and/or reserved for common use and enjoyment of the occupants of the Project except as specifically excluded as per the terms of the Agreement.
  - (k) "Conveyance Deed/Lease Deed" (i) in respect of the Plot shall mean written instrument executed between the Promoter/Competent Authority and the Allottee (s) through which the ownership of the Plot is transferred in favour of Allottee(s) by the Promoter subject to and in accordance with the terms of this Agreement. (ii) In respect of the Common Areas and Common Facilities shall mean written instrument executed between the Promoter and the Interim Resident's association/ Resident's association through which the ownership of the Common Areas and Common Facilities is transferred in favour of Interim Resident's association/ Resident's association by the Promoter subject to and in accordance with the terms of this Agreement.
  - (l) "Allottee" in relation to a real estate project, means the person to whom a plot, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer.
  - (m) "Interest" means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
  - (n) "Interim Resident's association/ Resident's association" shall mean and includes the Association or Society or a co-operative society, as the case may be, of the Allottee(s) of the Plots in the Project, Which shall by whatever name called, that may 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 / maintenance of Common areas and Facilities of the Project.
  - (o) "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.
  - (p) "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures be prevented or caused to be prevented, and which materially and adversely affects a party's ability to perform obligations under this Agreement including.
    - i. Acts of God i.e. Fire, draught. Flood epidemics and other natural disasters; or
    - ii. Explosions or accident, air crashes and shipwreck; or

For Happy Realsquare LLP

*Rajesh Kumar*  
Authorized Signatory



- iii. Strikes riots lock-out, civil disturbances, curfew etc.; or  
iv. War or enemy action or terrorist actions; or
- (q) "Plot" shall means the specific unit(s) 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 or such other purpose for which it was approved and sold, subject to applicable laws.
- (r) "Project" shall means a Plotted Development Project consisting of residential plots along with proportionate retail area, common areas and facilities therein being constructed/developed upon Project Land as per Approved Plans, after obtaining all the necessary permissions and approvals in accordance with Applicable Laws, known as **"HAPPY BRIJBHOOMI"**
- (s) "Project Land" shall be land admeasuring 91,900.00 Sq. Mt. (9.19 Hec.), situated at Khasra No. 1078, 1078/2765, 1428, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1439/3059, 1440, 1441, 1442, 1443 at Village- Gangwana, Teh. Ajmer, Ajmer., Rajasthan on which the Said Project is being developed and is demarcated and shown in **Schedule -1**.
- (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.

**WHEREAS THE PROMOTER DECLARES THAT**

- A. The Promoter is in lawful possession of the land Khasra No. 1078, 1078/2765, 1428, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1439/3059, 1440, 1441, 1442, 1443 at Village- Gangwana, Teh. Ajmer, Ajmer., Rajasthan with a total area admeasuring of 91,900.00 Square Meters (9.19 Hec.) (Herein after referred to as 'Project Land' and more fully described in the **Schedule-1**).
- 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.	Add itio nal Book No.	Volume No.	Page No.
1.	Kamalkant Maheshwari S/o Ramjas Nawal Manju Nawal W/o Krishan Gopal Nawal Nitin S/o Krishan Gopal Nawal Naveen S/o Krishan Gopal Nawal	13/12/2022	Ajmer-II	1	795	166	202203002115424	1	3180	385 To 397

- C. The said Project land is earmarked for the purpose of plotted development of a Residential Plotting project, comprising residential plots, retail shops along with proportionate common area and facilities of the said project shall be known as **"HAPPY BRIJBHOOMI"**
- 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 Ajmer Development Authority has granted the commencement certificate to develop the Project vide its approval number **ADA/P-3/TOWN PLANNING/2023/M-635/4179-81 Dated 22/09/2023**
- 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 **"HAPPY BRIJBHOOMI"**, (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 91,900.00 Square Meters situated at Village- Gangwana, Teh. Ajmer, Ajmer, Rajasthan. 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 of ..... Months and ..... Days commencing from ..... and ending with ..... unless extended by the Authority. The details of the Promoter and said Project are also available in the website ([www.rera.rajasthan.gov.in](http://www.rera.rajasthan.gov.in)) of the Authority.
- I. The layout plan/ site plan of the Project **"HAPPY BRIJBHOOMI"** has been sanctioned on dated **22/09/2023** by the Ajmer 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;

