

राजस्थान RAJASTHAN

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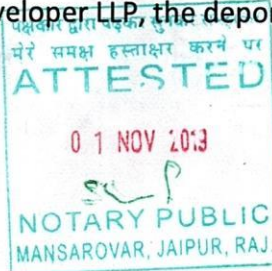


DECLARATION REGARDING AGREEMENT OF SALE

I, **Ram Chandar Yadav** Son of **Shri Har Sahay Yadav**, Resident of **Yadav Farm House**, **Ramchandrapura**, **Ajmer Road**, **Jaipur** Designated Partner of Promoter Company i.e. **M/s. Aryan Landmark Developers LLP** do hereby solemnly declare, undertake and state as under:

1. That the agreement for sale of our project "Yaduraj Enclave" Situated at Khasra No. 22, 381/24, 23, 378/23, Part of 380/23, 95(111), 99/4, 99/6, 99/9(101,108) 99/3 (Raj.) 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, **Ram Chandar Yadav**, Designated Partner of **M/s. Aryan Landmark Developer LLP**, the deponent will be responsible for it.

Identified By
Hemlal Seemra
9828946032



For Aryan Landmark Developers LLP
Ram Chandar Yadav
Designated Partner
Deponent

क्रमांक 536 दिनांक 02/11/19
नाम आर्यन लैण्डमार्क इन्वेलपर्स एलएलपी.
पता का नाम
प्रवरण एडिटेडिट
पता 2C स्वरूप ऑनोनी डीली एम. अजमेर रोड जयपुर

हस्ताक्षरकर्ता

अनीता

अनीता खण्डेलवाल
लार्डसेन्स संख्या - 201/2015
255, चम्पा नगर, गुर्जर की थड़ी, जयपुर

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत स्टाम्प राशि पर प्रयोजित अधिभार	
1. आधारभूत प्रत्येक रुपया पर	10
2. गाय और गोरुओं के मृत्यु पर (धारा-3-ख)-10% रूपय	10
कुल योग 20 हस्ताक्षर स्टाम्प वेण्डर	



ARYAN LANDMARK DEVELOPERS LLP.

Office: 2-C, Swaroop Colony, DCM, Ajmer Road, Jaipur-302021

LLP Identification Number AAB-1059

+91 98290 61577 | ramchandaryadav@yahoo.in



PROVISIONAL ALLOTMENT LETTER

Photo

It is hereby certified that possession of Plot No. _____ (here in after referred to as the Unit) measuring _____ Sq. Mtrs. (in words _____) in Niji Khatedari Residential Scheme YADURAJ ENCLAVE, Village Nangal Badguran urf Fagodiyawala, Tehsil Sanganer, Jaipur and Village Jaichandpura, Tehsil & Distt. Jaiur is provisionally allotted to Smt./Kumari/Shri _____ Son/Wife/Daughter of Shri _____ R/o _____

As per enclosed site plan of the above scheme and has been physically handed over to the said Allottee subject to the terms and conditions (mentioned overleaf) which have been accepted by the Allottee.

This document hereby vests in Mrs./Mr. _____ with full ownership rights and authority to possess the said plot and possession letter is hereby issued on this _____ day of _____ month _____ year.

For Aryan Landmark Developers LLP

Designated Partner

Khatedar/Owner/Developer

TERMS AND CONDITIONS

1. 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 or the Developer/Khatedar/Owner, Vikas Samiti as may be decided from time to time.
2. The Allottee or the transferee or the assignee as the case may be, shall have to pay to Khatedar any due or dues that have fallen due or may become due hereafter. The Allottee or the transferee or the assignee, as the case may be, shall have no option but to satisfy the claims that may be conveyed to him/her by the Developer/Khatedar/Owner.
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, accepts the possession of the plot of land, after studying legal status thereof, at his/her own risk, any notice issue by the State Govt./Local Body/Central Govt. for acquisition from time to time.
5. The area and the Plot No. mentioned in the allotment letter is subject to adjustment on the final demarcation or the plot and/or approval of land by JDA or other public authorities.
6. That every dispute that arises between the parties and all the questions relating to interpretation and construction of any condition or part thereof shall be decided by the Developer/Khatedar/Owner 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 Developer/Khatedar/Owner.
8. Any dispute arising out of the above condition No. 1 to 7 shall be decided through arbitration as is provided in the arbitration Act and rules made thereunder.
9. That the above conditions are subject to Jaipur Jurisdiction only.

