



Declaration Regarding Agreement for Sale

I, **RAM CHANDAR YADAV**, S/o Shri Har Sahay Yadav aged about 45 years R/o Yadav Farm, Ramchandrapura, Ajmer Road, Jaipur, Rajasthan-302021 promoter of the proposed project/ duly authorized by the Promoter of the proposed project do hereby solemnly declare, undertake and state as under:-

1. That the Agreement for Sale/Builder buyer agreement of our Project "**YADURAJ PRIME**" is in accordance with the Form-G of Rajasthan Real Estate (Regulation & Development) Rules, 2017.
2. That None of the terms and conditions of the Agreement to sale presented by us violate the laws and rules of The Real Estate (Regulation & Development) Act 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.
3. That in case if any condition in agreement to sell in contravention with Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate (Regulation and Development) Rules, 2017 in that case provision of Act & Rules shall prevail.

4. That if any contradiction arises in the future **RAMCHANDAR YADAV** the Deponent will be responsible for it.



ATTESTED

NOTARY PUBLIC
GOVT. OF INDIA
JAIPUR (INDIA)

2202 NDC
12 JUN 2022

RAMCHANDAR YADAV

ARYAN LANDMARK DEVELOPERS LLP

[Signature]
Designated Partner
(PROMOTER)

11 JUL 2022

क्र. सं. 4320 दनांक
मुद्राक का मूल्य 1002
क्रेता का नाम श्री/श्रीमती Anil Kumar Samal एन-एन-एम
पिता/पति का नाम
निवास स्थान 2-A/2nd Floor, Anand Nagar
डास्टे

धर्मपाल सिंह चौधरी
जी स्टाम्प विक्रेता, लॉ नं. 44/एन
बि. वि. इ. अरिसर, जयपुर

संलग्नस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार
1. आधारभूत अवसंरचना सुविधाओं हेतु (धारा 3-क)-10% रुपये 100
2. गाय और उसकी त्वरित के संरक्षण और संवर्धन हेतु (धारा 3-ख)-40% रुपये 20
कुल योग 300
इस्ताना स्टाम्प वेन्डर

PROVISIONAL ALLOTMENT LETTER

To,

Date: _____

Photo

Dear Sir/Madam

Greeting of the Day!

We are pleased to intimate you that the Plot No _____ (hereinafter referred as Unit) measuring _____ sq.mtr. equivalent to _____ sq.yards against your Registration/ Application date _____ (Application Form) in Niji Khatedari Residential scheme "**Yaduraj Prime**" situated at Village Bhankrotakalan, Tehsil Sanganer and District Jaipur .

The Allotment of the said plot is subject to the terms and conditions of the Application Form. Allotment Letter and the terms and conditions of the Agreement for Sale proposed to be signed with you including the timely payment of the Total payable amount as per the payment schedule/demand letter to be issued by the company.

Please quote Plot No. as mentioned above in all your future correspondence with us. This allotment is subject to the terms and conditions mentioned overleaf . You are kindly requested to accept the allotment by signing the allotment letter.

We will be pleased to serve you.

For more information please feel free to contact **Mr. Ashish Pradhan 9680228010**

Thanks & Regard

For Aryan Landmark Developers LLP

ARYAN LANDMARK DEVELOPERS LLP

(Authorised Signatory)