For Happy Realsquare LLP  
*Rajendra Singh*



- 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 and external development works as under-

Sr. no	Date by which the works are proposed to be completed	Details of works to be completed
1	31/12/2025	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- 33/12, Shipra Path, Mansarovar, Jaipur 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.	542105000007
IFSC	ICIC0005421

**Detail of Master 100 % Collection Bank Account:**

Account Name	Happy Realsquare LLP
Account no.	542105000010
IFSC	ICIC0005421

- 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/its/their 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/RTGS/NEFT/IMPS/Transfer 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 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 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 Promoter has not made any other promises, assurances, representations in respect of the said Plot/project except as specifically mentioned in this agreement. 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. For Happy Realsquare LLP

*Resham Singh*  
Authorized Signatory



**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	Rs. ....../-
Location - Village- Gangwana, Teh. Ajmer, Rajasthan	
Total Area: ..... Square Meter	
Total Price (In Rupees)	Rs. ....../-

**Explanation:**

- (i) The Total Price above includes the booking amounts of Rs......./- (Rupees ..... Only) paid by the allottee to the Promoter towards the Plot as mentioned in Para 'S'.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (if any) and Cess or any other similar taxes which may be levied, in connection with the development/construction of the Project payable by the Promoter, by whatever name called) up to the date of the handing over the possession of the Plot to the allottee and the Project to the Interim Resident's association/ Resident's association /Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate.

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 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) through Call/Email/Written Letters/ Notices, 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 Plot includes Land cost and Development Cost (as defined in RERA Certificates - R3) taxes, maintenance charges as per Terms No.12 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the 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(s).

- 1.4 As mentioned in para 'S' above, the Company/LLP 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 Allottee(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 Received as on .....	Rs. ....../- Vide Cheque No. ....
Amount to be Received on or Before.....	Rs. ....../-

For Happy Realsquare LLP

*Rupam Singh*  
Authorized Signatory



Provided that if the Allottee(s) delays in payment towards any amount which is payable as per the Agreement, he/she/they/it shall be liable to pay interest along with taxes including GST for any due under this Agreement.

- 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, but after declaration and intimation to the Allottee(s).

- 1.6 The Promoter shall confirm to the final Plot area that has been allotted to the Allottee(s) after the development of the Project is complete, by furnishing details of the changes, if any, in the Plot area. The Total Price payable for the Plot shall be recalculated upon confirmation by the Promoter. If there is reduction in the Plot area, then the Promoter shall refund the excess money paid by Allottee(s) within 30 Days without interest. If there is any increase in the Plot area allotted to the Allottee(s), the Promoter may demand the additional consideration, charges, taxes etc. from the Allottee(s).
- 1.7 Subject to Term No. 10.3 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. The Promoter discourages such kind of visit by the Allottee and his/her family members due to the risks involved at construction site. If at all the Allottee decided to visit the site, he/she shall only do so after intimating the Promoter or his site engineer and after taking due care and proper safety measures at his own responsibility. The Promoter shall in no way, be held responsible for any accident/mishap involving the Allottee and his accompanying persons while visiting the site. Further, the Promoter strictly prohibits the visit of children at the Project development site.
  - (iii) The Promoter shall handover the Common Areas and Facilities of the Project to the Interim Resident's association/ Resident's association on completion of the Project.
  - (iv) The Allottee(s) after receiving possession has a right to undertake construction on the allotted Plot, in accordance with the terms of the Sale Deed/Lease Deed of the Plot and all applicable Laws in this regard.
- 1.8 The Allottee(s) hereby agrees and understands that except as expressly mentioned in this agreement; 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 space shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with Applicable Laws.
- 1.9 The Allottee(s) hereby agrees and acknowledges that notwithstanding anything mentioned in this Agreement, the Promoter shall not be under any obligation to provide any development and/or services and/or facilities, except as specifically mentioned in this agreement.
- 1.10 It is made clear by the Promoter and the Allottee agrees that the Plot shall be treated as a single indivisible plot 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.
- 1.11 The Promoter agrees to pay all outgoing/ 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 outgoing/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 outgoing/ 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 outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.12 The Promoter shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future project at any suitable place in the Project and the Allottee and the Interim Resident's association/ Resident's association shall not have or shall not obstruct on utilization of this right by the Promoter.
- 1.13 That the Project shall always be known as "HAPPY BRIJBHOOMI" and the name of the Project shall not be changed except with the consent of the Promoter.
- 1.14 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/LLP 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 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. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment like

