



BP 573722

DECLARATION REGARDING AGREEMENT FOR SALE

Prakash Duggal S/o Mr. R.L. Duggal aged- 52 R/o Plot No 8, 2nd Floor, Jagdamba Colony, Vaishali Nagar, Jaipur, Rajasthan - 302021, Destination- Business Head - Jaipur of promoter company i.e., EMAAR INDIA LTD. do hereby solemnly declare, undertake and state as under:-

That the agreement for sale of our project "Jaipur Greens Extn. - Savana" is in accordance to the Form-G of Real Estate (Regulation and Development) Act, 2016.

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, Prakash Duggal S/o Mr. R.L. Duggal Business Head - Jaipur of EMAAR INDIA LTD. The deponent will be responsible for it.

(Authorised Signatory)

FOR Emaar India Ltd.

ATTESTED

NOTARY PUBLIC
JAIPUR (INDIA)

9 FEB 2024

Ref No: _____

Date: _____

Customer ID: _____

Name: _____

Address: _____

Phone: _____

Subject Provisional Allotment of Unit No. _____ at Jaipur Greens Extension
: – Savana situated at Village Bhamoriya, Tehsil Sanganer, District Jaipur,
Rajasthan.

Dear _____,

Greetings from Emaar India Limited!

Thank you for investing with Emaar India Limited (“Company”). We value your business with us.

With reference to your application dated _____, along with co-applicant(s) _____ (if applicable), we are delighted to inform you that the Company has allotted you the following unit:

Project Jaipur Greens Extension – Savana situated at Village Bhamoriya, Tehsil Sanganer, District Jaipur, Rajasthan.

Unit Details _____

Unit Type Residential

Size Plot Area: _____ sq. mtrs. (_____ sq. yd.)

Total Price Rs. _____/- (Rupees _____ Only) It includes amongst others -

- A. EDC/IDC/ and any interest thereon, as applicable
- B. Interest Free Maintenance Security
- C. Maintenance Charges for first 12 (Twelve) months commencing from issuance of Intimation for Offer of Possession + 60 (Sixty) days
- D. Taxes and Cesses: As applicable.

Please note that since the specifications in the Project are tentative as on the date of issuance of this Allotment Letter, the charges payable towards EDC/IDC shall be tentative and the differential amount shall be recoverable from you at appropriate stage. Notwithstanding anything contained herein, in case of any upward revision in the EDC/IDC levied by the Government agencies/

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For Emaar India Limited

Authorized Signatory

authorities in future, the same shall also be recovered from you on pro-rata basis. However, in the event there is any downward revision of the said EDC/IDC charges by the government the same shall be refunded on pro-rata basis at the time of handing over the possession of the unit after adjusting the dues of the company, if any.

The stamp duty and registration charges will be payable by the Allottee(s) at the time of registering the Plot Buyer's Agreement and the Patta with the Sub-Registrar Office, Jaipur / Jaipur Development Authority. Administrative charges / Patta Facilitation Charges on registration of Plot Buyer's Agreement and the registration of Patta in favour of the Allottee shall be additionally levied by the Promoter.

The Plot Buyer's Agreement will be forwarded to you shortly, for your signatures.

According to agreed schedule of payment, the following sums are due and payable from the date of booking i.e. _____.

Sr. No.	Particulars	Due Date	Balance Payable
1	On Signing of Application Form # 1		
TOTAL PAYABLE			

Your total collection on above installment as on date is Rs. _____/- which has been adjusted against your upcoming installment(s).

Due Date	Installment
Total	
Cheque/DD favouring	

Here are a few easy steps to pay from e-Services OR through RTGS/ Foreign remittance:

Details to Pay Online via e-Services:

You can now also pay your installments with a mere click from e-Services? Read on and discover how!

1. Click on the e-Services tab on the Emaar India Limited's website (<https://in.emaar.com/en/>)
2. Click on the "Customer Login" button/tab and Enter your valid Username and Password and click "Submit"
3. Click on the "View Payment Request & Pay" tab that appears under the "My Account" navigation link and make your payment.

Remit via RTGS:

You may remit the payment per the bank account details mentioned below.

Details	# Installment
Account Number	409000449559
Name of Bank	RBL Bank Limited
Address of Bank	RBL Bank Limited, Ground Floor, Block A, ABW Tower, IFFCO Chowk, Gurgaon – 122 001
IFSC CODE	RATN0000116
SWIFT CODE	RATNINBB

Once your remittance is made, please send the following information to feedback@emaar-india.com

1. Your Name
3. Amount Remitted
4. Your Project name
4. Your Unit number
5. Your Bank name & Branch
6. Unique Transaction Number
7. Nature of remittance, e.g. Booking, installment, overdue interest, EDC/IDC payment etc.
8. Copy of SWIFT transaction slip (in case of foreign remittances)

Should you require any further assistance, please feel free to email us at feedback@emaar-india.com or call us on 1800-103-3643 (Domestic customers Call (toll free)) | International customers call +91-124 4416306. Standard ISD rates apply (this is not a toll free service).

