

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

AT 264967

24 JUN 2021

नॉन जूडिशियल

Declaration Regarding Agreement for sale

We, (i) **ASHUTOSH BANSAL** Son of Praveen Bansal aged about 42 years R/o C-110, Garud Marg, Hanuman Nagar, Vaishali Nagar, Jaipur, Rajasthan- 302021 Authorised Signatory of M/S Krishnaa Balram Residency Private Limited, (ii) **VIPUL GILARA** Son of Shri Girraj Prasad Gilara aged about 38 years R/o B-199, Rajendra Marg, Bapu Nagar, Lal Kothi, Gandhi Nagar, Jaipur Rajasthan- 302015 Authorised Partner of M/S Rambhajo Estates LLP (iii) **SANJAY SINGH MEEL** Son of Shri Rajaram Meel aged about 42 years R/o 183, Anjani Marg, Hanuman Nagar Extension, Sirsi Road, Khatipura, Jaipur, Rajasthan- 302021 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 "RAMAA RESIDENCY" is in accordance to 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.

For KRISHNAA BALRAM RESIDENCY PVT. LTD

For RAMBHAJO ESTATES LLP

DIRECTOR

Partner

क्रमांक 1582

दिनांक 20.07.2021

मुद्रांक का मूल्य

50/-

क्रेता का नाम

कृष्णा बलराम रेजीडेन्सी प्रा. लि. एवं

रामभजो एस्टेट एल.एल.पी. एवं

संजय सिंह मील

पता

जयपुर

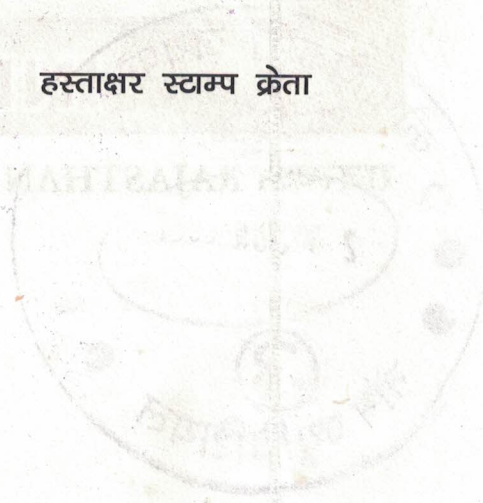
सम्बन्धित कार्य का मूल्यांकन

शपथपत्र हेतु

सुभाष चन्द्र कुमावत
ला. स्टाम्प विक्रेता.
ला. नं. 155/2015
17, देवधारा कॉलोनी
परलीपुरा, जयपुर

हस्ताक्षर स्टाम्प क्रेता

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार	
1. आधारभूत अवसंरचना सुविधाओं हेतु (धारा 3-क) - 10% रूपये	5/-
2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3-ख) - 20% रूपये	10/-
कुल योग	15/-
हस्ताक्षर स्टाम्प वेण्डर	




GOVT. OF INDIA
MINISTRY OF REVENUE
JAYPUR

DIRECTOR
For RAMSHAD ESTATE LTD.

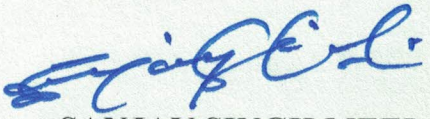
3. That in case if any condition in agreement to sell in contravention with Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate (Regulation and Development) Rule, 2017 in that case provision of Act & Rules Shall prevail.
4. That if any contradiction arises in the future **M/S KRISHNAA BALRAM RESIDENCY PRIVATE LIMITED, M/S RAMBHAJO ESTATES LLP** and **SANJAY SINGH MEEL** Deponents will be Responsible for it.

For KRISHNAA BALRAM RESIDENCY PVT. LTD.