Designated Partner

Terms and Conditions

1. The Allottee(s) has/have full knowledge of all the laws/notifications and rules applicable to the Project and further acknowledges that He /She has seen all documents/papers in relation to the Project, including Title documents, Licence, sanctions, approvals etc. obtained from the competent authorities and after being fully satisfied about the Project.
2. The Basic sale consideration of Plot and additional payments in respect of the Unit is Rs -
_____/-(Rupees _____)
3. The payment should be strictly in accordance with Payment Plan/Demand Letter through Cheque/Demand Draft in favour of Aryan Landmark Dev LLP- Yaduraj Prime MCA A/c 50200069210322 HDFC Bank, Ajmer Road Jaipur.
4. The Allottee(s) should note that an amount equivalent to 20% of Basic Sales Consideration shall be treated as the "Earnest Money" and the balance amount shall be paid by the Allottee(s) in accordance with the Payment Plan.
5. The Allottee(s) agrees to execute the seller's standard Agreement for Sale/ Sale Deed or any other agreement or document as and when called upon to do so by the Promoter.
6. All Allottee(s) shall not transfer/assign his allotment of the plot without prior written permission of the Seller.
7. In case the Allottee(s) wants to avail a loan facility from any Bank/Financial Institution etc to facilitate the purchase of the Unit applied for; the Seller shall facilitate the process. But in the event of loan not being sanctioned or the disbursement getting delayed, the Payment to the Promoter shall be ensured by the Allottee(s) failing which the Allottee(s) shall be liable to Pay delay charges as penalty as may be imposed by the Promoter.
8. The detailed terms and conditions shall be specified in the Agreement to Sell to be executed between the Allottee(s) and the Promoter and the same shall be binding on the Allottee(s)
9. In case of cancellation of allotment by the Allottee(s) or cancellation by the Promoter in accordance with the Terms and conditions of the Application Form, Allotment Letter, the Allottee(s) shall not have any right or interest in respect of such plot and the Promoter shall be entitled to allot such Plot to any other Allottee.
10. The Allottee(s) hereby undertakes that he shall abide by all laws, rules, regulations, notifications, Act etc as may be applicable on the Project.

Acceptance of Allotment

I/We hereby accept the Allotment of Plot bearing No _____ admeasuring _____ Sq.yard in project named as "**Yaduraj Prime**" situated at Village Bhankrota Kalan, Tehsil Sanganer, Jaipur subject to the terms and conditions of the Application Form No ____ dated _____ and this Allotment Letter.

ARYAN LANDMARK DEVELOPERS LLP



Designated Partner

(Customer Name and Signature)

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 Twenty 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, **Ram Chandar Yadav (Aadhar No. XXXX XXXX6161)** authorized vide board resolution dated 22.06.2022 hereinafter referred to as the **“Promoter”** (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**.

ARYAN LANDMARK DEVELOPERS LLP

Designated Partner

AND

Mr. _____ (Aadhar No. XXXX XXXX) S/oShri
aged about _____ years Address:-

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

The Promoter No1 termed as "Promoter" under this agreement.

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

INTERPRETATIONS/DEFINITIONS:

- (1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto-
- (a) "Act" means the Real Estate (Regulation and development) Act, 2016.
 - (b) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
 - (c) "Para" means a Para of this Agreement;
 - (d) "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;
 - (e) "Regulation" means the Regulation made under the Act;
 - (f) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
 - (g) "Schedule" means the Schedule attached to this Agreement; and
 - (h) "Section" means the section of the Act.
- (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 PROMOTERS DECLARES THAT:

- A. The Promoter is in lawful possession of the land Khasra No. 3225/111, 112,113,114,115,131,132,133,134,135 at Village Bhankrota Kalan, Tehsil Sanganer, District Jaipur with a total area admeasuring of **19647.00 Square Meters** (here after referred to as 'Land' and more fully described in the Scheduel-I).
- B. The Promoter has a legal title to the Land with legally valid documents. The Land was purchased by such Owner and also consent of such owner of the Land has been taken and as such a development agreement has been entered into between Promoter and the aforesaid Owner of the Land for developing the Project and such Power of Attorney has been registered.

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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.	Kalyan	06-10-2021	JAIPUR-II	1	1369	192	202103016109387	1	5464	305-315
2.	Gyarsi Lal Chanda Lal Cheeter Mal Babulal Narayan Smt. Laxma Suwa Lal Hanuman	12-11-2021	JAIPUR-II	1	1377	135	202103016110930	1	5495	586-600
3.	Gyarsi Lal, Cheeter Mal, Durgalal, Ram Narayan, Smt.Laxma Devi	12-11-2021	JAIPUR-II	1	1377	133	202103016110928	1	5495	556-570
4.	Vivek Agarwl POA Holder Aryan Landmark Developers LLP	04-12-2021	JAIPUR-VII	4	40	39	202103021400693	4	79	316-327
5..	Mangla Ram POA Holder Aryan Landmark Developers LLP	30-12-2021	JAIPUR-VII	4	40	121	20213021400775	4	80	117-130
6.	Smt. Kailashi Devi, SmtMunni Devi POA Holder Aryan Landmark Developers LLP	28-12-2021	JAIPUR-VII	4	40	115	202103021400769	4	80	56-69
7.	Lokesh Vishnoi POA Holder Aryan Landmark Developers LLP	04-12-2021	JAIPUR-VII	4	40	38	202103021400692	4	79	305-315

- 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 Prime**" 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;
- D. The Promotersare fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoters 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 LU2012/JDA/2021-22/101516/D-410 Dated 08-02-2022.
- F. The Land is free from all encumbrances.
- G. The Promoters has conceived, planned and is in the process of developing a real estate project known as "**YadurajPrime**", (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 **19647.00 Square Meters** situated at **Village Bhankrota Kalan, Tehsil Sanganer, 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 Promoters and Project are also available in the website – <http://rera.rajasthan.gov.in> of the Authority.

