

Allotment Letter

Ref. No.:

Date:

Mr/Mrs./Ms.

.....

.....

Sub: Allotment of Flat No.-, in " The Elegance" Pratap Nagar, Sanganer, Jaipur (Raj.).

Dear Sir/Madam,

We refer to your application dated, for allotment of a residential Flat in our project "Elegance" situated at Plot no. 111/148-161, Sector 11, Pratap Nagar, Sanganer, Jaipur (Raj.). It gives us immense pleasure to inform you that you have been allotted Flat No., having carpet area of sq. ft.; built up area of sq. ft. on floor in above project for total cost of _____ (_____) including all other charges but excluding GST & other taxes.

In pursuance of the terms & conditions as laid down in the Application Form the Total Price of the Flat and other charges (if any) shall be payable as per the payment plan agreed between us. The terms and conditions of the agreement for sale, to be executed between you and the owner & developer, shall be final and binding between both the parties.

All the taxes, dues, levies, demands or charges including but not limited to Service Tax, GST, if any, shall be borne by the purchaser/allottee(s).

We value our relationship and welcome you amongst our family.

Thanking you and assuring you the best of services at all times.

Yours faithfully,

FOR M/S. JAIPUR CONSTRUCTION

(a unit of Chadha Bro. Pvt. Ltd.)

FOR M/S. GPM INFRASTRUCTURE PVT. LTD.

FOR M/S SSBC REAL ESTATE PVT. LTD.

For SSBC REALESTATE PVT. LTD.



Director

AGREEMENT FOR SALE

This Agreement for Sale (hereinafter referred to as "**Agreement**") is executed at Jaipur on this _____ day of _____ 201__ by and between:

M/S. JAIPUR CONSTRUCTION (a unit of Chadha Bro. Pvt. Ltd.) having its office at 42, Gole Market, New Delhi (PAN AAACC5061E) through its Director Mr. Mohinderjeet Singh [REDACTED] S/o Sh. Ravel Singh, duly authorized vide resolution dated 10/07/2017 passed by board of directors, and **M/S. GPM INFRASTRUCTURE PVT. LTD.** A company registered under the Indian Company Act 1956 having its office at C-11, street No. 2, Rajgarh Colony, Delhi (PAN AAACM8962C) through its Director Mr. P.L. Soni, (Aadhar No. 7415-18156774) Son of Sh. G.L. Soni, duly authorized vide resolution dated 10/07/2017 passed

For SSBC REALESTATE PVT. LTD.



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by board of directors, here-in-after referred as **"OWNER/THE LAND OWNER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor (s), administrators, executors successors and permitted assignees) of the **FIRST PART**.

AND

M/S. SSBC REAL ESTATE PVT. LTD. a company registered under the India Company Act. 1956 having its office at S-70 (B), Krishna Marg Siwad Area, Bapu Nagar, Jaipur (PAN AASCS4846D) through its Director Mr. Madan Lal Yadav [REDACTED] S/o. Sh. Mohri Lal Yadav, duly authorized vide resolution dated 17/07/2017 passed by board of directors, here-in-after referred as **"THE DEVELOPER"** (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its representative, assignees, legal successor(s), in interest) of the **SECOND PART**.

AND

Mr./Mrs./Ms. _____, age ____ Years, Son/Daughter/Wife
of _____ resident of _____

Aadhar No. _____ PAN _____.

JOINTLY WITH

Mr./Mrs./Ms. _____, age ____ Years, Son/Daughter/Wife
of _____ resident of _____

Aadhar No. _____ PAN _____.

(here-in-after singly/jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context of meaning thereof be deemed to mean and include their legal successor (s), administrators, executors successors and permitted assignees) of the **THIRD PART**.

The Owner/The Land Owner, Developer and Allottee(s) shall here-in-after be collectively referred to as "Parties" and individually as "Party".

INTERPRETATIONS/DEFINITIONS

- (1) In this Agreement, the following expression unless repugnant to the context shall have the meaning assigned thereto:-
- (a) **"Act"** means the Real Estate (Regulation and Development) Act 2016.

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- (b) **"Brochure"** mean the brochure showing the details and specifications of the project as circulated by the Owner & Developer at the time of booking of Apartment or Flat or Building, as the case may be.
 - (c) **"Built-up area"** means the sum of area of apartment or Flat, it shall include area encompassed within the walls of apartment or flat, all balconies, whether covered or un-covered, and thickness of wall, in case there be as common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area.
 - (d) **"Carpet area"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts exclusive balcony of verandah area, but includes the area covered by the internal partition walls of the apartment.
 - (e) **"Earnest Amount"** shall mean 10% of the total price of the unit
 - (f) Interest Rate mean the state bank of India highest marginal cost of leading rate plus 2% or such other rate as may be applicable from time to time as per the act and rules.
 - (g) **"Interest"** means the interest payable at the rate specified in the rules.
 - (h) **"Para"** means a para of this Agreement.
 - (i) **"Prospectus"** means the prospectus showing the details and specifications of the project as circulated by the developer at the time of booking of apartment or flat or building, as the case may be.
 - (j) **"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.
 - (k) **"Regulation"** mean the Regulation made under the Act.
 - (l) **"Rules"** means Rajasthan Real Estate (Regulation and Development) Rules, 2016.
 - (m) **"Schedule"** means the Schedule attached to this agreement.
 - (n) **"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 (Rajasthan Act No. 35 of 1959) or in the Rajasthan Municipalities Act 2009 (Rajasthan 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 law.