Thank you,

Yours Sincerely,

for, Emaar India Limited

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Current Demand Details:

Charge Type	Inst #	Due Date		Demand Amount	
BASIC					


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Total		
Grand Total		

Advance Collection Details:

Charge Type	Inst #	Due Date		Demand Amount	
BASIC					
Total					
Grand Total					

Note:

- ** Conditions Apply, the above taxes are only indicative and all applicable taxes as on the date of the invoice or payment received shall be levied and recovered from the unit holder. Unit holder is further informed that all payments made or invoices shall be subject to Goods and Service Tax, as applicable.*
- 1. *It shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act 1999 or statutory enactments or amendments thereof & rules & regulations of the Reserve Bank of India.*
- 2. *In the event a communication in the form of reminder / notice has been issued to you for an outstanding payment, notwithstanding this demand, the outstanding payment has to be made in the period stipulated in such communication, failing which the Company shall be entitled to take action as stipulated in such communication.*
- 3. *The Delayed interest shall be payable after the due date as per the terms and conditions of the Application Form/Buyers Agreement, along with GST applicable if any.*
- 4. **Business timings (IST): 10:00 hours to 20:00 hours Monday to Friday and 10:00 hours to 17:00 hours on weekends and national holidays. You can access this number from any fixed line or mobile service in India.*
- 5. *For EMAAR INDIA LIMITED eServices log on to your portal at <https://eservice.emaar-india.com> and check your account online at your convenience.*
- 6. *It shall be the sole responsibility of the allottee to comply with section 194-IA of the Income Tax Act regarding tax deduction at source. EMAAR INDIA LIMITED PAN is AABCE4308B. For information on TDS, visit <https://onlineservices.tin.egov-nsdl.com/etaxnew/tdsntds.jsp>. Please refer "https://www.tin-nsdl.com/download/TDS/eTutorial_TDS%20on%20property_etax-immediately.pdf" for help on making a TDS payment.*
- 7. *TDS is payable on all commercial/retail/ residential units where the value of the unit is Rs.50 lacs or more. Kindly mention the correct Assessment Year in your form 26QB & 16B for the respective deposit of TDS under Section 194IA. For example, the assessment year for the amount deposited in the FY 2014-15 shall be Assessment Year 2015-16.*
- *Details of your PAN card is under.*

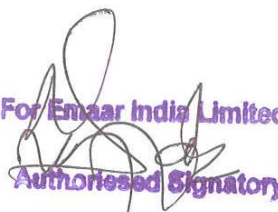
For Emaar India Limited

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<i>Applicant(s) Name</i>	<i>PAN</i>

If the above details are incomplete / in accurate, please send us a scanned copy of the PAN CARD(s) to feedback@emaar-india.com.

8. *GST, as applicable shall be collected from the Applicant(s).*


For Emaar India Limited
Authorized Signatory

Plot Buyer's Agreement

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

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

THIS PLOT BUYER'S AGREEMENT, hereinafter referred to as the "**Agreement**", is made and executed on this _____ day of _____ Two thousand and _____ at _____

BY AND AMONGST

Emaar India Limited (CIN: U45201DL2005PLC133161, PAN: AABCE4308B) a company incorporated under the provisions of the Companies Act, 1956 and is existing under the Companies Act, 2013 and having its registered office at 306-308, Square One, District Center, Saket, New Delhi-110017 and its regional office at Jaipur, through its Authorised Representative duly authorised vide Board Resolution dated _____ to sign and execute this Agreement and to appear and present this Agreement through its Authorised Signatory _____ for registration before the concerned Sub-Registrar, hereinafter referred to as the "**DEVELOPER**" (which term or 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) has entered into development agreement on 13.10.2022 and registered on 19.10.2022 with the office of the Sub-Registrar at Jaipur bearing Book No. 1, Volume No. 1340, Page No. 55, and Sr. No. 202203019114554 and additionally pasted at Book No. 1, Volume No. 5357 and Book No. 665 to 694 (hereinafter referred to as "**Collaboration Agreement**") with (1) **M/s. Pukhraj Realtors Pvt. Ltd.** (CIN: U45201DL2006PTC147460, PAN: AADCP8370J), (2) **M/s. Pulse Estate Pvt. Ltd.** (CIN: U45201DL2006PTC147462, PAN: AADCP8371K), (3) **M/s. Active Promoters Pvt. Ltd.** (CIN: U45201DL2004PTC128384, PAN: AAECA9956G), (4) **M/s. Logical Developers Pvt. Ltd.** (CIN: U45201DL2004PTC128388, PAN: AABCL0432H), (5) **Amit Agarwal** (Aadhar No.: *****3933, PAN: ABEP9088M), (6) **Raj Kumar Agarwal** (Aadhar No.: *****6424, PAN: ADFPA2918M) (hereinafter referred to as "**Landowners**") who have duly authorized **Emaar India Limited** vide General Power of Attorney duly registered in the Office of the Sub-Registrar, Jaipur – V as Serial No. 202203019400736 in Book No. 4 in Volume No. 91 on Page 33 and also additionally pasted at Book No. 4 in Volume No. 182 on Page No. 318 – 347 on 31.10.2022, of the **FIRST PART**;

For Emaar India Limited
Authorized Signatory

AND

[If the Allottee is an individual] Mr./Mrs./Ms..... son/daughter/wife of Mr. aged about years, R/o..... (Aadhar No.) (PAN) (hereinafter singly/ jointly, as the case may be, referred to as the "**Allottee(s)**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the **SECOND PART**.

