

क्र.स. 25187 दिनांक 21 FEB 2025

मुद्रांक का मूल्यांकन 100/-

क्रेता का नाम AMBENCE COLONISERS Pvt Ltd

पिता/पति का नाम

निवास स्थान JAIPUR

मुद्रांक खरीदने संबंधित कार्य का मूल्यांकन Affidavit

21 FEB 2025

रवि चेलानी

ला. स्टाम्प विक्रेता

लाईसेंस नं. 29/09

2, न्यू कोलोनी, पाँच बत्ती, जयपुर

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत
स्टाम्प राशि पर प्रभारित अधिभार

1. आधारभूत आवश्यकता सुविधाओं हेतु (धारा 3-क)-10% प्रतिशत	रुपये 10/-
2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3-ख)/प्राकृतिक आपदाओं एवं मानव निर्मित आपदाओं के निवारण हेतु - 20% प्रतिशत	रुपये 20/-
कुल योग	रुपये 30/-

हस्ताक्षर स्टाम्प वैण्डर

Draft Agreement for Sale

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this / / - at Jaipur.

By and Between

M/s Ambeince Colonizers Pvt. Ltd. (CIN No. U68100RJ2023PTC091646), a company incorporated under the provisions of the Companies Act 1956/ 2013 and having its registered office at 601, Geeta Enclave, G-8, Vinobha Marg, C-Scheme, Jaipur – 302001 and its corporate office at 601, Geeta Enclave, G-8, Vinobha Marg, C-Scheme, Jaipur – 302001 and its PAN is AAZCA8505G represented by its authorized signatory.....(Aadhar No.) authorized vide board resolution dated (hereinafter together referred to as the "**Promoter**" 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 **ONE PART**.

AND

[if the allottee is an individual]

Mr./Mrs./Ms..... son/daughter/wife of Mr.
..... aged about years,
R/o..... (Aadhar No.) (PAN)
(hereinafter singly/ jointly, as the case may be, referred to as the "**Allotte**" 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**.

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**", 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 at and 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**", which expression shall, unless

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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**.

OR

[if the allottee is HUF]

Mr./Ms.(Aadhar No.....)son/daughter/wife of..... aged about..... years for self and as the Karta of the HUF, having its place of business/ residence at..... (PAN-.....) (hereinafter referred to as, "**Allottee**", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the **OTHER PART**.

(Details of other allottees to be inserted, in case of more than one allottee)

The Promoters 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 DECLARE THAT:

- A. The Promoters together are in lawful possession of the land situated at KHASRA NO.- 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2322/2091, 2324/2092, 2326/2101, 2328/2102 VILLAGE- SHIVDASPURA THE. CHAKSU, JAIPUR with a total area admeasuring of 4.83 hectares of land equal to 48,300.00 square meters (hereinafter referred to as "**Land**" and more fully described in the **Schedule - 1**).

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- B. The promoters have legal title to the scheduled land with legally valid documents and are lawful owners and possession holders of the scheduled land. The scheduled land was purchased by the promoters as under:

By M/s Ambience Colonizers from:

- a. Shri Shoenarian, Shri Madanlal, Shri Satyanarain, Shri Mohanlal, & Shri Lallu Lal vide registered sale deed registered on 06.12.2006 in the office of Sub-Registrar, Chaksu vide serial number 2006002460 Book No.01 Volume No. 127 at Page No 136 and additional Book No.1 Volume No. 307 at Page No. 213 To 222.
 - b. Shri Shoenarian, Shri Madanlal, Shri Satyanarain, Shri Mohanlal, & Shri Lallu Lal vide registered sale deed registered on 27.01.2007 in the office of Sub-Registrar, Chaksu vide serial number 2007000205 Book No.01 Volume No. 129 at Page No 97 and additional Book No.1 Volume No. 314 at Page No. 349 To 356.
 - c. Shri Shoenarian, Shri Madanlal, Shri Satyanarain, Shri Mohanlal, & Shri Lallu Lal vide registered sale deed registered on 15.03.2007 in the office of Sub-Registrar, Chaksu vide serial number 2007000562 Book No.01 Volume No. 131 at Page No 54 and additional Book No.1 Volume No. 322 at Page No. 27 To 40.
 - d. Shri Shoenarian, Shri Madanlal, Shri Satyanarain, Shri Mohanlal, & Shri Lallu Lal vide registered sale deed registered on 06.03.2007 in the office of Sub-Registrar, Chaksu vide serial number 2007000503 Book No 1 Volume No.130 at Page No 195 and additional Book No 1 Volume No. 320 at Page No. 353 To 364.
- C. The scheduled land is earmarked for the purpose of a residential scheme having plotted development.
- D. The Promoters are 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 scheduled land on which the project is to be developed and shall be completed.
- E. That Jaipur Development Authority (JDA) has granted the commencement certificate to develop the project vide its approval no. जविप्रा/उपा./जोन-14/02921/2025/डी-596 dated 27.03.2025.
- F. The scheduled land is free from all encumbrances.
- G. The Promoters has conceived, planned and is in the process of constructing and developing a real estate project known as "**The Greater Jagatpura 1**", (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 all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 4.83 hectares of land equal to 48,300.00 square meters situated at KHASRA NO.- 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100,

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2322/2091, 2324/2092, 2326/2101, 2328/2102 VILLAGE- SHIVDASPURA JAIPUR, Rajasthan, India and latitude & longitude of the end points of the Project are fully described in the **Schedule – 1**.

- 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 Promoters and Project are also available in the website (www. <https://rera.rajasthan.gov.in>) of the Authority.
- I. The layout plan/ site plan of the Project "**The Greater Jagatpura 1**" has been sanctioned vide map approval no. 1547/B dated 20.03.2025 by the Jaipur Development Authority, a copy of which is enclosed as **Schedule - 2**;
- J. Approval of specifications of the Project and permission of building construction upto..... meters height (.....floor) under the relevant legal provisions has been accorded vide No..... date..... by the (competent authority). The specifications of the Project are as under :-
.....
.....
.....
..... **NOT APPLICABLE.**
- The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- K. The details of site plan of Plot/unit no..... of the project is given in schedule 3.
- L. The details of plan of development works to be executed in the Project as per the township policy 2010, the proposed facilities to be provided thereof as provided under clause (e) of sub-section (2) of section 4, are roads, street light poles, demarcation of plots, park development and all other work as per the Township Policy 2010.
- M. The details of salient features of the proposed Project, including access to the project, design for electric supply including street lights, water supply arrangements, sewage line, any other facilities and amenities and other internal development works proposed to be provided in the Project, are as under:
1. Road Network
2. Electrification
3. Park Development
4. Block Boundary
5. Sewage Facility
6. Water Pipe Line
7. Entry Gate
8. Temple
- N. The details of other external development work to be taken for the Project are as under: **NOT APPLICABLE**
- O. The details of specifications of material used in construction are as under:

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1. Material shall be used of good quality.

- P. 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 as under:

Stage	Date by which the works are proposed to be completed	Details of works to be completed

- Q. Temporary fire NOC for the Project has been accorded by the..... vide No..... dated- **NOT APPLICABLE**
- R. The Airport Authority of India has also granted NOC for height clearance for the Project vide No.....dated. - **NOT APPLICABLE**
- S. Environmental Clearance from the department concerned has been obtained or the Project- **NOT APPLICABLE**
- T. Public Health & Engineering Department has also given NOC for developing the Project- **NOT APPLICABLE**
- U. The Promoters have opened a separate account no. 2226002900000102 in Branch Raja Park, Jaipur of Punjab National Bank for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.
- V. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoters, has applied for allotment and to purchase a Plot (hereinafter referred to as the "**Unit**") in the Project vide his/her/their/its application dated..... The allottee(s) has also deposited a sum of Rs. (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- W. The Allottee has applied for a plot in the Project vide Application No. dated and has been allotted plot no. ... having area of square meters is equal to square yards along with pro rata share in the common areas as permissible under the applicable law and as defined under clause (n) of section 2 of the Act, hereinafter referred to as the "**Plot**", more particularly described in **Schedule - 4**;
- X. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project.
- Y. The Parties, relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions, and stipulations

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contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

- Z. 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 agree to sell, and the Allottee hereby agrees to purchase the [Plot] as specified in para "W".