WHEREAS:

- A. The Owner/Land Owner/First Part is in lawful possession of the reconstitute Plot no. 111/148-161 Total Area 1953.00 Sq. Mtr, Sector 11, Pratap Nagar, Sanganer, Jaipur (here-in-after referred as "Land" and more fully described in Schedule-I).
- B. That Owner/Land Owner/First Part was purchased above said reconstitute Plot no. 111/148-161 Total Area 1953.00 Sq. Mtr, Sector 11, Pratap Nagar, Sanganer, Jaipur from M/s Virendra Modi Build Estate Private Limited vide

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two sale deeds, first was duly registered with the office of sub-Registrar Jaipur VI in book No. 1, Volume No. 157 on page No.18, Serial No. 2013396005877 on dated 07.11.2013 and copy of which filed in Addl. Book No.-1, Volume No.- 625, Page No.- 242 to 268 and second was duly registered with the office of sub-Registrar Jaipur VI in book No. 1, Volume No. 160 on page No.26, Serial No. 2013396006485 on dated 23.12.2013 and copy of which filed in Addl. Book No.-1, Volume No.- 637, Page No.- 349 to 369. The Owner and the Developer have entered into a development agreement on dated 19.05.2014 regarding developing complex to be known as " **The Elegance**" on land mentions in clause A, which was duly registered with the office of sub-Registrar Jaipur II in book No. 1, Volume No. 903 on page No.113, Serial No. 2014052003931 on dated 19.05.2014 and copy of which filed in Addl. Book No.-1, Volume No.- 3599, Page No.- 167 to 193.

- C. The Said Land is earmarked for the purpose of Residential project; double basement, stilt and G+12 storeys comprising of 96 apartments and the said project shall be known as ' **THE ELEGANCE**' ("Project");
- D. The RHB Jaipur has granted the commencement certificate/map approval to develop the Project vide dated 09-05-2014 bearing no. 98 for the project.
- E. The Owner & Developer has obtained the final layout plan approvals for the Project from RHB Jaipur. The Owner & Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Land is free from all encumbrances.
- G. The Owner and Developer has conceived, planned and is in the process of constructing and developing "project" after getting necessary permissions/approvals from the concern competent authorities and which inter-alia comprising of apartment/building and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto, on a piece and parcel of reconstitute Plot no. 111/148-161 Total Area 1953.00 Sq. Mtr, Sector 11, Pratap Nagar, Sanganer, Jaipur , and latitude & longitude of the and points of the project are fully described in the Schedule-1.
- H. The Project has been registered with the "RERA" on dated _____ and the project registration certificate No. is _____. This registration is valid for a period of ____ years commencing from _____ and ending with _____ unless renewed by the regulatory Authority. The details of Owner & Developer and project are also available in the website (www._____) of the regulatory authority.

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- I. The layout plan/site plan of the project (whole project) has been sanctioned vide no. 98 dated 09-05-2014 by Additional Chief Town Planner, Rajasthan Housing Board, Jaipur and copy of which enclosed as schedule-2
- J. The RHB Jaipur has approved building plans to develop the entire land/said project vide its approval no. 98 dated 09-05-2014.
- K. Temporary fire NOC for the entire land/said project has been accorded by the office of chief fire officer, Nagar Nigam Jaipur vide No. 273 dated 06-05-2014.
- L. The Airport Authority of India has also granted NOC for height clearance for the Project vide No. 4775-80 date 28-02-2017 (03-03-2014).
- M. The details of the number, type and carpet area of apartment for sale in the said project as required under section 2(n) of the Act as under:

Type of apartment	Flat	Shop/office space
Total No. of Apartment		
Carpet area of each apartment (Sq. Feet)		
No. of balcony of each apartment		
Balcony area in each apartment (Sq. Feet)		
Built up area (Sq. Feet)		

- N. The details of plan of development works to be executed in the proposed project. Details of the plan of development work to be undertaken in the said project and the proposed facilities to be provided including fire-fighting facilities, water facilities, emergency evacuation services, etc., as provided in clause (e) of sub-section (2) of section 4 of the Act, have been specifically provided under **schedule-6**.
- O. The details of specification of material use/to be used in construction of the said project have been specifically provided in **schedule -5** attached hereto.
- P. The Stage wise time-schedule for completion of the project including the provisions of civil infrastructure like water, electricity, sanitation and all other above mentioned internal/external development works been specifically provided in **Schedule-7** attached hereto.
- Q. Owner and Developer has opened a separate account in ICICI Bank in Branch Jaipur wealth branch ,sarojini marg, jaipur, Rajasthan -302001 for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.

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- R. The Allottee(s), being aware of the Project and details given above as well as in the brochure made available by the owner & developer and/or on visiting the show home of an apartment in the said project and deposited advance amount and agreed 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 as more fully described in point 1.4 of this agreement. There are different kind of apartments conceptualized in the said project which may not be the same as show home. The owner and developer has already clarified that the show home is for representational purpose only and is created to give a look and feel of an apartment in the said project.
- S. On application as aforesaid, the Allottee(s) has been allotted an apartment located in the said project and of pro-rata share in the common area and facilities of the said project and more particularly described in schedule "4" attached herewith and hereinafter referred as the unit.
- T. The Floor Plan of the unit (as described in schedule 4) and building in the said project in given in schedule 3.
- U. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- V. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- W. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner & Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

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

1. **TERMS:**

- (1.1) Subject to the term and conditions as detailed in this agreement, the owner & developer hereby agrees to sell to the allottee(s) and allottee(s) hereby agrees to purchase and received the unit more specifically given in the Schedule 3 hereunder.
- (1.2) The Total Price for the Apartment is Rs. (in words Rupees..... only) ("Total Price") details of which are hereunder:-