For Aryan Landmark Developers LLP



Designated Partner

Developer/Khatedar/Owner

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

Place :

Date :

Witness (1)

(2)

Agreement for Sale

Affix color
photograph of
Promoter with
signature Across
the photograph

Affix color
photograph of
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 Nineteen at Jaipur.

By and Between

M/s. Aryan Landmark Developers LLP a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration no. **AAB-1059** and having its registered office at 2-C, Swaroop Colony, DCM, Ajmer Road, Jaipur, Rajasthan 302021 and its **PAN AAWFA1781C**, represented by its authorized partner, **Dr. Ram Chandar Yadav (Aadhar No. 321704586161)** authorized vide board resolution dated 04-10-2019 hereinafter referred to as the "**Partner**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) being party of the **ONE PART**.

AND

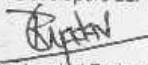
Mr. Son of **Mr.** aged about years, R/o. the case may be, referred to as the "**Allottee(s)**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the **OTHER PART**.

The Company 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) "Built-up Area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or uncovered, and thickness of wall. In case there bge common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up-area.

For Aryan Landmark Developers LLP


Designated Partner

- (c) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
- (d) "Para" means a Para of this Agreement;
- (e) "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;
- (f) "Regulation" means the Regulation made under the Act;
- (g) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (h) "Schedule" means the Schedule attached to this Agreement; and
- (i) "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 COMPANY DECLARES THAT:

- A. The Company is in lawful possession of the land Khasra No. 22, 381/24, 23, 378/23, 380/23 at Village Nangal Badgujran urf Pagodiyawala, Tehsil Sanganer, District Jaipur and Khasra No. 95 (111), 99/4, 99/6, 99/9 (101 & 108), 99/3 at Village Jaichandpura urf Govindpura, Tehsil and District Jaipur with a total area admeasuring of **100000.00 Square Meters** (here after referred to as 'Land' and more fully described in the Scheduel-I).
- B. The Company has legal title to the Land with legally valid documents and is lawful owner of the land. The Land was purchased by the Company from following company/person –

S. No.	Name of Seller	Registered on	Sub-Registrar Office	Book No.	Vol. No.	Page No.	Serial No.	Add. Book No.	Vol. No.	Page No.
1.	Jesaram	06-06-2014	Sanganer-I	1	913	11	2014067005422	1	3246	71-78
2.	Jesaram	06-06-2014	Sanganer-I	1	913	12	2014067005423	1	3246	79-86
3.	Jesaram	06-06-2014	Sanganer-I	1	913	13	2014067005424	1	3246	87-94
4.	Jesaram	29-09-2014	Sanganer-I	1	930	194	2014067009005	1	3317	462-472
5.	Mambhar Devi	29-09-2014	Sanganer-I	1	930	195	2014067009006	1	3317	473-481
6.	Ramswaroop Jat	26-11-2014	Jaipur-II	1	956	121	2014052010539	1	3731	262-271
7.	Jesaram	27-02-2015	Sanganer-I	1	953	168	2015067001556	1	9409	401-409
8.	Barji Devi	01-02-2016	Sanganer-II	1	328	147	201603025100690	1	1311	159-170
9.	Spring Creations LLP	14-10-2016	Jaipur-V	1	937	61	201603019108062	1	3745	662-675
10.	Bhairuram	30-10-2018	Jaipur-VII	1	500	126	201803021110737	1	2000	515-527
11.	Rameshtwar	20-02-2019	Jaipur-VII	1	519	174	201903021101633	1	2077	457-469
12.	Lachhu urf Laxminarayan	25-02-2019	Bagru	1	193	40	201903135100223	1	601	51-42
13.	Bhadru	12-03-2019	Bagru	1	193	86	201903135100269	1	602	25-35
14.	Ramnarsyan	08-04-2019	Jaipur-VII	1	527	99	201903021103158	1	2108	1-13