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*Rajesh d.m.*

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RTGS/NEFT/Transfer/IMPS/UPI (as applicable) in favor of "HAPPY REALSQUARE LLP" payable at JAIPUR. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the Promoter. In case cheque is dishonored for any reason whatsoever, the Promoter may demand for an administrative handling charge.

### 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. 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 and the common areas to the Maintenance Society or the competent authority, as the case may be.

### 6. DEVELOPMENT OF THE PROJECT:

The Allottee(s) has seen, understood and accepted the approved layout plan, specifications, amenities and facilities of the Plot/Project 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 **uploaded layout 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 and provision prescribed by the relevant Township Policy 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 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 **31/12/2025**, 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

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*Resham Singh*  
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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.

**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 intend 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 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 and Facilities Developed with the Project;
- (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;
- (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;

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*Rajendra Singh*  
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- (ix) At the time of execution of the conveyance deed/Lease Deed/ Allotment Letter of the Plot the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee(s) and the common areas to the Maintenance Society/ Interim Resident's association/ Resident's association.
- (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(s) or Interim Resident's association/ Resident's association or 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.
- (xiii) The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement and/or in this Plot, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only and in case of cancellation by any such Allottee(s) refund as per the terms of the Agreement shall be made only to the Allottee(s).

#### 9. COMPLIANCES BY ALLOTTEE(S) IN RESPECT OF CONVEYANCE AND POSSESSION :

The Allottee(s) shall comply with the following, so as to being entitled to receive possession of the Plot:-

- 9.1 The Allottee(s) shall make timely payment of plot as per this Agreement shall be the essence of this Agreement. If, the completion of Project is delayed due to Force Majeure condition then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implement.
- 9.2 In case the Allottee(s) cancels/withdraws from the Project without any fault/default of the Promoter, the Promoter have following rights (a) If Allotment Letter not issued, then promoter may forfeit the amount (to the extent of 10% of Total Sales Price of said Plot) or (b) If Allotment Letter issued, Then promoter shall forfeit the amount (to the extent of 10% of Total Sales Price of said Plot) all any taxes, duties, cess etc. deposited by the Promoter to the concerned department/authority in respect of the Plot and all other penalties and interest liabilities of any nature whatsoever in respect of the Plot, as on the date of such termination, form the amount paid by the Allottee(s) till such date and the balance amount shall be tenured by the Promoter to the Applicant(s) without any interest after the sale of Plot to a new allottee/buyer, from the amounts realized from the such new allottee/buyer.
- 9.3 The Allottee(s) shall be liable to pay from the date of issuance of the allotment letter house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Plot of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the area of plot.

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

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

- (i) The Promoter fails to provide 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 (as extended as per the Act) 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.

10.2 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

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*Rajendra*  
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handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee(s) within Thirty days of it becoming due.