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Apartment no.	Rate of Apartment per square feet (Carpet area)	Rate of Apartment per square feet (Built up area)
Type -----		
Floor -----		
Total price (in Rs.) exclusive of applicable taxes viz VAT, work contract taxes, GST etc.		
Total Price (in Rupees)		

and (if/as applicable) subject to the provisions of building bye-laws

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2 (in Rs.)
Total Price (in Rupees)	

Explanation :

- (i) The Total consideration above includes the booking amount paid by the allottee(s) to the owner & developer.
- (ii) The Total Price above exclude Taxes (consisting of tax paid or payable by the owner & developer by way of Value Added Tax, Service Tax/GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the owner & developer, by whatever name called) upto the date of the handing over the possession of the Apartment 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 Owner & Developer shall be increased/ reduced based on such change/ modification:
Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;
- (iii) The owner & developer shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the owner & developer within the time and in the manner specified therein. In addition, the owner & developer shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from

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which such taxes/levies etc. have been imposed or become effective.

- (iv) The Total Price of Apartment 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 fire-fighting 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 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 owner & developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the owner & developer shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

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

- 1.4 As mentioned in para 'Q' above, the owner & developer 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 Rs..... of the total price strictly in accordance with the payment plan given below :-

Stage of development works & completion of the Unit (with details of works)	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

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at the time of booking	10% amount		
start of excavation	10% amount		
roof casting of lower basement	10% amount		
roof casting of Stilt Floor	10% amount		
roof casting of Second Floor	7.5% amount		
roof casting of Fourth Floor	7.5% amount		
roof casting of Sixth Floor	7.5% amount		
roof casting of Seventh Floor	7.5% amount		
roof casting of Eighth Floor	7.5% amount		
roof casting of Tenth Floor	7.5% amount		
roof casting of Twelfth Floor	5% amount		
completion of external plaster	5% amount		
Final Possession	5% amount		

- 1.5 The owner & developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ ____% per annum for the period by which the respective installment has been proponed. 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 owner & developer.
- 1.6 It is agreed that the owner & developer shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule '5' and Schedule '6' in respect of the unit or the said project without the previous written consent of the Allottee (s) and the Allottee(s) further agrees that such consent shall not be unreasonably withheld. The owner & Developer may send a letter to the Allottee(s) for the purpose of taking such consent through registered A.D. on the address mention herein and in case the allottee(s) dose not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the allottee(s) as required under section 14 of the Act.

Provided that the owner & developer may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act.

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- 1.7 The owner & developer shall confirm to the final carpet areas and balcony area that has been allotted the Allottee after the construction of the building is complete and the completion certificate the granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet and balcony area shall be recalculated upon confirmation by the owner & developer. If there is reduction in the carpet area and balcony area than the owner & developer 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 and balcony area of the unit allotted to the Allottee(s), the owner & developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made on the basis of carpet area and balcony area. Further carpet area shall be measured from brick to brick and balcony dimension shall be upto the outer edge of the balcony slab.
- 1.8 Subject to Term No. 9.3 the Owner & Developer agreed and acknowledges that after registration of conveyance deed of the unit, the Allottee(s) shall have the right to the Apartment/unit as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
 - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas of the said project. 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 Owner & Developer 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 Apartment/unit 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, electrical connectivity to the Apartment/unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.
 - (iv) To assess the extent of development of the said project and his unit, the Allottee(s) may visit the said project. However, the owner and developer discourages such kind of visit by the

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allottee(s) and his/her family members due to the risk at construction site. If the Allottee(s) decides to visit site, he/she shall take due care and proper safety measures while visiting the site as construction activities are full swing and the owner & developer shall not in any way be held responsible for any accident, fall of any object, misshaping etc. caused to/with Allottee(s) and his/her accompanying person's while using the site. Further, the owner & developer strictly prohibits the visit of children at construction site.

- 1.9 The Allottee(s) understands that the project comprising of open and covered parking spaces spread across the said Project. For day-to-day comfort of all residents the Promoter has earmarked parking space for the exclusive use of each unit. Those allottee(s) who have not availed the option of covered parking will be earmarked open parking. Further, the allottee(s) understand and agree that every Allottee(s) will be entitled to one parking duly earmarked and some units may be earmarked with more than one parking and the parking so earmarked and the unallotted parking space shall form part of the Limited common Areas and Facilities of the said Project.
- 1.10 The Allottee(s) understands that in order to maintain the administration of the Project, the Promoter has earmarked the parking spaces and the Allottee(s) undertakes to park his vehicle strictly in the parking space earmarked to him and not anywhere else in the said Project. The parking space earmarked to the Allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the Allottee(s) will be allowed to park vehicles more than the parking space earmarked for him or anywhere else in the said Project. Further the Allottee(s) agrees that the Promoter or the Owners Association reserves the right to restrict the entry of additional vehicles owned by the Allottee(s) within the said Project, in case the Allottee(s) has been allotted one parking space only.
- 1.11 The Allottee(s) agrees and understands that except the unit as described in **Schedule-4** attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the said Project. Such un-allotted saleable spaces shall remain the exclusive property of the promoter, which it shall be free to deal with, in accordance with applicable laws. dining hall, ATM space, kiosk etc. built in any part of the Said Project are in the nature of saleable apartment and therefore shall be the exclusive property of the owner & developer and he shall be free to deal with it.
- 1.12 The owner & developer shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future Project at any suitable place in the Project and the Allottee and the Owner's Association shall not have or shall not obstruct on exploitation of this right by the owner & developer.

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The Allottee(s) agrees that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay Delay payment charges and taxes at the prescribed rates. The obligations of the Allottee(s) to pay the amount and the liability towards Delay payment charges as aforesaid may be reduced when mutually agreed to between the owner & developer and the Allottee(s).