- C. The said land is earmarked for the purpose of plotted development of a Residential project, comprising EWS, LIG plots, Residential plots, shops and the said project shall be known as "**Yaduraj Enclave**" Provided that where land is earmarked for any institution development the same shall be used for those purpose only and no commercial/residential development shall be permitted unless it is part of the plan approved by the competent authority;

For Aryan Landmark Developers LLP


Designated Partner

- D. The Company is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Company regarding the said land on which Project is to be constructed have been completed.
- E. The Jaipur Development Authority has granted the commencement certificate to develop the Project vide its approval number JDA/Zone-12/19/D-4539 Dated 16-10-2019.
- F. The Land is free from all encumbrances.
- G. The Company has conceived, planned and is in the process of developing a real estate project known as "**Yaduraj Enclave**", (hereinafter referred to as the 'Project') after getting necessary permissions/approvals from the concerned competent authorities and which inter-alia comprising of EWS/LIG plots, Residential/commercial Plots, shops and includes the common/facility areas, the development works, all improvements and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 100000.00 Square Meters situated at **Village Nangal Badgujran urf Fagodiyawala, Tehsil Sanganer, District Jaipur and Village Jaichandpura urf Govindpura, Tehsil and District Jaipur**. The location details are fully described in the Schedule-I.
- H. The Project has been registered with the Real Estate Regulatory Authority on dated and the Project Registration Certificate No. is This registration is valid for a period of days commencing from and ending with unless extended by the Authority. The details of the Company and Project are also available in the website – <http://rera.rajasthan.gov.in> of the Authority.
- I. The layout plan/site plan of the Project "**Yaduraj Enclave**" has been sanctioned on dated 16-10-2019 by the Jaipur Development Authority (Known as JDA) and copy of which is enclosed as Schedule-2. The Company 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.
- J. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including park facilities, water supply, electricity facility etc. as provide under clause (e) of sub-section (2) 4, as under:
- Road Network
 - Electrification
 - Park Development
 - Block Boundary
 - Water Tank (underground and overhead)
 - Sewerage Facility
 - Water Harvesting System
 - Water Pipe Line
- K. The Company has opened a separate account in Branch NIRMAN NAGAR, JAIPUR of Axis Bank for the purpose as provided in sub-clause (D) of clause (I) of section (2) of section 4.

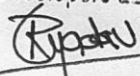
Details of RERA 70% Bank Account

Account Name	Aryan Landmark Developers LLP – Yaduraj Enclave
Account Number	919020046066382
IFSC	UTIB0003235

Details of Master 100% Collection Bank Account

Account Name	Aryan Landmark Developers LLP – Yaduraj Enclave
Account Number	919020081473172
IFSC	UTIB0003235

For Aryan Landmark Developers LLP


Designated Partner

- L. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Company and/or on visiting the model of the project, has applied for allotment and to purchase a Plot (hereafter 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.** (**Rupees** **only**) as an advance payment/booking amount including application fee vide cheque No., Brach (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 Allottee has applied for a plot in the Project vide **Application date** and has been allotted **Plot No.** having area of **Square Meter** as permissible under the application law and of pro-rata share in the common areas as defied under clause (n) of section 2 of the Act, hereinafter referred to as the "Plot", more particularly described in Schedule-4;
- N. 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.
- O. 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 to the terms and conditions appearing hereinafter;
- P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Company hereby agrees to sell and the Allottee hereby agrees to purchase the plot as specified in Para L and M.

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 Company hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby purchase and receive the Plot as specified in Para 'L' and 'M'.
- 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/Commercial	- Rs./-
Location : Village Nangal Badgujran urf Fagodiyawala, Tehsil Sanganer, District Jaipur and Village Jaichandpura urf Govindpura, Tehsil and District Jaipur	
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 Company towards the Plot as mentioned in Para 'L'.

For Aryan Landmark Developers LLP


Designated Partner

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Company by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, (Except charges in relation to registration of JDA allotment letter) in connection with the development of the Project payable by the Company, by whatever name called) upto the date of the handing over the possession of the Plot to the allottee and the Project to the competent authority, as the case may be, after obtaining the completion certificate:

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, Which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Company 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 Company within the time and in the manner specified therein. In addition, the Company within the time and in the taxes p aid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

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

Amount Received as Advance	Rs./- Vide Cheque No.
Details of Remaining Amount to be Received	Rs./- to be received either from bank finance or from Allottee or By Both.