OR

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

OR

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

OR

[If the Allottee is HUF] Mr./Ms.(Aadhar No.....) son/daughter/wife of..... aged about..... years for self and as the Karta of the HUF, having its place of business/ residence at.....(PAN-.....) (hereinafter referred to as "**Allottee(s)**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their heirs, administrators, executors, successors & permitted assignees) of the **SECOND PART**. (Details of other allottees to be inserted, in case of more than one allottee)

The term or expression the '**Developer**', '**Landowners**' and the '**Allottee(s)**' shall hereinafter be collectively referred to as "**Parties**" and individually as a "**Party**".

For Emaar India Limited

Authorized Signatory

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) "Authority(ies)" shall mean and include the urban local, statutory body, judicial or quasi-judicial authority, tribunal, fire department, State Pollution Control Board, Ministry of Environment & Forests ('MOEF'), Jaipur Development Authority ('JDA'), state electricity boards, its tribunal or any other government/ local bodies and shall also include any government surveyor or chartered engineer, etc.;
 - (c) "Booking Amount" shall mean 10% of the Total Price to be paid by the Allottee(s) as per the Payment Plan;
 - (d) "Interest" means the interest payable at the rate specified in Rule 17 of the Rules;
 - (e) "Para" means a Para of this Agreement;
 - (f) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of Section 11 of the Act;
 - (g) "Maintenance Agency" shall mean an agency as maybe appointed by the Developer for carrying out the maintenance of the Integrated Township;
 - (h) "Regulation" means the Regulation made under the Act;
 - (i) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
 - (j) "Schedule" means the Schedule attached to this Agreement; and
 - (k) "Section" means the section of the Act.
- (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 DEVELOPER /LANDOWNERS DECLARE(S) THAT –

- A. The Landowners were in lawful possession of the land bearing Khasra Nos. 647, 648, 666, 667, 668, 687, 711, 712, 713, 714, 715, 716, 687, 711, 712, 713, 714, 715, 716, 649, 650, 649, 650, 656/2, 657/2, 657/3, 656, 657, 658/1, 658, 656/1, 657/1, 647, 648, 666, 667, 668, 647, 648, 666, 667, 668, 647, 668, 666, 667, 668 for a total area admeasuring **71,993.576 Square Meters** (equivalent to 17.79 acres or 7.20 hectares) situated at Village Bhamoriya, Tehsil Sanganer, District Jaipur, Rajasthan. Therefore, the total land in which development will take place in terms of the layout passed by JDA is 71,993.576 Square Meters (equivalent to 17.79 acres or 7.20 hectares) ("**said Land**"). The extent of the Said Land may also be modified by way of addition/ deletion of land parcels forming part of Said Land in future including addition of land parcels in the Said Land for granting passage / entry / exit in the

plotted commercial colony and to the extent as may be acquired/ required/ desired pursuant/ consequent to any directions/ approvals by JDA or any other Government Authority.

- B. The Developer has entered into development agreement on 13.10.2022 and registered on 19.10.2022 with the office of the Sub-Registrar at Jaipur bearing Book No. 1, Volume No. 1340, Page No. 55, and Sr. No. 202203019114554 and additionally pasted at Book No. 1, Volume No. 5357 and Book No. 665 to 694 (hereinafter referred to as **"Collaboration Agreement"**) with the Landowners and individual land owners pursuant to which the Developer has the right to develop, market and sell the plots in the Project (*defined hereinbelow*) on the said Integrated Township (*defined hereinbelow*) and to receive money/consideration towards the same;
- C. The said Land is earmarked for the purpose of plotted development of a commercial and residential project, comprising of residential, retail and EWS plots and the said project shall be known as **"Jaipur Greens Extension - Savana"** ("Project"). The Said Land is a part of the township developed or being developed on an aggregate area of 158 acres approx. of land situated at Village- Chatarpura at Lalaya Ka Bas, Tehsil Sanganer, Jaipur & at Village - Bhambhoriya, Tehsil Sanganer, Jaipur under the name and style of **"Jaipur Greens"** (hereinafter referred to as the **"Integrated Township"**) in a planned and phased manner and the Developer may carry out further development in the said Integrated Township alongside the Said Land by sub-dividing the plots without disturbing the overall Master Plan and in compliance with the norms and regulations prescribed by the competent authorities.
- D. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said Land on which Project is to be constructed have been completed.
- E. The Developer has been granted permission under Section 90A of Rajasthan Land Revenue Act, 1956 vide Memo No. LU2012/JDA/2022-23/102197 dated 06.12.2022 by JDA. The Developer has also obtained approval of Layout Plan from JDA for developing the Said Project vide Approval Letter bearing Srl. No. JDA/D.C./Zone-11/2024/D-347 dated 05.02.2024 by JDA and as more particularly delineated in **Schedule - 2** of this Agreement.
- F. The said Land is free from all encumbrances.
- G. The Landowners / Developer having received all relevant permissions and sanctions, conceived, planned and is in the process of developing a residential plotted area under its real estate project known as **"Jaipur Greens Extension- Savana"** at 'Jaipur Greens', Jaipur, Rajasthan after getting necessary permissions/ approvals from the concerned Authorities and which *inter-alia* comprises of plots 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 the Said Land (as described above) and latitude & longitude of the end points of the said Project are detailed on the website