- 1.13 Lawn Area parking, storages or any other area exclusively earmarked for a particular Apartment (s) by the owner & developer shall form part of Limited Common Areas and Facilities for use and enjoyment of owner/occupant of that apartment to the exclusion of other Allottee(s).
- 1.14 The Allottee(s) hereby agrees and acknowledges that the owner & developer shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.15 The owner & developer Agrees to pay all outgoing/ dues before transferring the physical possession of the unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues. If the owner & developer fails to pay all or any of the outgoing/dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the owner & developer agrees to be liable, even after the transfer of the unit, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.16 That the said project shall always be known as " THE ELEGANCE" and the name of the said project shall not be changed except with the consent of the owner & developer.

2 **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Owner & Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, 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 "SSBC REALSTATE PVT LTD THE ELEGANCE RERA ACCOUNT" Account No. 777705010109 Payable at ICICI Bank, Jaipur Wealth branch sarojini marg, C-Scheme, 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 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 Owner & Developer with such permission, approval which would enable the Owner & Developer to fulfill its obligations

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under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

- 3.2 The Owner & Developer accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Owner & Developer 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 Owner & Developer immediately and comply with necessary formalities if any, under the applicable laws. The Owner & Developer shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Owner & Developer shall be issuing the payment receipts in favor of the Allottee only.

4. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorized the Owner & Developer to adjust/ appropriate all payments made by him/ her under any head of dues against lawfull outstanding of the Allottee against the Apartment, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Owner & Developer to adjust his payments in any manner.

5. **TIME IS ESSENCE :**

The Owner & Developer 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 Apartment/unit to the Allottee(s) and the common areas and common Facilities of the said project to the Maintenance Society or Owner's Association.

6. **CONSTRUCTION OF THE PROJECT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Owner & Developer. The Owner & Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Owner & Developer undertakes to strictly abide by such

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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 the procedure agreed under clause 1.6 hereinabove, and breach of this term by the owner & developer shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment– The Owner & Developer agrees and understands that timely delivery of possession of the Apartment/unit to the Allottee and the common areas and facilities of the said project to the Maintenance Society or Owner's Association is the essence of the Agreement. The Owner & Developer assures to handover possession of the Apartment/unit along with ready and complete common areas and facilities of the said project with all specifications, amenities and facilities of the Project in place on or before 31-03-2018, 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 Owner & Developer shall be entitled to the extension of time for delivery of possession of the Apartment/unit and the owner & developer shall not be liable to pay any penalty/interest/compensation during such force majeure condition, 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 Owner & Developer to implement the project due to Force Majeure conditions, which shall be assessed by the owner and developer, the owner & developer shall inform the allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the owner & developer shall refund to the Allottee(s) the entire amount amount received by the Owner & Developer from the Allottee with delay payment charges computed at interest rate within forty-five days from the date on which termination effective. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Owner & Developer and the Owner & Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession:- The Owner & Developer, upon obtaining the completion certificate from the competent authority shall vide letter offer (**Offer Letter**) in writing the possession of the

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Apartment, to the Allottee(s) in terms of this Agreement to be taken within 20 days from the date of offer of possession given to the allottee(s) by the owner & developer, the allottee(s) shall make payment of all dues, outstanding, interest if any, maintenance security etc. to the owner & developer and from 50 days from clearance of entire dues, outstanding charges, if any the allottee(s) shall take physical possession of the unit and simultaneously get conveyance of his unit from the owner & developer by getting the conveyance deed/sale deed registered before the sub registrar office Jaipur. After the expiry of 3 full calendar months from the date of issue of completion certificate i.e. demand date possession, the allottee shall be liable to pay the maintenance charges as determined by the owner & developer/owner's association as the case may be. The owner & developer shall handover the copy of completion certificate of the apartment, to the allottee at the time of conveyance of the same. The Owner & Developer agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner & Developer which the owner & developer is liable to comply/carry out as per the applicable laws provided such failure is not on account of reasons beyond the control of owner & developer and/or on account of any default on the part of the allottee. The Allottee(s) shall be solely responsible any liable to compliance of the provisions of Indian Stamp Act 1899, Rajasthan Stamp Act 1998, and Registration Act 1908 including any action taken or deficiencies/penalties imposed by the competent authority. The owner & developer shall not be responsible for any damage caused to the unit on account of delay on the part of allottee(s) in taking over possession and in such event the allottee(s) shall have to take possession of the same on "as is where is basis". The Owner & Developer shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood ect. OR any accident caused due to any of machineries installed like electrical equipment and transformer etc.

7.3 **Possession of the Allottee:-** After obtaining the completion certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Owner & Developer to handover the necessary documents and plan, including common areas to the Maintenance Society within thirty days after obtaining the completion certificate.

7.4 **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 Owner & Developer, the

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Owner & Developer herein is entitled to forfeit the earnest money, all any taxes, duties, cess, etc. deposited by the concern department/authority in respect of unit and all other penalties and delay payment charges in respect of the unit, as on the date of such termination, from the amounts paid by the allottee till such date and balance amount of money paid by allottee shall be returned by the Owner & Developer to the Allottee(s) without any interest, from the amount realized from the such new allottee/buyer.


- 7.5 **Compensation:**— The Owner & Developer shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Owner & Developer fails to complete or is unable to give possession of the said Apartment (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 Owner & Developer shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, 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 Owner & Developer shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Owner & Developer to the Allottee within forty-five days of it becoming due.

- 7.6 The Allottee shall be liable to pay from the date of deemed date of possession or date of actual possession, whichever is earlier, house tax, property tax, fire-fighting tax or any other fees, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the unit of the allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the allottee in proportion to the carpet area of the unit.