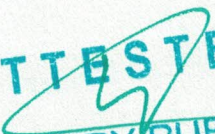

ASHUTOSH BANSAL
(Deponent)

For RAMBHAJO ESTATES LLP


VIPUL GILARA
(Deponent)


SANJAY SINGH MEEL
(Deponent)



ATTESTED

NOTARY PUBLIC
(GOVT. OF INDIA)
JAIPUR (INDIA)
21 JUL 2021

Agreement for Sale

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



across the
photograph

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this.....day of Two thousand andat

By and Between

1. **M/s KRISHNAA BALRAM RESIDENCY PRIVATE LIMITED**, a company incorporated under the provisions of the Company Act, 1956, having its principle place of business at and having its registered at 165, First Floor, Rathore Nagar, Amrapali Marg, Vaishali Nagar, Jaipur - 302021 and its PAN is **AADCK2667F** represented by its authorized signatory **ASHUTOSH BANSAL**,
2. **M/s RAMBHAJO ESTATES LLP**, a Limited Liability Partnership Firm, duly registered and existing under the provisions of the Limited Liability Partnership Act, 2008, having its principle place of business at P.No. 4, F.No. 201, Jamna Lal Bajaj Marg, C-Scheme, Jaipur-302005 and its PAN is **AAXFR2477D** represented by its authorized partner **VIPUL GILARA**,
3. **SANJAY SINGH MEEL** Son of Rajaram Meel aged about 43 years R/o 183, Anjani Marg, Hanuman Nagar Extension, Sirsi Road, Khatipura, Jaipur, Rajasthan- 302021 (Hereinafter, as the case may be, referred to as the "Promoter/Landowner", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal successor(s), administrators, executors successors & permitted assignees).

AND

[if the allottee is an individual]

Mr./Mrs./Ms..... son/daughter/wife of Mr.aged aboutyears, R/o.....(Aadhar No.....) (PAN) (hereinafter singly/ jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors

For KRISHNAA BALRAM RESIDENCY PVT. LTD.

DIRECTOR

For RAMBHAJO ESTATES LLP

Partner

successors & permitted assignees) of the OTHER PART.

OR

[if the allottee is a partnership firm]

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

OR

[if the allottee is a company]

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

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

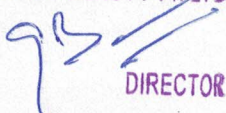
INTERPRETATIONS/ DEFINITIONS:

(1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –

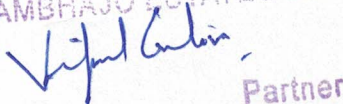
- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
- (c) "Para" means a Para of this Agreement;
- (d) "Maintenance Society" shall mean the society, association or body, by whatever name called, 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.

For KRISHNAA BALRAM RESIDENCY PVT. LTD.


DIRECTOR

For RAMBHAJO ESTATES LLP


Partner



WHEREAS THE PROMOTER DECLARES THAT,-

- A. The Promoter is in lawful possession of the Khasra No. **1316 & 1317**, Village-**SIRSI**, Tehsil & District- **JAIPUR**, State – **RAJASTHAN** with a total area admeasuring of **7525.06 square meters** (Hereinafter referred to as 'Land' and more fully described in the Schedule-I).
- B. Initially Jaipur Development Authority, Jaipur converted the above said agriculture land to residential purpose under Rajasthan Land revenue Act 1956 (90 - A) via letter no. LU2012/JDA/2020-21/101038 dated 18/03/21 in favor of Sh. Nathulal & Sh. Kishan Lal.

Thereafter Sh. Nathulal sold the part of the above said land admeasuring 5312.06 sq. mtr. to (i) M/S Krishnaa Balram Residency Private Limited through its Authorised Director Mr. Ashutosh Bansal Son of Shri Praveen Bansal, (ii) M/s Rambhajo Estates LLP through its Authorized Partner Mr. Vipul Gilara Son of Shri Girraj Prasad Gilara (iii) Sanjay Singh Meel Son of Shri Rajaram Meel vide Sale Deed Dated 18/06/2021 registered on 25/06/2021 in the office of Sub Registrar Jaipur VII, in its Book No. 1, Volume No. 658, Page No. 50 bearing serial No. 202103021106163 and Additional Copy of the same is pasted in Book No. 1, Volume No. 2631, Page No. 32 to 46.