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 agree to sell to the Allottee(s), and the Allottee(s) hereby agrees to purchase and receive Plot as specified in para "W".
- 1.2. The Total Price for the Plot based on the plot area is Rs. (in words Rupees only) ("**Total Price**") (Give break-up and description):

Plot No.:	Amount of Plot
Scheme Name: The Greater Jagatpura-1	
Location: Tehsil Chaksu, Tonk Road, Jaipur	
Basic Sale Consideration of Plot	
Total price (in Rupees)	-----

Explanation:

- (i) The Total Price above includes the booking amounts of Rs. (Rupees) paid by the allottee to the Promoters towards the Plot as described in – **para W.**
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Cess or any other similar taxes which may be levied (except charges in relation to the registration of JDA Patta / Lease Deed) in connection with the sale of plot of the project payable by the promoter by whatever name called) upto the date of handing over the possession of the plot to the allottee and common areas 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 Promoters shall be increased/ reduced based on such change/ modification; NOT APPLICABLE

Provided further that if there is any increase in the taxes 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;

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- (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 shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment/ Plot includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project. NOT APPLICABLE ON PLOTTED 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 "V" 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 plot 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 Rs..... of the total price strictly in accordance with the payment plan given below:

Amount Received as on	Rs./- vide Cheque No.
Amount to be Received on or before	Rs./-

- 1.5 The Promoters may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ 6 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoters.
- 1.6 It is agreed that the Promoters shall not make any addition and alteration in the sanctioned plans, layout plans and specifications as described herein schedule 5 & 6) in respect of the Plot without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

- 1.7 *(Applicable in case of Apartment)* The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.1.2 above.
- 1.8 Subject to Term 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(s) shall also have undivided proportionate ownership and share in the common areas described in **Schedule – 5 & 6**. 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 Promoters 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 recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, water line and plumbing, maintenance charges as per Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Plot and the Project;
 - (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot.
- 1.9 It is made clear by the Promoters 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 except for the II phase of the project and the purpose of integration of infrastructure for the benefit of the Allottee.
- 1.10 The Promoters 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, 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

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all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Plot to 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.

- 1.11 The Allottee has paid 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 acknowledges 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.

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 Promoters and the Allottee(s).

2 MODE OF PAYMENT:

Subject to the terms of the agreement, the Allottee shall make all payments, on written demand by the Promoters, within the stipulated time as mentioned in the payment plan at Term No.1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of ACPL THE GREATER JAGATPURA 1 COLLECTION ACCOUNT payable at Jaipur. The bank account details are as follows:-

Account no.	2226002900000094
Account Holder's name	ACPL THE GREATER JAGATPURA 1 COLLECTION ACCOUNT
IFSC Code	PUNB0222600
Branch Address	GALI NO.3, RAJA PARK JAIPUR RAJASTHAN JAIPUR 302004

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the 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 applicable, as amended from time to time.

3.2 The Promoters accept no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities, if any, under the applicable 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 Plot apply for herein in any way and the Promoters shall be issuing the payment receipts in favor of the Allottee only.

3.3 The promoter shall not be responsible towards any third party making payment/remittance on behalf of the allottee(s) and such third party shall not have any right in the application of the plot in any way and the promoter shall be issuing the payment receipts in favour of the allottee(s) only and in case of cancellation by any such allottee(s), refund in terms of this agreement shall be made only to the allottee(s).

4 ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorized the Promoters to adjust/ appropriate all payments made by him/ her under any head of dues against law full 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 IS 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 CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications of the Plot and accepted, payment plan along with this Agreement which has been approved by the competent authority, as represented by the Promoters. The Promoters shall develop the Project in accordance with the said layout plans, specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoters undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoters shall constitute a material breach of this Agreement.