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REPRESENTATIONS AND WARRANTIES OF THE OWNER &

DEVELOPER:- The Owner & Developer hereby represents and warrants to the Allottee(s) as follows:

- (i) The Owner has absolute, clear and marketable title with respect to the said Land and the as per collaboration/development agreement with the developer 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 has been conferred to developer in the light of collaboration/development agreement.
- (ii) The Owner & Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the 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 Owner & Developer 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 Owner & Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (vii) The Owner & Developer has not entered into any agreement for sale or any other agreement / arrangement with any person or party with respect of said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Owner & Developer confirms that the Owner & Developer 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 Owner & Developer 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 Owner & Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities

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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 Owner & Developer 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 Owner & Developer shall be considered under a condition of default, in the following events, namely:-

- (i) The Owner & Developer fails to provide ready to move in possession of the Apartment /Flat 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. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Owner & Developer as demanded by the Owner & Developer. If the Allottee(s) stops making payments, the Owner & Developer shall correct the situation by completing the construction/development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest.
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Owner & Developer shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice.

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Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Owner & Developer, interest for the period of delay till the handing over of the possession of the Apartment, which shall be paid by the Owner & Developer to the Allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee(s) fails to make payments for one (01) consecutive demands made by the Owner & Developer as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Owner & Developer on the unpaid amount.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond one consecutive months after notice from the Owner & Developer in this regard, the Owner & Developer may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the earnest money and the interest liabilities and this Agreement shall thereupon stand terminated.
Provided that the Owner & Developer shall intimate the Allottee about such termination at least thirty days prior to such termination.
- (iii) The Allottee(s) may obtain finance from any financial institution bank or any other sources but the allottee(s) obligation to purchase the said apartment/unit and making of all payments pursuant to this agreement shall not be contingent on his/her/their/its ability or competency to obtain such financing, and the allottee(s) will remain bound under this agreement whether or not the allottee(s) has/have been able to obtain financing for the purchase of the said apartment/unit.
- (iv) Failure, pursuant to a request by the owner & developer to become a member of owner's association or to pay subscription charges etc. as may be required by the owner & developer or owner's association, as the case may be.
- (v) Assignment of this agreement or any interest of the allottee(s) in this agreement without prior written consent of owner & developer or not executing documents as may be required under the law for such transfer.
- (vi) Dishonor/stoppage of payment by any cheque(s) including post dated cheque(s) given by allottee(s) for any reason whatsoever.

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- (vii) sale/transfer/disposal of/dealing with, in any manner, the reserved car parking space independent of the unit or selling of the additional allotted parking spaces to any third party other than occupant of the building and /or of the project.
- (viii) Breach of any other term & condition of this agreement on the part of allottee(s)
- (ix) Violation of any of the applicable laws on the part of the Allottee(s).

10. **MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:**

- 10.1 The owner & developer shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment.
- 10.2 The owner & developer shall handover the Common Areas and Common Facilities of the Said project to the Owners Association in accordance with the Applicable Laws.
- 10.3 After the handover of Common Areas and Facilities of Said Project to Owners Association as per the Act, it shall be the responsibility of the Owners Association as per the Act, it shall be the responsibility of the Owners Association, to run and maintain the Common Areas and Facilities of the Said Project recoverable proportionally from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Owners Association, from time to time and regularly.
- 10.4 The Allottee(s) hereby agrees that his/her right to the use of Common Area and facilities of the Said Project shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligation in respect of the terms and conditions specified under this Agreement as well as by the Owners Association from time to time.
- 10.5 Allottee(s) shall be bound by all the terms and conditions of the maintenance agreement and any other agreement entered by the Owners Association and any decision taken by the Owners Association as per its Bye-Laws.
- 10.6 The Allottee(s) hereby agrees to pay owner & developer/society/body incorporated as the case may be, a non-refundable interest free sum of Rs. _____/- (Rupees _____) as payment towards "**Maintenance Security**" of the society or the body corporate as the case may be at the time of offer of possession. Upon formation of the society the owner & developer shall be bound to deposit this sum in separate bank account of the society. All principal and interest monies in the said account shall exclusively be used for maintenance, upkeep and repairs of the said building. The said maintenance security shall not be utilized for any purpose other than specifically approved by the society under its bye-laws. It is agreed that the monies to the credit of said maintenance security may be invested in fixed deposit/government securities and /or debt mutual funds or in any other manner as may be approved by the owner &

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- developer/society/body corporate.
- 10.7 The Allottee(s) hereby agrees that in case short fall occurs in maintenance funds being available from interest earned out of corpus funds then, in addition of the money paid toward the said maintenance security referred to above, he/she/they shall pay such proportionate maintenance cost on a monthly basis as determined by the society and/or the owner & developer. Such payment shall be made latest by the 10th of every month in advance. in case of default of payment of the aforesaid charges the owner & developer or its nominee shall be entitled to discontinue/disconnect the service of water and electricity etc. to the said flat as also shall have right to recover the charges with minimum interest @ 24% p.a. from the Allottee and/or from the occupier of the flat/unit/apartment.
- 10.8 Till the Society is formed and the maintenance is handed over to it as stated above, the entire maintenance upkeep and preservation of the said building, operation of the common services and management of common areas therein shall be done by the owner & developer. The owner & developer shall maintained the building/project from the maintenance security and its earnings, but if any shortfall occurs in maintenance funds being available from interest earned out of maintenance security funds then, the flat owner/occupier shall pay such proportionate maintenance cost on a monthly basis as determined by the owner & developer on the terms and conditions maintained herein unless agreed to separately. The Allottee agrees to pay proportionate share of all expenses incurred by the owner & developer for maintenance of said building "**The Elegance**" as and when demanded by the owner & developer.

11. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Owner & Developer as per this Agreement relating to such development is brought to the notice of the Owner & Developer within a period of five years by the allottee from the date of handing over possession or demand date of possession whichever is earlier, it shall be the duty of the Owner & Developer to rectify such defects without further charge, within thirty days, and in the event of developer's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to force majeure shall not be covered under defect liability period.

12. INDEMNIFICATION

- 12.1 The Allottee(s) shall, without prejudice to any other rights of the Owner & Developer, agrees to indemnify and keep fully indemnified, hold harmless and defend the Owner & Developer, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Owner & Developer or which the Owner & Developer may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or or damage directly attributable to the obligations of the Allottee(s) committed any default or breach in respect of or non-observance or non-compliance

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with (i) any of the provisions/covenants of this Agreement and/ or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/ or (iii) any other claim, cost under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/ or State and local laws and/ or of any of the provisions of this Agreement and/ or (iv) termination of this Agreement by the Allottee(s) without any default/ delay on the part of the Owner & Developer and/ or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in Clause 20 and/ or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 20 and/ or (vii) termination of this Agreement by the Promoter due to any default/ delay on the part of the Allottee(s).

12.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.

12.3 The indemnification rights of the Owner & Developer under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

13. SPECIFIC PERFORMANCE

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the owner & developer may have, the owner & developer shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Developer/ 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 Developer/ Maintenance Society to enter into the Apartment 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.

15. USAGE:

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

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shall be reserved for used by the Maintenance Society for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 16.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/ Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said unit, and keep the said unit, 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 and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 16.2 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 the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the Apartment/ Plot or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the unit.
- 16.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the owner & developer and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.4 That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the owner & developer/Owners Association and nowhere else. The non-observance of the provision of this clause shall entitle the owner & developer or Owner Association, as the case may be, to enter the Apartment, if necessary and remove all non-conforming fitting & fixtures at the cost and expenses of the Allottee(s).
- 16.5 The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Maintenance Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- 16.6 The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony / lawns /roof-top/ terrace under his/her/its use.
- 16.7 It is in the interest of the Allottee(s), to help the Maintenance Association in effectively keeping the Unit and/ or the Project secured in all ways, For the purpose of security, the Maintenance Association would be free to restrict and regulate the entry of visitors into the building/ Project.
- 16.8 The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the

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- premises in the Project or for any illegal or immoral purpose.
- 16.9 Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the building in which the Unit is situated.
- 16.10 Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the building/ Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said building/Project and/ or the Unit.
- 16.11 Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. parapet or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- 16.12 The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Association and/ or maintenance agency appointed by the Maintenance Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.13 Interior Works in the Unit:- That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Promoter/Maintenance Association and the owner & developer/Maintenance Association may permit the same subject to appropriate conditions.
- 16.14 After handing over the Said Project, it shall be the responsibility of the Owner's Association for obtaining/renewal of insurance for the said project and pay insurance premium.

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

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

18. ADDITIONAL CONSTRUCTIONS:

The Owner & Developer undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

19. OWNER & DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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20. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee(s) by the Owner & Developer does not create a binding obligation on the part of the Owner & Developer or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Owner & Developer. If the Allottee(s) fails to execute and deliver to the Owner & Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub Registrar for its registration as and when intimated by the Owner & Developer, then the Owner & Developer shall be entitle to 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), the owner & developer shall have the option to cancel the allotment of the allottee and if so choosen by the owner & developer, earnest amount deposited by the allottee shall be forfeited. However in case cancelation of booking is done within 30 days from the date of booking full advance payment shall be refunded without interest. The Allottee shall be liable to pay all the cost incurred by the owner & developer in respect of application and allotment of unit to the allottee, including preparation of this agreement, postal cost, advocate fees etc.

21. **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 Apartment/ Building, as the case may be.

22. **RIGHT TO AMEND :**

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

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

24. **WAIVER NOT A LIMITATION TO ENFORCE:**

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

24.2 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. Accordingly, any waiver by any party shall be in writing.

25. **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.

26. **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 carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

27. **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.

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Owner & Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Owner & Developer and the Allottee, in -----

For SSBC REALESTATE PVT. LTD.



Director

after the Agreement is duly executed by the Allottee and the Owner & Developer 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 -----.

29. **NOTICES:**

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

OWNER & DEVELOPER	ALLOTTEE(S)
M/S. JAIPUR CONSTRUCTION office at 42, Gole Market, New Delhi	
M/S. GPM INFRASTRUCTURE PVT. LTD. office at C-11, street No. 2, Rajgarh Colony, Delhi	
M/S. SSBC REAL ESTATE PVT. LTD. office at S-70 (B), Krishna Marg Siwad Area, Bapu Nagar, Jaipur	

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 Owner & Developer or the Allottee(s), as the case may be.

30. **JOINT ALLOTTEE:**

That in case there are Joint Allottees all communications shall be sent by the Owner & Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

31. **SAVINGS:**

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, prior to the execution and registration of the agreement for sale for such apartment, shall not be construed to limit the rights and interests of the allottee or the Owner & Developer under the agreement for sale, under the Act, the rules or the regulations made thereunder.

32. **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.

For SSBC REALESTATE PVT. LTD.



Director

33. **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 WHEREOF the Parties have signed this agreement with their free will and consent, without any compulsion or coercion on this _____ day of _____ 201_ and in the presence of following witnesses :

SIGNED AND DELIVERED by the
within named "**Land Owner**"

SIGNED AND DELIVERED
within named " Allottee(s)"

FOR M/S. JAIPUR CONSTRUCTION
(a unit of Chadha Bro. Pvt. Ltd.)