Thereafter Sh. Kishan Lal sold the part of the above said land admeasuring 2213 sq. mtr. to (i) M/S Krishnaa Balram Residency Private Limited through its Authorised Director Mr. Ashutosh Bansal Son of Shri Praveen Bansal, (ii) M/s Rambhajo Estates LLP through its Authorized Partner Mr. Vipul Gilara Son of Shri Girraj Prasad Gilara (iii) Sanjay Singh Meel Son of Shri Rajaram Meel vide Sale Deed Dated 25/06/2021 registered on 29/06/2021 in the office of Sub Registrar Jaipur VII, in its Book No. 1, Volume No. 659, Page No. 40 bearing serial No. 202103021106353 and Additional Copy of the same is pasted in Book No. 1, Volume No. 2634, Page No. 725 to 742.

- C. The said land is earmarked for the purpose of Plotted Development project and the said project shall be known as **“RAMAA RESIDENCY”** ("Project").
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- E. The said land is earmarked for the purpose of Plotted Development and the said project shall be known as **“RAMAA RESIDENCY”**
- F. The Land is free from all encumbrances.
- G. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as **“RAMAA RESIDENCY”** (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of plots and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring **7525.06** square meters situated at Khasra No. **1316 & 1317**, Village-**SIRSI**, Tehsil & District- **JAIPUR**, State – **RAJASTHAN** and latitude & longitude of the end points of the Project location details are fully

For KRISHNAA BALRAM RESIDENCY PVT. LTD.

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DIRECTOR

For RAMBHAJO ESTATES LLP

Vipul Gilara

Partner

Sanjay Singh Meel


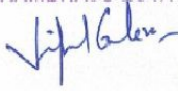

described in the Schedule-I.

- H. The Project has been registered with the Real Estate Regulatory Authority on (Date) and the Project Registration Certificate No. is.....This registration is valid for a period of..... years commencing from.....and ending with..... unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.....) of the Authority.
- I. The layout of the Project (whole Project) has been sanctioned by the Jaipur Development Authority, Jaipur vide letter no. एफ()जविप्रा/उपा/जोन-12/2021/डी-2156 dated **15/07/2021** and copy of which is enclosed as Schedule-2.
- J. The Promoter has opened a separate account in **INDUSIND BANK VAISHALI NAGAR, JAIPUR BRANCH** for the purpose as provided in sub-clause (D) of clause (l) of sub-section (2) of section 4.
- K. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the project, has applied for allotment and to purchase a Plot No. ____ admeasuring ____ Sq. Mtrs. (hereinafter referred to as the 'Unit') in the Project. The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment/plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- L. 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.
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase Plot No. ____.

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

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive Plot ____.
- 1.2 The Total Price for the Plot is Rs..... (in words Rupees..... only) ("**Total Price**").

For KRISHNA DAL RAM RESIDENCY PVT.LTD. For RAMBHAJO ESTATES LLP
 DIRECTOR  Partner 

Explanation:

- (i) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Plot to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter 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;

- (ii) The Promoter 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 Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iii) The Total Price of Plot includes not only the price of land but also the common areas, internal development charges, external development charges, taxes, water line, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Plot and the Project.

- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

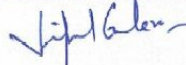
Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

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

For KRISHNAA BALRAM RESIDENCY PVT. LTD.


DIRECTOR

For RAMBHAJO ESTATES LLP



Partner



Stage of development works & Completion of the Unit (with details of work	Percentage of the Total price as calculated under Term & Condition No. 1.2	Installment Amount in Rs.	Period within which the installment amount is to be paid by the allottee

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

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

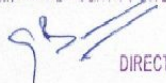
1.6 Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Plot;
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Plot includes not only recovery of price of land but also, the common areas, internal development charges, external development charges, water line etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Plot and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot.

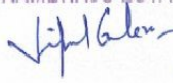
1.9 It is made clear by the Promoter and the Allottee agrees that the Plot shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

1.10 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Plot to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal

For KRISHNA DALRAM RESIDENCY PVT.LTD.


DIRECTOR

For RAMBHAJO ESTATES LLP


Partner



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.