10.3 The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:

- (i) In case the Allottee(s) fails to make payments demanded 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) Failure on the part of the Allottee(s) to deposit the stamp duty/ registration charges/ any other amount dues including interest, if applicable, under this agreement.
- (iii) Breach of any other terms and conditions of this agreement on the part of the Allottee(s),
- (iv) Violation of any of the Applicable laws on the part of the Allottee(s) ,

10.4 Promoter's rights/remedies upon occurrence of any of event of default on the part of the allottee(s) as mentioned Clause 10.3 above shall be as follows:

- (i) Upon occurrence of event of default mentioned in Clause 10.3 (i) the Promoter may cancel the allotment by terminating this agreement by serving a notice of thirty days to the allottee(s) in this regard.
- (ii) Upon occurrence of event of default mentioned in Clause 10.3 (ii), (iii) or (iv) the Promoter shall have the option to terminate the agreement as mentioned in Clause 10.4 (i); further in case of default under clause 10.3 (ii), till the time promoter exercise the option to terminate this agreement, it shall be entitled to (a) recover maintenance charges along with applicable tax and (b) recover taxes; (c) withhold registration of the Conveyance deed / Lease deed/ allotment letter of the plot in the favour of the allottee(s) and to refuse the possession of the plot to the Allottee(s) till payment of amount mentioned Clause 10.4(ii) and Allottee(s) hereby authorizes the promoter the same.
- (iii) The rights and remedies of the promoter under this clause shall be in addition to other rights and remedies available to the Promoter under applicable laws, equity and under this agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the promoter of its right of charging such interest or of the other rights mentioned in this Agreement.

10.5 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 Plot. The promoter shall be entitled to sell the Plot to any other person or otherwise deal with the plot in any manner whatsoever and the Promoter may/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 plot to a new allottee/buyer, from the amounts realized from such new allottee/buyer:

- (i) The Booking Amount (to the extent of 10% of Total Sales Price of said Plot);
- (ii) All taxes, duties, cess, etc. deposited by the Promoter to the concerned department/ authorized in respect of the Plot;
- (iii) The interest and charges paid/payable by the Allottee(s) to the Promoter as per applicable Clause 10.4 (iii), if applicable;

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

## 11. CONVEYANCE OF THE SAID PLOT :

The Promoter, on receipt of total price of the Plot (Including Interest on delay payment and other charges as stated in clause above, as applicable) as per Term No.10.3 under the Agreement from the Allottee, shall issue provisional allotment letter in respect of the said plot in the format prescribed by the ADA (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 ADA for the conveyance of title of the plot in favor of the Allottee(s). Further the promoter shall also handover the Common Areas and facilities 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.

## 12. MAINTENANCE OF THE SAID PROJECT :

12.1 That until the handover of the common area and facilities developed with project to the Interim Resident's association/ Resident's association in accordance with the act, the Promoter shall maintain the common areas and facilities developed with project.

12.2 After Sale/ Booking of 25% Plot out of total Plots, promoter shall form an Interim Residents' Association through election in the project. The Allottees of all the plots of the project shall become the member of Interim Resident's association. That an Interim Resident's association of Allottees of plot in the project shall be formed for the Project. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Interim resident's association. Allottee(s) shall undertake construction over the plot after the receipt of possession as per the terms of sale deed/Lease deed/allotment letter. The Allottee(s) has undertaken that he/she shall at

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Rajesh Kumar

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all times sign and execute the application for registration and all other documents necessary for the formation and registration of the society or association including its bye-laws and shall duly fill in, sign and return to the promoter within 10 (Ten) days of the same being forwarded by the promoter to the Allottee. The Allottee shall obtain an NOC from the Interim Resident's association/Promoter before commencing construction over the said Plot.