(_____)

FOR M/S. GPM INFRASTRUCTURE PVT. LTD.

SIGNED AND DELIVERED by the
within named "**Developer**"

FOR M/S SSBC REAL ESTATE PVT. LTD.

WITNESSES:

1.

2.

For SSBC REALESTATE PVT. LTD.



Director

SCHEDULE – A
DESCRIPTION OF LAND

Reconstitute Plot no. 111/148-161 Total Area 1953.00 Sq. Mtr, Sector 11, Pratap Nagar, Sanganer, Jaipur (Raj.)

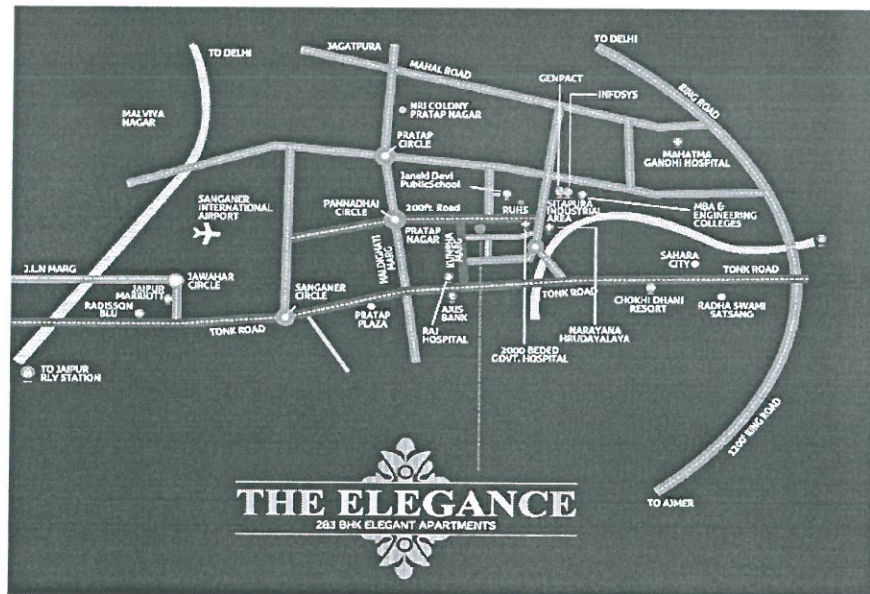
BOUNDED & SURROUNDED

Towards East–Road 60.0 Mtr. Wide,
Towards West– Road 7.5 Mtr. Wide,
Towards North–East–Plot No. 157
Towards North–West–Plot No. 155
Towards South–East–Plot No. 162
Towards South–West–Plot No. 147

MEASUREMENT:

First Part	East-West 21.0 Mtr.	North-South 45.0 Mtr.
Second Part	East-West 18.0 Mtr.	North-South 56.0 Mtr.

Location Map

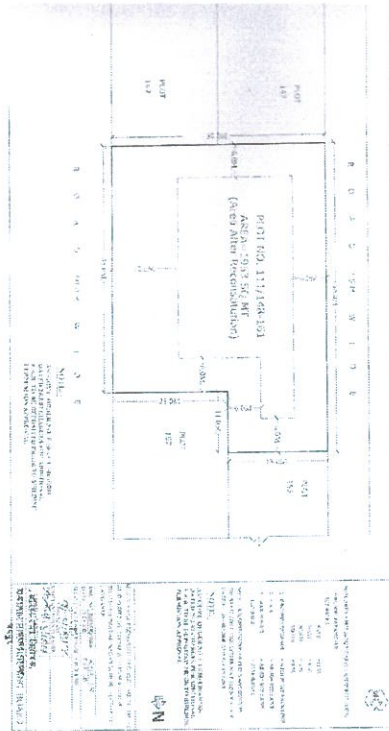


For SSBC REALESTATE PVT. LTD.

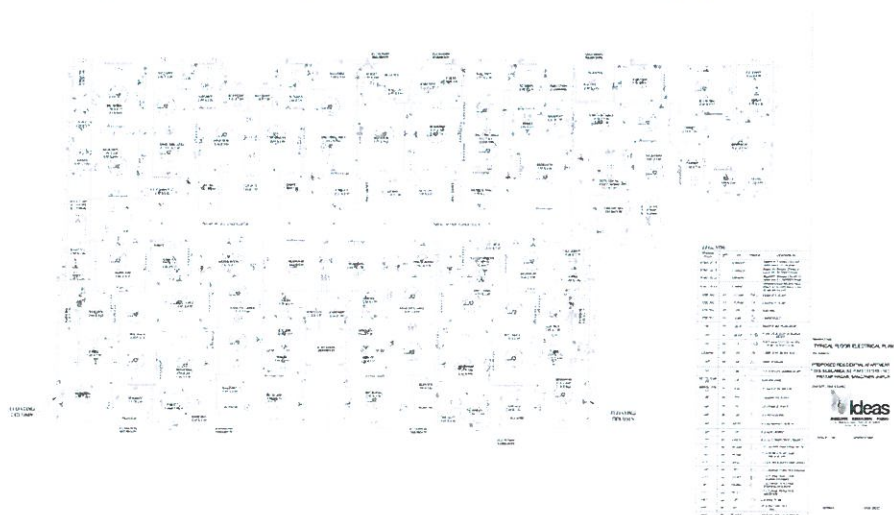
[Handwritten Signature]

Director

SCHEDULE-2
(Lay-out Plan of the Project)



SCHEDULE-3
(Floor Plan of the Apartment and Block/ Tower in the Project)



For SSBC REALESTATE PVT. LTD.