- 1.11 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 Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot within 30 days from the execution of this agreement.

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

2. **MODE OF PAYMENT:** Subject to the terms of the agreement, the Allottee shall make all payments through account payee cheque / demand draft / banker's cheque or online payment (as applicable) in favor of M/S Krishnaa Balram Residency Private Limited payable at Jaipur.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part 2 comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:** The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under

For KRISHNAA BALRAM RESIDENCY PVT. LTD.

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DIRECTOR

For RAMBHAJO ESTATES LLP

Vijal Guler
Partner

any head of dues against lawful outstanding of the Allottee against the Plot, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE :** The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.
6. **DEVELOPMENT OF THE PROJECT:** The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Plot and accepted the payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.
7. **POSSESSION OF THE PLOT:**
- 7.1 **Schedule for possession of the said Plot** – The Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before **20/07/2023** unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 **Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Plot, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of

For KPRISHNIA DAL DAM RESIDENCY PVT. LTD.

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DIRECTOR

For RAMBHAJO ESTATES LLP

Partner

local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the 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 Plot-** Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the 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 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 Plot to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:
Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.
- 7.5 **Cancellation by Allottee-** the Allottee (s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.
- 7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Plot (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy

For KRISHNAA BALRAM RESIDENCY PVT. LTD.

For RAMBHAJO ESTATES LLP

DIRECTOR

Partner

available, to return the total amount received by him in respect of the Plot, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

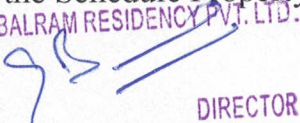
Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

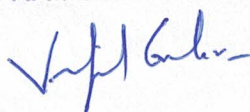
The Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Promoter has 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 Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the 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 Promoter 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 Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the 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;

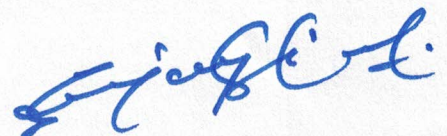
For KRISHNAA BALRAM RESIDENCY PVT. LTD.


DIRECTOR

For RAMBHAJO ESTATES LLP



Partner



- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter 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 Promoter shall be considered under a condition of default, in the following events, namely:-

- (i) The Promoter fails to provide possession of the Plot to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the 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 Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Plot, along with interest within forty-five days of receiving the termination notice: Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee(s) fails to make payments for ----- consecutive demands made by the Promoter, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.

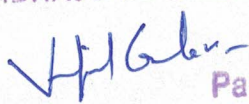
- (ii) In case of default by Allottee under the conditions listed above continues for a

For KRISHNAA BALRAM RESIDENCY PVT. LTD.

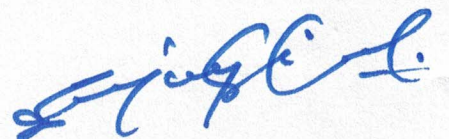


DIRECTOR

For RAMBHAJO ESTATES LLP



Partner



period beyond ----- consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated : Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

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

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

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

11. **MAINTENANCE OF THE SAID PROJECT:** The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the 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 in 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. **GENRAL COMPLIANCE WITH RESPECT TO THE PLOT :**

- a) Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Plot, which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Plot, and keep the said Plot, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition.

- b) The Allottee further undertakes, assures and guarantees that he/ she would not

For KRISHNAA BALRAM RESIDENCY PVT. LD.

For RAMHAJO ESTATES LLP

DIRECTOR

Partner

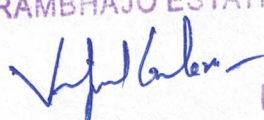
- put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building constructed thereupon by the allottee or anywhere on the exterior of the Project, building therein or common areas. Further the Allottee shall store any hazardous or combustible goods in the Plot.
- c) The Allottee further undertakes to take prior permission from the developer in respect of exterior elevation, driveway, entrance, etc. before commencement of construction on plot.
16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:** The Parties are entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
17. **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.
18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Plot.
19. **BINDING EFFECT :** Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s). If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s), then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.
20. **ENTIRE AGREEMENT:** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot, as the case may be.
21. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

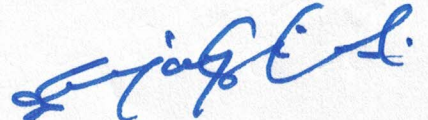
22. **PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE / SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the

For KRISHNAA BALRAM RESIDENCY PVT. LTD.