- 1.4 It is agreed that the Company 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:
- 1.5 Subject to Terms No. 8.3 the Company agreed and acknowledges, the Allottee shall have the right to the Plot as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Plot;
- (ii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot.
- 1.6 It is made clear by the Company and the Allottee agrees that the Plot shall be treated as a single indivisible unit for all purpose. 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.

- 1.7 The Company 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.) If the Company fails to pay all or any of the outgoing/dues collected by it from the Allottee(s), the Company 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.
- 1.8 The Allottee has paid a sum of Rs. (Rupees only) as booking amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Company hereby acknowledge 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 Company within the time and manner specified therein.

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Company abiding by the construction milestones, the Allottees shall make all payments, on written demand by the Company, within the stipulated time as mentioned in the payment plan at Term No. 1.3 above through account payee cheque/demand draft/banker's cheque or online payment (as applicable) in favor of "Aryan Landmark Developers LLP - Yaduraj Enclave" Company payable at JAIPUR.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI Act') and the Rule 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 Company with such permission, approval which would enable the Company 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 2 comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under FEMA or other laws as application, as amended from time to time.
- 3.2 The Company accepts no responsibility in regard to matters specified in Terms 3.1 above. The Allottee shall keep the Company 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 Company immediately and comply with necessary formalities if any, under the application laws. The Company 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 Apartment/Plot apply for herein in any way and the Company shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENT:

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

5. TIME ESSENCE:

The Company 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 competent authority, as the case may be.

6. DEVELOPMENT OF THE SAID PROJECT:

The Allottee(s) has seen, understood and accepted the approved plans, payment plan annexed along with this agreement. The Company shall develop the said Project in accordance with the approved plans subject to the terms in this agreement, the company undertakes to strictly abide by such plans approved by the competent authorities, other than in the manner provided under the act and the procedure under the Clause 1.4 hereinabove and breach of this terms by the company shall constitute material breach of this agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

7.1 Schedule for possession of the said Apartment of Plot - The Company 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 Company 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 or before 15/10/2022** unless there is delay or failure due to war, flood, drought, fire cyclone earthquake or any other calamity cause 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* 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 vent it becomes impossible for the Company to implement the project due to the Allottee(s) the entire amount received by the Company from the Allottee with interest within forty-five days from that date. The Company 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 Company and the Company shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Company, 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 taking within 2 (two) months from the date of issue of occupancy certificate, Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Company within three months from the date of issue of occupancy certificate. The Company 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 Company. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Company/Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Company

For Aryan Landmark Developers LLP


Designated Partner

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 Company 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 Company 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 Company, the Company 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 Company to the Allottee(s) within forty-five days of such cancellation.

7.6 **Compensation** - The Company 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 Company 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 Company 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.

8. **REPRESENTATIONS AND WARRANTIES OF THE COMPANY** : The Company hereby represents and warrants to the Allottee(s) as follow:

- (i) The Company has absolute, clear and marketable title with respect to the said Land 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 Project.
- (ii) The Company has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.

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- (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 Unit;
- (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 Company has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas.
- (vi) The Company 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 Company has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Company confirms that the Company is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Company shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common areas to the Maintenance Society.
- (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 Company has duly paid and shall continue to pay 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 Apartment/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 an notice from acquisition or requisition of the said property) has been received by or served upon the Company in respect of the said Land and or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Company fails to provide possession of the plot to the Allottee(s) within the time period specified in Term No. 6.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, "Possession" shall mean that the plot shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties,

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and for which completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Company's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made there under.

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

- (i) Stop making further payments to the Company as demanded by the Company. If the Allottee(s) stops making payments the Company 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 Company shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, 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 Company, interest for the period of delay till the handing over of the possession of the Apartment/Plot, which shall be paid by the Company to the Allottee within forty-five days of becoming due.