[Signature]

Director

SCHEDULE – 4
DESCRIPTION OF FLAT

ALL THAT the Flat No. _____ measuring built-up area of _____ Square Feet (Carpet Area _____ Sq. Feet) on _____ Floor in " The Elegance", at Reconstitute Plot no. 111/148-161, Sector 11, Pratap Nagar, Sanganer, Jaipur (Raj.) along with the undivided proportion of the land and right of use of the common areas with other Owners /occupants of the other Flats in the Residential Project.

SCHEDULE-5
Specifications are as per brochure

SCHEDULE-6
details of development works to be undertaken

The owner & developer has conceived a detail plan of development work to be developed in the said project:

1. Fire Fighting Facilities
2. Water Supply
3. Emergency Evacuation services
4. Power Backup
5. Club house

COMMON EXPENSES

1. All costs of maintenance, operating, replacing, white washing, painting rebuilding, reconstruction, fire-fighting, decorating, re-decorating and lighting for common area, walls of the Residential Project etc.
2. The salaries, perquisites and allowances of all persons employed for the aforesaid purposes.
3. Insurance premium if any paid for insuring the Common areas against earthquake, fire, lightening, mob, damage, civil common etc.
4. All charges and deposits for supplies of common utilities.
5. Municipal taxes, land and building taxes and / or other taxes which are in force and / or other taxes which may be levied by the concerned authorities under any statute, rules or regulations for land/ building in Common Area and / or Common Area.
6. Any other costs charges incurred by Seller /the Maintenance Agency for maintenance and security of the Residential Project and for watch and ward staff.
7. All litigation expenses for protecting the title of the Land and Residential Project.
8. The office expenses incurred for maintaining the office for maintenance of common area.

For SSBC REALSTATE PVT. LTD.




Director

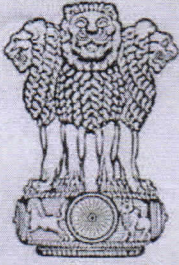
SCHEDULE-7

Stage	Date by which the works are proposed to be completed	details of works to be completed
Completion of structure of building	done	foundation and structure of the building
completion of development works (internal/external development works)	31-03-2018	Brick Work, Internal Plaster, Tiles Work, External Plaster, POP Work, Door Shutter Fitting, Window, Electrical wiring & Fittings and testing, Internal paint & external Paint, Fire-fighting, lift
provision of civic infrastructure	done	
Finishing	on or before 31-07-2018	Final finishing and Hand Over

For SSBC REALESTATE PVT. LTD.



Director



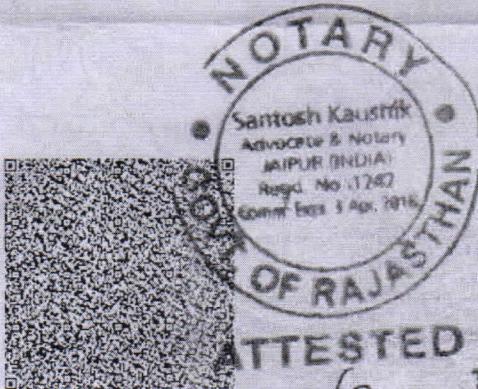
सत्यमेव जयते

INDIA NON JUDICIAL Government of Rajasthan e-Stamp

Certificate No.	: IN-RJ13503768584396P
Certificate Issued Date	: 08-Aug-2017 03:57 PM
Account Reference	: SHCIL (FI)/ rjshcil01/ RAMBAGH/ RJ-JP
Unique Doc. Reference	: SUBIN-RJRJSHCIL0120519169285002P
Purchased by	: SSBC REALESTATE PRIVATE LIMITED
Description of Document	: Article 4 Affidavit
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SSBC REALESTATE PRIVATE LIMITED
Second Party	: NA
Stamp Duty Paid By	: SSBC REALESTATE PRIVATE LIMITED
Stamp Duty Payable	: 50 (Fifty only)
Surcharge for Infrastructure Development	: 10 (Ten only)
Surcharge for Propagation and Conservation of Cow	: 10 (Ten only)
Stamp Duty Amount(Rs.)	: 70 (Seventy only)

For SSBC REALESTATE PVT. LTD.

Director



ATTESTED

NOTARY
STATE OF RAJ., JAIPUR

10 AUG 2017

UP 0002823501

Statutory Alert:

Affidavit cum Declaration

I, **MADAN LAL YADAV** Son of **SHRI MOHARI LAL YADAV** aged 36 years R/o S-70, KRISHNA MARG, SHIWAR AREA, BAPU NAGAR, JAIPUR duly authorized by the promoter of the proposed project "The Elegance" do hereby solemnly declare, undertake and state as under:

1. That the information furnished in the Project -The Elegance is according to Real Estate (Regulation and Development) Act, 2017 are true and correct to the best of my knowledge.
2. That I undertake all the terms and conditions pertaining to FORM - G of RERA Rules and will be adhere to that prevalent law. If in case of any discrepancy and violation of FORM G, I will be accountable and liable for the same.

For SSBC REALESTATE PVT. LTD.



Deponent Director

Verification

I, **MADAN LAL YADAV** Son of **SHRI MOHARI LAL YADAV** aged 36 years R/o S-70, KRISHNA MARG, SHIWAR AREA, BAPU NAGAR, JAIPUR do hereby verify that the contents in para No. 1 to 2 of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at JAIPUR on this 8th day of August, 2017.

For SSBC REALESTATE PVT. LTD.



Deponent Director



ATTESTED

(72)
NOTARY
STATE OF RAJ., JAIPUR

10 AUG 2017