DIRECTOR

For RAMBHAJO ESTATES LLP


Partner



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

23. WAIVER NOT A LIMITATION TO ENFORCE:

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

23.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24. SEVERABILITY: If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to the conform to the Act or the Rules and Regulations made there under or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottee in the Project, the same shall be the proportion with the area of the Plot bears to the total area of all the Plots in the Project.

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

27. PLACE OF EXECUTION : The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee.

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

For KRISHNAA BALRAM RESIDENCY PVT. LTD.

DIRECTOR

For RAMHAJO ESTATES LLP

Partner

(i) M/S Krishnaa Balram Residency Private Limited through its Authorized Director Mr. Ashutosh Bansal (ii)M/s Rambhajo Estates LLP through its Authorized Partner Mr. Vipul Gilara (iii) Mr. Sanjay Singh Meel	Allottee(s) name
Address:	Address..... ..

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

29. **JOINT ALLOTTEE:** That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).
30. **SAVINGS:** Any application, letter, allotment letter or any other document signed by the allottee, in respect of the plot, prior to the execution and registration of the agreement for sale for such plot, as the case may be, shall not be construed to limit the rights and interests of the allottee or the promoter under the agreement for sale, under the Act, the rules or the regulations made there under.
31. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made there under including other applicable laws of India for the time being in force.
32. **DISPUTE RESOLUTION:** All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

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

Signed and delivered by the within named Allottee(s) in the presence of witnesses on.....

Passport size photograph with signature across the photograph (First- Allottee)	Passport size photograph with signature across the photograph (Second- Allottee)	Passport size photograph with signature across the photograph (Third- Allottee)
--	---	--

For KRISHNAA BALRAM RESIDENCY PVT LTD.

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DIRECTOR

For RAMBHAJO ESTATES LLP

Partner

Partner

Signature

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

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

PROMOTER
For and on behalf of
Name (i) M/S Krishnaa Balram Residency Private Limited through its Authorized Director Mr. Ashutosh Bansal (ii)M/s Rambhajo Estates LLP through its Authorized Partner Mr. Vipul Gilara (iii) Mr. Sanjay Singh Meel
Signature
Designation-

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

SCHEDULE-1

(Details of land holdings of the Promoter and location of the Project)

Name of Revenue Village & Tehsil	Khasra No.	Area in square meters
Village-Sirsi, Tehsil & District-Jaipur, State – Rajasthan.	Khasra No. 1316 & 1317	7525.06 square meters
	Total Area	7525.06 square meters

2- The piece and parcel of the plot of land in site is bounded on the:-

In North Road

In South

In East -.....

In West-.....

3- Other details of the location of the Project

Location Map

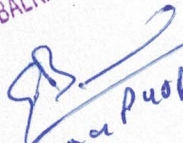
For KRISHNAA BALRAM RESIDENCY PVT. LTD. For RAMBHAJO ESTATES LLP
95
DIRECTOR Partner
SCHEDULE-2

[Signature]

[Description of the Plot]

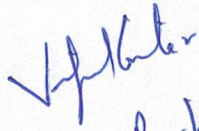
SCHEDULE-3
Part-I
Total Price of the Unit

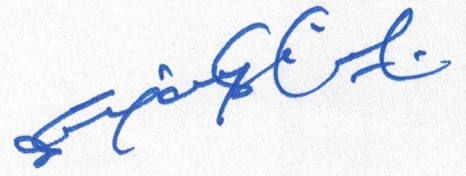
For KRISHNAA BALRAM RESIDENCY PVT. LTD.


for purpose

DIRECTOR

SCHEDULE-3
Part-II
(Payment Details)
For RAMBHAJO ESTATES LLP


for purpose Partner



DRAFT FOR RERA