7 POSSESSION OF THE PLOT:

7.1 Schedule for possession of the said Plot: The Promoters 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 Promoters assures to handover possession of the Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before 31-12-2026, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature

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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 Promoters 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 Promoters to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee(s) the entire amount received by the Promoters from the Allottee with interest within forty-five days from that date. The Promoters 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 Promoters and the Promoters 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 if applicable from the competent authority if not then from chartered engineer 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 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 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 Promoters as per Term No. 7.2 above, the Allottee(s) shall take possession of the Plot from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoters 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 Promoters to hand over 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 hand over 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

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Allottee(s) shall be returned by the Promoters to the Allottee(s) within forty-five days of such cancellation.

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 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 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 Promoters 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 Promoters to the Allottee within forty-five days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

The Promoters hereby represent and warrants to the Allottee(s) as follow:

- (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 Promoters has lawful rights and requisite approvals from the competent authorities to carry out the 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

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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 confirm 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;
- (ix) At the time of receiving the completion certificate of the project or execution of the conveyance deed or issuance of patta/lease deed from JDA, whichever is later, 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 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 maybe;
- (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 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. 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 thereunder.

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 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

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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 Promoters, interest for the period of delay till the handing over of the possession of Plot, which shall be paid by the Promoters to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee(s) fails to make payments for 2 consecutive demands made by the Promoters as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoters on the unpaid amount.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond 2 consecutive months after notice from the Promoters in this regard, the Promoters 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 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 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 favour of the Allottee shall be carried out by the Promoters within three months from the date of presence of local law.

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 Promoters to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoters is made by the Allottee(s).

11 MAINTENANCE OF THE SAID PROJECT:

The Promoters 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 or any other defect in workmanship, quality, or provision of services or any other obligations of the Promoters as per this Agreement

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relating to such development is brought to the notice of the Promoters within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects without further charge, within thirty days, and in the event of Promoters 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 RIGHT TO ENTER THE UNIT FOR REPAIR:

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14 USAGE:

Use of Basement(s) and service areas: The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Society for rendering maintenance services. Not applicable

15 GENRAL COMPLIANCE WITH RESPECT TO THE PLOT:

15.1 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 or common area 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, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition.

15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on anywhere on the exterior of the Project or common areas. The Allottee also not change the color scheme of outer wall. Further the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common areas of the project. The Allottee shall also not remove any wall, including the outer and load wall of the Plot.

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

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17 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 and Phase II.

18 PROMOTERS SHALL NOT MORTGAGE OR CREATE ACHARGE:

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 Plot.

18A. THE RAJASTHAN APARTMENT OWNERSHIP ACT, 2015:

The Promoters have assured the allottee(s) the project in its entirety is in accordance with the provisions of the Rajasthan Apartment Ownership Act, 2015 (Act No. 12 of 2019) and that the promoter shall comply with the provisions of the said act and rules and regulations made thereunder. The promoter has further assured the allottee(s) that the various other acts, rules and regulations prevailing in the state of Rajasthan shall always be complied with by them in the project.

That the project "The Greater Jagatpura-1" is registered as a plotted project. Hence, provisions of the Rajasthan Apartment Ownership Act, 2015 (Act No. 12 of 2019) will not be applicable on the project.

19 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 Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar (address of Sub-Registrar) as 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) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, 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 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 is in continuation 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.

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21 RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

22 PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

23 WAIVER NOT A LIMITATION TO ENFORCE:

23.1 The 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.

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

24 SEVERABILITY:

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

25 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the plot area 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 addition 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.

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27 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 upon between the Promoters and the Allottee, in Jaipur. after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Jaipur (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Jaipur.

28 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:

Promoters	Allottee(s) name
Address: 601-602, Geeta Enclave Vinoba Marg C Scheme, Jaipur - 302001, Rajasthan, India	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 Promoters or the Allottee(s), as the case may be.

29 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 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, as the case may be, 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(s) or the Promoters under the agreement for sale, under the Act, the rules or the regulations made thereunder.