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- I. The layout plan/site plan of the Project "**Yaduraj Prime**" has been sanctioned on dated 12.072022 by the Jaipur Development Authority (Known as JDA) and copy of which is enclosed as Schedule-2. The Promoters 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:
- a. Road Network
 - b. Electrification
 - c. Park Development
 - d. Block Boundary
 - e. Water Tank (underground and overhead)
 - f. Sewerage Facility
 - g. Water Harvesting System
 - h. Water Pipe Line
- K. The details of salient features of the Proposed Project as per Township Policy 2010,the proposed facilities to e provided thereof as provided under clause (e) of sub-section (2) of Section 4, are- Road, Street Lights Poles, Demarcation of Plots, Park Development and all other work as per Township Policy 2010
- L. The details of Other external development works to be taken for the Project: Not Applicable.
- M. The details of specifications of material used in construction are : Not Applicable
- N. The stage wise time-schedule of completion of the Project/Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is as under:-

S.NO	Date by which the works are proposed to be completed	Details of works to be completed
01	31/07/2024	Water Line, Electricity Line, Roads and Park Development with Plantation and all other works as per township policy 2010

- O. Temporary Fire NOC for the Project : - Not Applicable
- P. The NOC related to Airport Authority of India:- Not Applicable
- Q. Environmental Clearance from the department concerned:- Not Applicable
- R. The Promoters has opened a separate account in Branch DCM Ajmer Road,JAIPUR of HDFC 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 Dev LLP-YADURAJ PRIME
Account Number	50200069214498
IFSC	HDFC0008810

Details of Master100% Collection Bank Account

Account Name	Aryan Landmark Dev LLP-YADURAJ PRIME
Account Number	50200069210322
IFSC	HDFC0008810

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- S. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoters 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)** vide Ch No. _____ Dated _____ drawn on _____ Bank 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.
- T. 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 defined under clause (n) of section 2 of the Act, hereinafter referred to as the "Plot", more particularly described in Schedule-4;
- U. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- V. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement to the terms and conditions appearing hereinafter;
- W. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee hereby agrees to purchase the plot as specified in Para S and T.

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

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoters 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. _____ Type : Residential/Commercial Location : Village Bhankrota Kalan, Tehsil Sanganer, District Jaipur	Rate of Plot per Square Meter – Rs. _____/-
Total Area : _____ Square Meter	
Total Price (in Rupees)	Rs. _____/-

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Explanation:

- (i) The Total Price above includes the booking amounts of Rs. _____ (Rupees _____ Only) paid by the allottee to the Promoters towards the Plot as mentioned in Para 'S'.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoters 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 Promoters, 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 Promoters 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 Promoters 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 Promoters within the time and in the manner specified therein. In addition, the Promoters within the time and in 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;

1.4 As mentioned in para 'S' above, the Promoters 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 the Section 13) out of the total price of is **Rs. _____ (in words 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/NEFT/RTGS
Details of Remaining Amount to be Received on or before-----	Rs. _____ to be received either from bank finance or from Allottee or By Both.

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

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

- 1.6 Subject to Terms No. 9.3 the Promoters agreed and acknowledges, the Allottee shall have the right to the Plot as mentioned below:

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

- 1.7 It is made clear by the Promoters 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.

- 1.8 The Promoters agrees to pay all outgoings/dues before transferring the physical possession of the plot to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project.) If the Promoters fails to pay all or any of the outgoings/dues collected by it from the Allottee(s), the Promoters agrees to be liable, even after the transfer of the property, to pay such outgoings/dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.9 The Allottee has paid a sum of **Rs. _____ (Rupees _____ only)** as booking amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Promoters hereby acknowledge and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the payment plan at Term No. 1.4 above as may be demanded by the Promoters within the time and manner specified therein.