(www.rera.rajasthan.gov.in) of the Rajasthan RERA Authority. The location details are fully described in the Schedule-2.

- H. The Developer has registered an area of **71294.81 Square Meters** (equivalent to 17.79 acres or 7.20 hectares) forming a part of the larger Integrated Township under the provisions of the Act comprising of the Said Land under the name and style of “**Jaipur Greens Extension-Savana**” at ‘Jaipur Greens’, Jaipur, Rajasthan, India i.e. the Said Project vide Project Registration Certificate No. _____ dated _____.
- This registration shall be valid up till _____ or and/or such extended period as may be granted by the Rajasthan RERA Authority. The details of the Developer and that of the Said Project are also available on the website (www. rera.rajasthan.gov.in) of the Rajasthan RERA Authority.
- I. The details of salient features of the proposed Project including access to the said 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 said Project are as under:-
- a. **Water Supply-** Water supply will be provided through existing Integrated Township.
 - b. **Sewerage Disposal-** Provision of Sewage Treatment Plant (“STP”) has been made in the Integrated Township. Existing STP capacity will be upgraded as per requirement of the said Project.
 - c. **Irrigation/Recycled water-** Recycled water in the said Project will be supplied for irrigation & flushing system from STP.
 - d. **Garden-** Park/Garden, Kids play area & play court will be provided in the Integrated Township.
 - e. **Lighting-** Common area LED lighting will be provided, and all 12M wide & 9M bitumen roads will be construct in the Project.
 - f. **Electricity-** Provision of 11KV supply line from existing ESS to LT panels. Further, distributed through feeder pillars to plots as per design.
 - g. **Security-** Gated community and 24X7 security will be provided.

To the extent applicable, such facilities shall be connected to and form part of the Integrated Township.

- J. The following external development works have been undertaken in the Project / Integrated Township which are as under:
- a. Electric Substation and Mini substation

b. Street Lighting

Since the said Project entails development of a plotted residential colony details of specifications of material used in construction is not required to be specified herein. Further, since the said Project entails development of a plotted residential colony the time-schedule of completion of the said Project thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works shall be up till the validity of the RERA Registration Certificate No. i.e. _____ and/or such extended period as may be granted by the Rajasthan RERA Authority.

The Developer has opened a collection account vide Account No. _____ in RBL Bank, Branch, Gurgaon and a separate account vide Account No. _____ in _____ Bank, Branch, _____ for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of Section 4 of the RERA Act.

- K. The access to the Project and / or Integrated Township may be required to be given access from the Master Plan roads developed or to be developed as per the City Master Plan or may be given access from the internal circulation roads already approved as per the provisions governing the urban developments. However, the Developer is not liable for development / construction / repairs / maintenance of the said Master Plan roads which is to be constructed by the concerned competent authorities.
- L. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Developer and/or on visiting the Project Site, has applied for allotment and to purchase a Plot (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 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.
- M. 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 all laws, rules, regulations, notifications etc. applicable to the said Project in particular and the Integrated Township in general.
- N. 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;

- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to transfer and the Allottee(s) through JDA hereby agrees to acquire all the rights, title and interest in the Plot as specified in Para 'L'.

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 Developer hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Plot as specified in para 'L'.
- 1.2 The Total Price for the transfer of the Plot is Rs. _____/- (Rupees _____ Only) ("Total Price"). It includes amongst others -
- (a) EDC/IDC/ any other interest thereon, as applicable;
 - (b) Interest Free Maintenance Security Deposit ('IFMS')
 - (c) Maintenance Charges for first 12 (Twelve) months commencing from issuance of Intimation for Offer of Possession + 60 (Sixty) days;
 - (d) Taxes and Cesses: As applicable

Explanation:

- (i) The Total Price above includes the booking amounts of Rs..... (Rupees.....) paid by the Allottee to the Developer towards the Plot as mentioned in Para L.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) upto the date of the handing over the possession of the Plot to the Allottee and the Project to the Maintenance Society/Maintenance agency or the Rajasthan RERA authority, as the case may be:

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Rajasthan RERA Authority, which shall include the extension of registration, if

any, granted to the said Project by the Rajasthan RERA Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Developer shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer 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 residential Plot includes price of land, external development charges, taxes, cost of providing electric wiring, electrical connectivity to plots, main water line and sewage lines, etc. and includes cost for providing all other facilities, amenities and specification to be provided to the residential Plot and the said 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 Developer 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 Developer 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 Rajasthan RERA Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.4 As mentioned in Para 'L' above, the Developer has already received an application fee as advance payment from the Allottee(s) a sum of **Rs. _____/- (Rupees _____ Only)** (not being more than 10% of the Total Price of the Residential Plot as provided in sub-section (1) of Section 13 of the RERA Act) out of the Total Price of **Rs. _____/- (Rupees _____ Only)** and the Allottees(s) agrees and undertakes to pay the balance amount of **Rs. _____/- (Rupees _____ Only)** of the Total Price strictly in accordance with the payment plan ("Payment Plan") given below:-

Down Payment Plan: NA

Development/Time Linked Plan: PP_30_60_90_2.5L

- 1.5 The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments by which the respective installment has been preponed.
- 1.6 It is agreed that the Developer shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule '4' and Schedule '5' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Plot without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

- 1.7 It is agreed that the Developer shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and amenities described herein at Schedule 4 and Schedule 5 (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the residential Plot without the previous written consent of the Allottee(s) as per the provisions of the RERA Act. Provided that the Developer 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 RERA Act.
- 1.8 It is made clear by the Developer and the Allottee agrees that the residential Plot shall be treated as a single indivisible residential Plot for all purposes. It is agreed that the Said Project is a part of the Integrated Township at 'Jaipur Greens' which is an independent, self-contained project covering the Said Land and is not a part of any other project or zone (except the Integrated Township) and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that the Said Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Said Project/Integrated Township, as the case may be. It is further clarified that the Project being a part of the Integrated Township certain infrastructure facilities, other facilities and amenities may be common for the entire Integrated Township including but not limited to the Said Project and the Allottee(s) shall not object to the same.
- 1.9 The Developer agrees to pay all outgoing/ dues before transferring the physical possession of the residential 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 Authorities, banks and financial institutions, which are related to the Said Project and to the extent as applicable to the Integrated Township).

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

- 1.10 Since the right of the Allottee(s) to use the common areas cannot be divided or separated, the Allottee(s) shall use the common areas along with other occupants, maintenance staff etc., of the Said Project/Integrated Township, as the case may be and to the extent relevant, without causing any inconvenience or hindrance to them subject to timely and orderly payment of Maintenance Charges.
- 1.11 The stamp duty and registration charges for execution and registration of this Agreement and the patta/lease deed to be executed in furtherance thereof in favour of the Allottee(s) shall be paid by the Allottee(s) as and when advised / demanded by the Developer.
- 1.12 Subject to Clause 9.3 the Developer agrees and acknowledges that the Allottee shall have the right to the said Plot as mentioned below:
- (i) The Allottee(s) shall have the absolute rights of the said Plot;
 - (ii) The Allottee(s) shall also have undivided proportionate rights and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall handover the common areas to the Maintenance Society as provided in the Act;
 - (iii) That the computation of the price of the said Plot includes recovery of price of land, development of, not only the said Plot but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the said Plot, water line and plumbing, maintenance charges as per Clause 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Plot and the Project;
 - (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and the said Plot.
- 1.13 It is made clear by the Developer and the Allottee agrees that the Plot shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of

infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

- 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 Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the payment plan in Clause 1.4 above as may be demanded by the Developer within the time and manner specified therein.

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement, the Allottee(s) shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan through bank draft(s) / banker's cheque / pay order /cheque(s) or online payment (as applicable) in favour of the Developer payable at New Delhi.

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 thereunder 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 Developer with such permission, approval which would enable the Developer 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 Developer accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Developer fully indemnified and harmless in this regard. 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 Developer immediately and comply with necessary formalities if any, under the applicable laws. The Developer 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 Developer shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorized the Developer 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 Developer to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Developer shall abide by the time schedule for 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. CONSTRUCTION OF THE PROJECT:

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Plot 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 Developer. The Developer 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 Developer 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 Developer shall constitute a material breach of this Agreement.

7. POSSESSION OF THE RESIDENTIAL PLOT:

- 7.1 Schedule for possession of the said Plot –** The Developer agrees and understands that timely delivery of possession of the 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 Developer assures to handover possession of the Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before **31-July-2026** , unless there is delay or failure due to war, flood, drought, fire, pandemic, epidemic, government restrictions, cyclone, earthquake or any other calamity caused by nature effecting the regular development

of the real estate project ("**Force Majeure**"). If, however, the Developer is unable to offer possession within the agreed time period and there is any delay due to the Force Majeure conditions then the Allottee(s) agrees that the Developer shall be entitled to the extension of time for delivery of possession of the 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 Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee(s) the entire amount received by the Developer from the Allottee with interest within forty-five days from that date. The Developer 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 Developer and the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession-** The Developer, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Plot, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of completion certificate. Provided that, in the absence of local law, the patta/lease deed in favor of the Allottee shall be carried out by the Developer within three months from the date of issue of completion certificate. The Developer 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 Developer. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Developer shall handover the completion certificate of the Plot, as the case may be, to the Allottee at the time of patta/lease deed of the same.
- 7.3 **Failure of Allottee to take possession of Plot-** Upon receiving a written intimation from the Developer as per Clause 7.2 above, the Allottee(s) shall take possession of the Plot from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Clause 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Clause 7.2 above.
- 7.4 **Possession of the Allottee-** After obtaining the handing over physical possession of the Plot to the Allottee(s), it shall be the responsibility of the Developer 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 Developer 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 Developer, the Developer 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 Developer to the Allottee(s) within forty-five days of such cancellation.