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

- (i) In case the Allottee(s) fails to make payments for consecutive demands made by the Company as per the payment plan started above, despite having been issued notice in that regard, the Allottee(s) will be liable to pay interest to the Company on the unpaid amount.
- (ii) In case of default by Allottee under the conditions listed above continues for a **period beyond one month consecutive months** in this regard, the Company 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 without any intimation to Allottee.

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

10. CONVEYANCE OF THE SAID PLOT:

The Company, on receipt of Total price of the Plot as per Term No. 1.2 under the Agreement from the Allottee shall execute a allotment letter of Company and the Company shall be responsible for issue JDA allotment letter in the name of allottee from competent authority "JAIPUR DEVELOPMENT AUTHORITY".

Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Company.

11. MAINTENANCE OF THE SAID PROJECT:

The Company shall be responsible for providing and maintaining the essential service in the Project, till the taking over of the maintenance of 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. The cost of such maintenance has been included in the Total Price of the Plot.

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12. DEFECT LIABILITY:

It is agreed that in case any defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

- (I) Subject to Term 11 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.
- (ii) The Allottee further undertakes, assures and grants that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. anywhere on the exterior of the Project, or common areas, Further the Allottee shall not store any hazardous or combustible goods in the Plot.
- (iii) The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the concerned authority. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

15. ADDITIONAL DEVELOPMENT:

The Company 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.

16. COMPANY SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Company 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 Apartment/Plot/Building.

17. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Company does not create a binding obligation on the part of the Company or the Allottee(s) until, Firstly, the Allottee(s) signs and delivers this Agreement with all the Schedule along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and when intimated by the Company. If the Allottee(s) fails to execute and deliver to the Company this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) then the Company 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 without any intimation to the Allottee 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.

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18. 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.

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

20. 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.

21. WAIVER NOT A LIMITATION TO ENFORCE:

21.1 The Company 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 Company in the case of one allottee shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in the case of other allottees.

21.2 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.

22. SEVERABILITY:

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

23. 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.

24. 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.

25. PLACE OF EXECUTION:

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The execution of this Agreement shall be completed only upon its execution by the Company through its authorized signatory at the Company's Office, or at some other place, which may be mutually agreed between the Company and the Allottee, in Jaipur after the Agreement is duly executed by the Allottee and the Company.

26. NOTICES:

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

Promoter Name : Ram Chandar Yadav	Allottee(s) Name :
Address : 2-C, Swaroop Colony, DCM, Ajmer Road, Jaipur, Rajasthan - 302021	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 Company or the Allottee(s), as the case may be.

27. JOINT ALLOTTEE:

That in case there are Joint Allottee(s) all communications shall be sent by the Company 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) .

28. SAVINGS:

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

29. 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.

30. 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 that Act.

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

31. Therefore, this agreement is signed by both the parties on the basis of intellect, without any addition and without any pressure and seduction, on a stamp paper of Rupees 600/- (including Surcharge) and 15 green papers, after reading it well and understand.

For Aryan Landmark Developers LLP


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Signed and delivered by the within named Allottee(s) in the presence of witness
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) (First-Allottee)	Signature (Name) (First-Allottee)

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

For and on behalf of M/s. M/s. Aryan Landmark Developers LLP

Name -

Signature -

Designation -

WITNESS:	
1.	Signature
	Name
	Address
2.	Signature
	Name
	Address

For Aryan Landmark Developers LLP


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SCHEDULE-1**1. (Details of land holdings of the Company and location of the Project)**

Name of Revenue Village and Tehsil	Khasra No.	Area (in Meters)
Village Nangal Badguiran, Tehsil Sanganer, Jaipur	22, 381/24, 23, 378/23, 380/23	34878.25
Village Jaichandpura, Tehsil and Distt. Jaipur	95 (111), 99/4, 99/6, 99/9 (101 & 108), 99/3	65121.75
	Total Area - 100000.00 Sq. Meters	

Or

Name of Scheme and City	Plot No.	Area (in Meters)
Yaduraj Enclave City - Jaipur		

1. The piece and parcel of the plot of land in site is bounded on the:

In North

In South

In East

In West

2. Location Map - Attached**SCHEDULE-2**

(Lay-out Plan of the Project) - Attached

SCHEDULE-3


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

SCHEDULE-4

(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 Company at time of booking of Units in the Project-

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

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