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoters abiding by the construction milestones, the Allottees shall make all payments, on written demand by the Promoters, 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 – YadurajPrime**" Promoters 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

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provide the Promoters with such permission, approval which would enable the Promoters 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 Promoters accepts no responsibility in regard to matters specified in Terms 3.1 above. The Allottee shall keep the Promoters fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the application laws. The Promoters 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 Promoters shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENT:

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

5. TIME ESSENCE:

The Promoters shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

6. DEVELOPMENT OF THE SAID PROJECT:

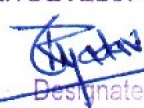
The Allottee(s) has seen, understood and accepted the approved plans, payment plan annexed along with this agreement. The Promoters shall develop the said Project in accordance with the approved plans subject to the terms in this agreement, the Promoters undertakes to strictly abide by such plans approved 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 Promoters 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 Promoter agrees and understands that timely delivery of possession of the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/ Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31/07/2024 , unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the

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Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/ Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** – The Promoters, 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 Promoters within three months from the date of issue of occupancy certificate. The Promoters 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 Promoters. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoters/Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoters 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 Promoters 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 Promoters 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 Promoters, the Promoters 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 Promoters to the Allottee(s) within forty-five days of such cancellation.

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- 7.6 **Compensation** – The Promoters 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 Promoters 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 Promoters shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/Plot, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due.


Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment/ Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) The Promoters 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 Promoters 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 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 Promoters 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 Promoters 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 Promoters 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 Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement.

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- (ix) At the time of execution of the conveyance deed the Promoters 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 Promoters 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 Promoters 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 Promoters shall be considered under a condition of default, in the following events, namely:

- (i) The Promoters 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, and for which completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made there under.


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

- (i) Stop making further payments to the Promoters as demanded by the Promoters. If the Allottee(s) stops making payments the Promoters 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 Promoters 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 and Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoters, interest for the period of delay till the handing over of the possession of the Apartment/Plot, which shall be paid by the Promoters to the Allottee within forty-five days of becoming due.

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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 Promoters 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 Promoters 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 Promoters may cancel the allotment of the 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 Promoters shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID PLOT:

The Promoters, on receipt of Total price of the Plot as per Term No. 1.2 under the Agreement from the Allottee shall execute a Possession letter of Promoters and the Promoters 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 Promoters.

11. MAINTENANCE OF THE SAID PROJECT:

The Promoters shall be responsible for providing and maintaining the essential service 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. The cost of such maintenance has been included in the Total Price of the Plot.


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.

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- (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 Promoters 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. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoters executes this Agreement he shall not mortgage or create a charge on the said Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/Plot/Building.

17. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters 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 Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) then the Promoters 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.

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.

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21. WAIVER NOT A LIMITATION TO ENFORCE:

- 21.1 The Promoters may, at least solve option and discretion, without prejudice to its rights as laid out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoters in the case of one allottee shall not be construed to be a precedent and/or binding on the Promoters 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 the 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:

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

26. NOTICES:

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

Promoter Name : M/s Aryan Landmark Developers LLP	Allottee(s) Name:
Address : 2-C, Swaroop Colony, DCM, Ajmer Road, Jaipur, Rajasthan – 302021	Address:

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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 Promoters 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 Promoters 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 property 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 Promoters 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 addiction and without any pressure and seduction, on a stamp paper of **Rupees 700/- (including Surcharge)** and **16 green papers**, after reading it well and understand.

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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) (Second-Allottee)	Signature (Name) (Third-Allottee)

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

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

NAME: SHRI RAM CHANDRA YADAV
SIGNATURE:
DESIGNATION: DESIGNATED PARTNER

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

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SCHEDULE-1

1. (Details of land holdings of the Promoters and location of the Project)

Name of Revenue Village and Tehsil	Khasra No.	Area (in Meters)
Village Bhankrota Kalan, Tehsil Sanganer, Jaipur	3225/111,112,113,114,115,131,132,133,134,135	19647.00
	Total Area –	19647.00 Sq. Meters

.....Or

Name of Scheme and City	Plot No.	Area (in Meters)
Yaduraj Prime 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 Promoters at time of booking of Units in the Project–

SCHEDULE-5

(Specifications, facilities, amenities, which are part of the Apartment/ Plot) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

SCHEDULE-6

(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

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

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