- 7.6 **Compensation** – The Developer 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 Developer fails to complete or is unable to give possession of the said Plot (i) in accordance with the terms of this Agreement, duly completed by the day specified in Clause 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 Developer 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 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(s) does not intent to withdraw from the Project the Developer shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Developer to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrants to the Allottee(s) as follows:

- (i) The Landowners have absolute, clear and marketable title with respect to the Said Land. The Developer has absolute development rights in terms of the Collaboration Agreement and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the said Project;

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- (ii) The Developer 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 residential Plot;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, residential Plot and common areas;
- (vi) The Developer 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 Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Plot to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the patta/ lease deed, the Developer shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee(s) and the common areas to the Maintenance Society;
- (x) The said Plot 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 Said Plot;
- (xi) The Developer 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 said Plot 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, notification (including any notice for acquisition or requisition of the said Plot) has been received by or served upon the Developer in respect of the said Land and/or the Project.
- (xiii) The Developer represents that subject to force Majeure events, it shall endeavour to complete the Project and procure the Completion Certificate for the Project on or before 31-July-2026.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Developer fails to provide ready to move in possession of the residential Plot to the Allottee(s) within the time period specified in Clause No. 7.1 above in this Agreement or fails to complete the Said Project within the stipulated time disclosed at the time of registration of the Said Project with the Rajasthan RERA Authority.
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the RERA Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Developer as demanded by the Developer. If the Allottee(s) stops making payments, the Developer shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Developer 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 Developer, interest for the period of delay till the handing over of the possession of the Plot, which shall be paid by the Developer 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 2 (Two) consecutive demands made by the Developer 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 Developer on the unpaid amount.
- (ii) In case of default by Allottee(s) under the conditions listed above continues for a period beyond 2 (Two) consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Plot in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

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

10. PATTA REGISTRATION OF THE SAID PLOT:

The patta/lease deed shall be executed and registered in favor of the Allottee(s) subsequent to the demarcation of plots and final measurement of area of the residential Plot, provided the Allottee(s) is/ are not in default of payment of Total Price, and all other charges, interest, etc., as per this Agreement/Payment Plan and subject to payment of Total Price and compliance of all other terms and conditions of this Agreement:

Provided that, in absence of local law, the patta/ lease deed in favour of the Allottee(s) shall be facilitated by the Developer within 3 (three) months from the date of issue of Completion Certificate (*which also includes part completion certificate if so permissible under the applicable law*) and/or as otherwise permissible under the local laws from the Authority in accordance with the prevailing applicable local law.

The cost of stamp duty, registration charges and other incidental charges and expenses will be borne by the Allottee(s) in addition to the Total Price of the residential Plot, as and when demanded by the Developer.

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 Developer to withhold registration of the patta/lease deed in his/her/their/its favour till payment of stamp duty and registration charges to the Developer is made by the Allottee(s).

However, if the Allottee(s) fails to execute the patta/lease deed within the prescribed timelines, provided the Developer has complied with all its obligations under this Agreement and in accordance with law, the Allottee(s) confirms and undertakes that the Allottee(s) shall not raise any dispute or claim whatsoever. The Allottee(s) further undertakes to indemnify the Developer (including its employees, directors, officers, agents, authorized representatives etc.) against all claims, actions, demands, litigation, penalty that may arise on account of default on the part of Allottee(s) for not executing the patta/lease deed. In the event, the delay in execution of patta/lease deed or completion of formalities for taking possession of the residential Plot is on the part of the Allottee(s), then the

Developer shall not be liable for any consequences thereof.

The Allottee(s) agrees to sign, execute and deliver the definitive documents including but not limited to this Agreement and a separate Maintenance Agreement, any other papers, documents, undertakings and declarations, in the standard format, as may be required by the Developer and/or the nominated maintenance agency and/or the registered Association of Allottees for the maintenance and upkeep of the Project, as and when required along with declarations and undertakings contained therein. The Allottee(s) accept(s) that the execution of the said documents shall be a condition precedent to the execution of the Patta / Lease Deed for the Plot.