- 12.4 Every plot owner shall take part in election process of office bearers of the Interim Resident's association, said office bearers shall sign the constitution and rules of the said Interim Resident's association. After successful registration of the Interim Resident's association, Interim Resident's association shall obtain PAN Number from Income Tax department and open a bank account in nationalized bank.
- 12.5 Promoter hereby agrees to Contribute Rs. 50/- per Sq. Yds. of salable size as payment toward "Maintenance Corpus Fund" of the Society at the time of handing over maintenance of the project to the Interim Residents' Association. This Corpus fund as mentioned in this agreement shall inter-alia will be used for the Maintenance of the common area and facilities provided by Promoter as given in para J and K.
- 12.6 That before 70% sale/booking of plots out of total Plots or completion construction of 10 houses in the project, the said association shall be known as "Residents' Association". Promoter may transfer up to 20% of the corpus fund to the Interim Resident's association as and when required to meet out the maintenance expenses in the said project. If, any fund required over and above of the said 20% then the Interim Resident's association shall arrange the said amount proportionately from all the Plot owners. Promoter may transfer remaining 80% of the said corpus fund to the Residents' Association after booking/sale of plots more than 70% of the total plots or any time as he deems fit and proper.
- 12.7 Interim Resident's association/ Resident's association shall collect Rs. 500/- per month from every plot owner or any other increased amount for maintenance charges and shall charge Rs. 2000/- as one time connection charges.
- 12.8 The Allottee(s) shall not raise any objection, if any changes or modification are made in the draft Bye- Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of the Common Areas and Facilities Developed with Project to Interim Resident's association/ Resident's association as per the Act, it shall be sole responsibility of the Interim Resident's association/ Resident's association, to run and maintain the Common area and Facilities Developed with Project and to determine from time to time the rate and amount of combined expenses and outgoings for the Common area and Facilities Developed with Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that the shall be liable to pay the said combined expenses and outgoings and other dues to the Interim Resident's association/ Resident's association, from time to time & regularly. The Allottee(s) hereby agrees that his/her right to use of Common area and Facilities of the Project shall be subject to timely payment of total maintenance charges along with applicable taxes if any, as determined and thereafter billed by the Interim Resident's association/ Resident's association and performance by the Allottee(s) of the his/her obligation in respect of the terms and conditions specified by the Interim Resident's association/ Resident's association from time to time.
- 12.9 In case of default of the payment of aforesaid charges the Promoter or its nominee/ Interim Resident's association/ Resident's association to be entitled to discontinue/disconnect the service of water and electricity etc. to said plot as also shall right to remove common benefits, amenities, facilities etc. apart from the right to recover the charges with minimum interest @ 24% p.a. from the allottee(s) of the said plot.
- 12.10 Allottee(s) shall be bound by all the terms and conditions of Bye-laws, maintenance agreement and any other agreement entered by the Interim Resident's association/ Resident's association and any decision taken by the Interim Resident's association/ Resident's association.

### 13. AMINITIES:

#### 13.1 Electricity Connection:

The Promoter shall make provisions as per the prevailing township policy for electricity connection in the Project. That Allottee(s) shall be required to get and maintain separate electric connection for the Plot in his/her own name from concerned authorities and the entire cost 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. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

- (i) That if the Allottee(s) wishes to assign the booking/allotment in favour of another person, the transfer will be allowed only after receipt of 100% Total Sale Price of Plot by Promoter. The Allottee(s) shall be solely responsible for all the cost and expenses,

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*Regent dhan*

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including, income tax, stamp duty and registration charges etc. in respect of such transfer.

- (ii) The Allottee(s) shall be solely responsible for taking insurance of the Plot at its own cost and expenses.
- (iii) The Allottee(s) shall, after taking possession, be solely responsible for its Plot, and shall not do or suffer to be done anything in or to the Plot common areas of the project, which may be in violation of any laws or rules of any authority or change or undertaken any work which in any way damaged or jeopardized the Project.
- (iv) The Allottee(s) further undertakes, assures and grants that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. in any area other than the Plot. 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.
- (v) The Allottee(s) recognizes that the Plot is being serviced by the Interim Resident's association/ Resident's association and that any external agency would be detrimental to the interest of the Plot's/ Project's maintenance and upkeep. However, the Interim Resident's association/ Resident's association shall be entitled to appoint any maintenance agency/company for the maintenance of the Project.
- (vi) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Interim Resident's association/ Resident's association in the interest of the upkeep, cleanliness security, etiquettes and maintenance of the Project.
- (vii) The Allottee(s) after receipt of possession of the plot may construct and build on the Plot a house/building for residential purpose only after obtaining the requisite sanction of the building plans and other approvals from the Competent Authority without creating any hindrance and/or nuisance for other Allottee(s) of the Project. In the event of the Allottee(s) misusing the property for any purpose other than the residence without permission from the competent Authority, the Allottee(s) shall also be liable to any such other penalty as may be imposed by the competent authority.
- (viii) The Allottee(s) hereby agrees and undertake that he/she/it/they or his/her/its/their Successor or Legal Representatives or subsequent purchasers shall not for all the times to come raise any kind of construction whatsoever or put any Pillar, Gate Barricade, and Fencing etc. (neither temporary nor permanent) beyond the periphery of the plot allotted to him/her/it/them. The Allottee(s) or his/her/its/ their Successor or Legal Representatives or subsequent purchasers also agree and undertake that he/she/it/they shall not park any vehicle on the road in front of the plot except over the space provided specifically for Parking in the Project, failing which the Promoter/ Interim Resident's association/ Resident's association shall be free to take any legal and coercive action against the Allottee(s)/successor/ subsequent purchaser. The Allottee(s) further undertakes and agrees that he/she/it/they shall record and stipulate this undertaking in all the subsequent transfer documents and shall make bound all his/her/its/their successor/legal representatives/subsequent purchasers with this undertaking/condition.
- (ix) The Allottee(s) shall not use the Plot for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Project or for any illegal or immoral purpose.
- (x) The Allottee(s) shall be liable to pay proportionate common electric charges and water charges from the date of offer of possession in proportion to the area owned by them or occupied by them.