31 GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

32 DISPUTE RESOLUTION:

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual

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discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

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

IN WITNESS WHEREOF 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)
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
..... on

PROMOTERS: For and on behalf of M/s Ambeince Colonizers Pvt. Ltd.
Name:
Seal & Signature:
Designation: Authorized Signatory
WITNESSES
1- Signature
Name:
S/o, W/o:

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Address:
2- Signature
Name:
S/o, W/o:
Address:

SCHEDULE-1

Detail and Location of the Project Land

1. Details of the "Project land" holdings of the Promoters and location of the Project:

Land Owner	Khasra No. / Plot No.	Village/Tehsil/District	Area (In hectares)
Ambeince Colonizers Pvt. Ltd.	2093,2094,2095,2096, 2097, 2098,2099,2100,2322/2091, 2324/2092, 2326/2101, 328/2102	Shivdaspura / Chaksu / Jaipur	4.83
Total Khatedar = 1	Total No. of Khasra's = 12	Total Land Area = 4.83 Hectare = 48300Sq.Mtrs.	

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

In North : Others Land
 In South : Others Land
 In East : 60 feet Road
 In West : other Land
 And measuring (Average Width and Average Depth)
 North to South : 197 Mtrs.
 East to West : 245 Mtrs.

3. Latitude/ Longitude of the end points of the Project

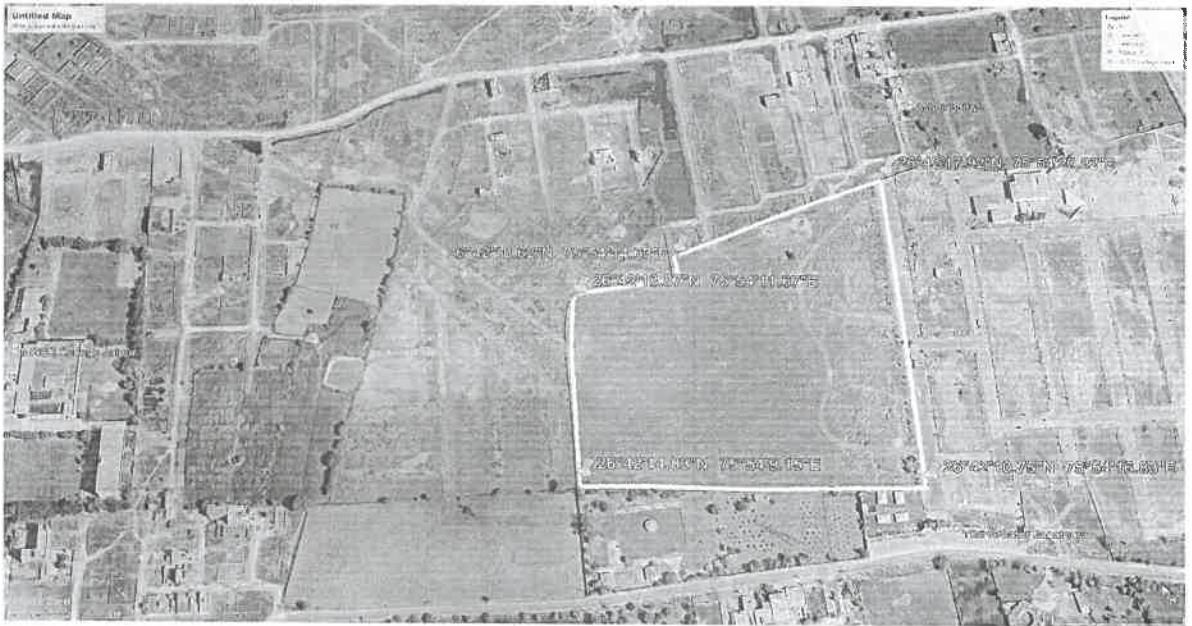
S.No.	End Point Direction	Latitude	Longitude
1.	North	26°42'18.62"N	75°54'14.63"E
2.	North West	26°42'18.87"N	75°54'11.67"E
3.	East	26°42'17.92"N	75°54'20.82"E
4.	South	26°42'10.75"N	75°54'16.83"E
5.	West	26°42'14.83"N	75°54'9.15"E

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4. Location Map



SCHEDULE - 2

(Lay-out Plan of the Project)

SCHEDULE-3

(Site Plan of the Unit/Plot no. in the Project)

SCHEDULE - 4

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

Plot no.:

Area: Sq. Mtrs. = Sq.Yds.

Scheme Name: The Greater Jagatpura 1

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

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 shall be as agreed to between the Parties)

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