11. MAINTENANCE OF THE SAID PLOT / PROJECT:

- 11.1 The Developer shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project.
- 11.2 The maintenance charges for the first 12 (Twelve) months commencing from issuance of Intimation for Offer of Possession + 60 (Sixty) days (hereinafter referred to as the **"Maintenance Charges Commencement Date"**) has already been included in the Total Price, the Developer / Maintenance Society / Association of Allottees shall thus be entitled to adjust the said maintenance charges from the Total Price from the Maintenance Charges Commencement Date. In case, the Allottee(s) / Association of Allottees fails to take possession of the essential services as envisaged in this Agreement or prevalent laws/Applicable Laws governing the same, then in such a case, the Developer has the right to recover such amount as spent on maintaining such essential services beyond its scope. Therefore, in such an event, the Allottee(s) shall thereafter be under an obligation to pay maintenance charges from the expiry of the abovesaid 12 (Twelve) months from the Maintenance Charges Commencement Date. From the date of taking over of possession, the Allottee(s) shall be responsible to comply, and cause compliance by his occupants, representatives and/or any other person claiming under him, with all Applicable Laws and provisions of the Patta / Lease Deed and the maintenance agreement. The Allottee(s) shall indemnify the Developer/ Maintenance Agency/ Association of Allottees, as the case may be, and their officers/ employees, against any actions, claims, damages, liabilities, losses, or costs arising out of any act or omission of the Allottee(s), his / her / its / their occupants, representatives and/or any other person claiming under him / her / it / them.
- 11.3 The Allottee(s) agrees to execute a Maintenance Agreement along with other necessary documents, undertakings etc. in the standard format, with the Developer/ Association of Allottees / the Maintenance Agency as appointed for maintenance for the upkeep of the Project, but not including the areas falling within the Plot. These shall mainly relate to services in respect of the public roads, landscaping, sewage, drainage, garbage clearance, water, streetlights, pavements, security, telecommunication, etc. Execution of the

Maintenance Agreement shall be a condition precedent for handing over possession of Plot by the Developer and also for executing the Patta / Lease Deed of the Plot.

- 11.4 In case the Developer is not the Maintenance Agency, the relationship between the Developer and the Maintenance Agency shall be on a principal-to-principal basis. The Maintenance Agreement shall be enforceable against the Maintenance Agency only and the Developer shall not be responsible or liable for the same and the Allottee(s) hereby agrees to keep the Developer indemnified and harmless of all liabilities in this respect at all times.
- 11.5 Maintenance Charges, if to be charged by the Developer, in case of eventualities in Clause 11.2 above, shall be fixed by the Developer/Maintenance Agency based upon an estimate of the maintenance costs to be incurred for the Project for every financial year and would be levied from the expiry of 12 (Twelve) months from the Maintenance Charges Commencement Date and the Allottee(s) undertakes to promptly pay the same. The estimates of the Developer / Maintenance Agency shall be final and binding upon the Allottee(s). The Maintenance Charges shall be recovered on such estimated basis, from all Allottee(s) chargeable on uniformly applicable rates, on monthly or at quarterly intervals or at half yearly basis or at annual basis or any other basis, as may be then decided by the Developer / Maintenance Agency and reconciled against the actual expenses as may be determined at the end of the financial year and any surplus / deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Allottee(s) agrees and undertakes to pay all maintenance bills on or before the due dates as may be intimated by the Maintenance Agency.
- 11.6 The Allottee(s) agrees and undertakes that upon possession, the Allottee(s) shall join the Association of Allottee(s) as may be registered / formed under the Applicable Law by the Developer and as provided for under the Applicable Laws, and shall not form / join / become part of any other association / society in respect of the Plot or the Project. The Allottee(s) agrees to execute such forms, applications or documents for the purpose of becoming a member of the Association of Allottees or for any other purposes connected thereto as may be necessary. A format of the application for membership is annexed hereto as **Annexure – I**.
- 11.7 In case at any time, the maintenance services of the Project are handed over to the Maintenance Agency/competent local authority/the Association of Allottees, as the case may be, then the Developer shall have the right to transfer the IFMS after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Allottee(s) to such Maintenance Agency / Competent Authority / Association of Allottees, as the case may be, and as the Developer may deem fit and thereupon the Developer shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the IFMS or advance Maintenance Charges including but not limited to issues of repayment, refund and/or claims, if any, of the Allottee(s) on account of the same.

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- 11.8 The Allottee(s) hereby unequivocally authorizes the Developer, its representatives, agents, employees, contractors, workmen to enter into and upon the said designated Common Areas, open areas, driveways without any restriction or interference whatsoever.

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 Developer as per this Agreement relating to such development is brought to the notice of the Developer within a period of five years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within thirty days, and in the event of Developer'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.

Provided, the Developer shall not be liable for any such structural/ architectural defect which result from/ has been induced by: (i) any act, omission or negligence attributable to the Allottee(s) or non-compliance of any Applicable Laws by the Allottee; or (ii) means of carrying out structural or architectural changes from the original specifications/design or (iii) ordinary wear and tear in due course.

Provided further, in case any such structural defect or any other defect in workmanship, quality or provision of services by the Developer at the Project, reasonably and in the ordinary course requires additional time beyond the said 90 (ninety) days having regard to the nature of defect, then the Developer shall be entitled to the such additional time period, provided an intimation thereof has been provided to the Allottee(s) / the Association of Allottees/ the Maintenance Agency, as the case may be, prior to expiry of the said initial 90 (ninety) days. The Developer/ Allottee(s)/ the Association of Allottees/ the Maintenance Agency shall mutually work upon and agree to a reasonable and justifiable additional time period for rectification of such defects. The Allottee(s) hereby agrees to such additional time/ extension of time without being entitled to or making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Law.