#### 15. 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.

#### 16. RIGHT TO ENTER THE PLOT 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.

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

For Happy Realsquare LLP

*Rajesh Kumar*  
Authorized Signatory



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.

**18. 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.

**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 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 or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Plot.

**19A. THE RAJASTHAN APARTMENT OWNERSHIP ACT, 2015:** The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the Rajasthan Apartment Ownership Act, 2015 (Act No. 12 of 2019) and that the Promoter shall comply with the provisions of the said Act and rules and regulations made thereunder. The Promoter has further assured the Allottee(s) that the various other Acts, rules and regulations prevailing in the State of Rajasthan shall always be complied with by him in the Project.

**20. BINDING EFFECT :**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, 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.

**21. ENTIRE AGREEMENT:**

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

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the 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.

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

**24.1** 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).

**24.2** 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. Accordingly, any waiver by any party shall be in writing.

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to 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.

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other 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.

**27. FURTHER ASSURANCES:**

For Happy Realsquare LLP

*Rupam Singh*

Authorized Signatory



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

**28. PLACE OF EXECUTION :**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, 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 Ajmer. Hence this Agreement shall be deemed to have been executed at Ajmer.

**29. 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.

**30. 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).

**31. 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.

**32. 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.

**33. 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.

Note: Any other terms and conditions as per contractual understanding between the Parties may be included. However, such terms and conditions should not be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provisions of the Act or the rules and regulations made thereunder. If any clause of the draft Agreement for Sale prepared and submitted by the Promoter at the time of registration of the project for public viewing or as actually executed between the Parties is found to be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provision of the Act or the rules and regulations made thereunder, such clause of the draft or any Agreement executed for Sale shall be deemed to be nonexistent and in such case relevant terms and conditions set out herein as part of this Form and the relevant provisions of the Act and the rules and regulations made thereunder shall prevail over such clause and the Promoter shall bear the consequences thereof.

**34. 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:**

For Happy Realsquare LLP

*Roopchand diya*  
Authorized Signatory



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 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 applicable laws and agreements

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at AJMER 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 Ajmer on .....

For and on behalf of M/s HAPPY REALSQUARE LLP
Name - Roopchand Diya
Signature - For Happy Realsquare LLP <i>Roopchand Diya</i>
Designation - Authorized Signatory

<b>WITNESSES</b>	
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- Gangwana, Teh. Ajmer, Ajmer, Rajasthan	1078, 1078/2765, 1428, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1439/3059, 1440, 1441, 1442, 1443	91,900.00
	Total Area	91,900.00

**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]

Name of Scheme and City	Plot No.	Area (Square Meter)
HAPPY BRIJBHOOMI City - Ajmer	.....	.....

1. 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 -

2. Location Map - 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

**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)

For Happy Realsquare LLP  
*Resham d. m.*  
Authorized Signatory