13. RIGHT TO ENTER THE PLOT/ PROJECT FOR REPAIRS:

The Developer/ 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 Developer/ Maintenance Society 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.

14. 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.

15. GENRAL COMPLIANCE WITH RESPECT TO THE PLOT:

15.1 Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said 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 Plot which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Plot, and keep the said Plot, in good and tenantable repair and maintain the same in a fit and proper condition.

15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any signboard/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee(s) 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 Plot or place any heavy material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Plot.

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Developer 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.

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Developer 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.

18. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Developer executes this Agreement, it shall not mortgage or create a charge on the said Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge

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

19. BINDING EFFECT:

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

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 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.

23. WAIVER NOT A LIMITATION TO ENFORCE:

- 23.1 The Developer may, at least solve option and discretion, without prejudice to its rights as set 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 Developer in the case of one allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other allottees.

For Emvair India Limited

Authorized Signatory

- 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 thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder 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 area of the Plot bears to the total area of all the plots in the Project.

26. FURTHER ASSURANCES:

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

27. PLACE OF EXECUTION:

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

28. NOTICES:

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

M/s Emaar India Limited

For Emaar India Limited

Authorized Signatory

Address: 306-308, Square One, District Center,
Saket, New Delhi-110017.

Allottee(s) Name: _____

Address: _____

29. JOINT ALLOTTEE:

That in case there are Joint Allottees all communications shall be sent by the Developer 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 Plot, prior to the execution and registration of the agreement for sale for such plot, as the case may be, shall not be construed to limit the rights and interests of the allottee or the Developer 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.

32. 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 Developer 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 provisions 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 non-existent 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 Developer shall bear the consequences thereof.

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

For Emaar India Limited

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)

Signed and delivered by the within named Developer in the presence of witnesses at

..... on

Developer For and on behalf of M/s. Emaar India Limited and as an Attorney of following Landowners – 1. M/s. Pukhraj Realotars Pvt. Ltd. 2. M/s. Pulse Estate Pvt. Ltd. 3. M/s. Active Promoters Pvt. Ltd. 4. M/s. Logical Developers Pvt. Ltd. 5. Amit Agarwal 6. Raj Kumar Agarwal
Name
Signature
Designation

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

For Emaar India Limited

 Authorized Signatory

Schedule – 1

(Details of Said Land and location of the Project)

For Empaar India Limited

Authorized Signatory

Schedule – 2
(Lay-out Plan of the Project)

For Emaar India Limited

Authorized Signatory

Schedule – 3

(Description of the residential Plot along with boundaries in all four directions)

For Emaar India Limited

Authorized Signatory

Schedule – 4

Specifications, facilities, amenities, which are part of the residential Plot which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Developer at time of booking of residential Plots in the Project

1. ACCESS TO THE PROJECT-
2. INTERNAL ROADS
3. PARKS AND HORTICULTURE WORK SURROUNDING ROADS
4. ELECTRICITY CONNECTION INCLUDING STREET LIGHTING
5. WATER SUPPLY WITH O.H. TANK

For Emaar India Limited


Authorized Signatory

Schedule – 5

Specifications, facilities, amenities, internal/external development works etc. which are part of the Project and which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Developer at time of booking of residential Plots in the Project

1. ACCESS TO THE PROJECT-
2. INTERNAL ROADS
3. PARKS AND HORTICULTURE WORK SURROUNDING ROADS
4. ELECTRICITY CONNECTION INCLUDING STREET LIGHTING
5. WATER SUPPLY WITH O.H. TANK
6. STP
7. CLUB HOUSE OPERATIONAL
8. BOUNDARY WALL
9. ROUND THE CLOCK SECURITY SERVICE

For Envaar India Limited

Authorized Signatory

ANNEXURE – I

MEMBERSHIP APPLICATION FORM

Date: _____

Name:
Address:

The Secretary
The [●] Plot Owners Welfare Association
[●] Jaipur
Rajasthan

Sub: Application for enrollment as member

Dear Sir,

I/We have entered into an Agreement with Emaar India Limited to purchase a Plot bearing no. _____ situated in block/Sector _____, in the Project known as “**Jaipur Greens Extension - Savana**”.

I/We request to be enrolled as member of [●] Plot Owners Welfare Association and I/we herewith remit a sum of Rs. _____/- (Rupees _____ only) through cash/cheque bearing no. _____ dated _____ drawn on _____ bank, towards entrance fee (non-refundable) of the said association.

Kindly let us know the annual subscription fee to be paid and furnish us with copy of the bye-laws of the owners association. We request you to kindly keep me/us informed of the activities of the association from time to time.

Thanking You
Yours Sincerely

(_____)
Member

For Emaar India Limited
Authorized Signatory