



राजस्थान RAJASTHAN

AFFIDAVIT

I Vikas Jain S/o Shri Vimal Chand Jain R/o 3 KA 10, Jawahar Nagar, Jaipur, Rajasthan-302004, aged 43 years promoter of the proposed project/duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:-

1. That the agreement for sale/Builder buyer agreement of our project **"The Index"** is in accordance with Form-G of Rajasthan Real Estate (Regulation & Development) Rules, 2017.
2. That none of the terms and conditions of the Agreement to sale presented by us Violate the laws and Rules of The Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development). Rules, 2017
3. That if any contradiction arises in the provision of the The Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development). Rules, 2017 will prevail in future and promoters of **"The Index"** will be responsible for it.

For SANKALP INFRAHEIGHTS PVT. LTD.

[Signature]
Deponent

Authorised Signatory

Verification

I, Vikas Jain Son of Shri Vimal Chand Jain aged 43 years R/o 3 KA 10, Jawahar Nagar, Jaipur, Rajasthan-302004, Director of M/s **Sankalp Infraheights Private Limited** do hereby verify that the contents in para no. 1 to 3 of my above affidavits are true and correct and nothing material has been concealed by me there from.

For SANKALP INFRAHEIGHTS PVT. LTD.

[Signature]
Deponent

Authorised Signatory

ATTESTED

NOTARY
Tehsil Jaipur/District-Jaipur

23 AUG 2021

29 JUL 2021

71 9406

प्राप्त का क्रमांक 110

दिनांक 29-07-2021

प्राप्त/परी का नाम

प्राप्त का प्रमाण

महेश प्रालानी

तल. 55-97

कलेक्टर कार्यालय

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत स्टाम्प शुल्क पर प्रचलित अधिभार			
आधारभूत आवासीय सुविधाओं हेतु			
धारा 3 (1) 10% तक			10/-
यदि और उससे अधिक के सम्पत्ति और मूल्य हेतु			
प्राप्ति, अर्थात् आवासीय सुविधा के निर्माण हेतु धारा 3 (2) 20% तक			20/-
अन्य धारा 3 (3) 30%			30/-
हस्ताक्षर: प्रमुख अधिकारी			



ATTESTED

NOTARY

3 AUG 2021

Please affix
photograph of
Allottee with
signature across the
photograph

Please affix
photograph of
Authorized
Signatory with
signature across
the photograph

Form-G
(See Rule 9)
AGREEMENT TO SALE

This AGREEMENT TO SALE (hereinafter referred to as "Agreement", which expression shall include the Schedule(s) hereof and all amendments made from time to time) is executed at Jaipur on this ____ day of _____ by and between:

1. PARTIES TO THIS AGREEMENT: -

1.1 M/S SANKALP INFRAHEIGHTS PRIVATE LIMITED. (CIN: U45201RJ2013PTC041735) a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Plot No. E-123-124, Behind IOC Petrol Pump Sahakar Marg Jaipur Rajasthan-302005, having its PAN: _____ represented by its authorized signatory Shri Vikas Jain (Aadhar No.: xxxx-xxxx-4053) authorized vide board resolution dated _____, hereinafter referred to as the "Promoter" or "Seller" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

AND

1.2 Mr. _____ S/o Mr. _____
Aged _____ Years, resident of _____
Adhar No. _____ PAN No. _____

JOINTLY WITH

Mr. _____ S/o Mr. _____
Aged _____ Years, resident of _____
Adhar No. _____ PAN No. _____

For SANKALP INFRAHEIGHTS PVT. LTD.
M/s Sankalp Infraheights Pvt. Ltd.


Authorized Signatory
(Authorized Signatory)

(Buyer/s)

(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 OTHER PART.

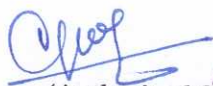
The Promoter and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

2. INTERPRETATIONS/ DEFINITIONS:

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. "Advertisement" means any document described or issued as advertisement through any medium and includes any notice, circular or other documents or publicity in any form, informing persons about a real estate project, or offering for sale of building or Apartment/Unit or inviting persons to purchase in any manner such, building or Apartment/Unit or to make advances or deposits for such purposes.
- c. "Allottee/Allottee(s)" means and includes
 - If the Allottee(s) be an individual then his/her legal successor(s), executors, administrators, legal representatives and permitted assignees;
 - If the Allottee(s) be a Hindu Undivided Family, then its karta and each of the member constituting HUF their heirs executors, successors, administrators and permitted assignees
 - In case the Allottee(s) be a Partnership Firm, then its partners for the time being, their legal successor(s), executors, administrators, legal representatives and permitted assigns including those of the respective partners; and
 - In case the Allottee(s) be a limited company, then its legal successor(s), representatives and permitted assignees;
 - and includes the person who subsequently acquires the allotment through sale, transfer or otherwise but does not include a person to whom such Apartment/Unit or building, as the case may be, is given on rent;
- d. "Apartment/Unit" whether called block, chamber, dwelling unit, flat, office, showroom, shop, service Apartment cum Hotel/Units, go-down, premises, suit, tenement, unit or by any other name, means a separate and self- contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified;
- e. "Applicable Laws" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Jaipur Development Act, 1959, Jaipur Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real

For SANKALP INFRAHEIGHTS PVT. LTD.
M/s. Sankalp Infraheights Pvt. Ltd.



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- Estate (Regulation and Development) Rules, 2017 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction / sale of the Project.
- f. **"Arbitration"** means & includes the process of arbitration once invoked includes its proceedings conducted by the arbitrator so appointed under The Arbitration & Conciliation Act 1996 and includes any statutory modifications thereof.
 - g. **"Approved Plans"** shall mean the plans and designs of Project constructed or to be constructed on the Project Land, which has been duly approved by the concerned authority in full including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
 - h. **"Architect"** shall mean M/s VJ Architects Private Limited, company having its office at VJ Square , E 123-124, 1st floor , Sahakar Marg Jaipur and/or such other person(s) and/or firm(s) and/or company(ies) whom the Promoter may appoint from time to time as the architect for the Project.
 - i. **"Association of Allottees"** means an Association of Apartment/Unit owners to be formed, or deemed to have been formed, consisting of the Apartment/Unit owners in the building acting as a group in accordance with the applicable bye-laws and shall include society formed by Apartment/Unit owners, cooperative society of allottees or a federation of allottees as per the Clause (e) of Sub- Section (4) of Section 11 of the Act;
 - j. **"Building"** includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for the purpose of any business, occupation, profession or trade, or for any other related purposes;
 - k. **"Built-up area"** means the sum of area of the Apartment/Unit. It shall include area encompassed within the walls of Apartment/Unit, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
 - l. **"Carpet Area"** means the net usable floor area of an Apartment/Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment/Unit. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment/Unit, meant for the exclusive use of the allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment/Unit, meant for the exclusive use of the allottee(s);
 - m. **"Common Areas and Facilities of the Project"** shall mean such common areas, facilities and spaces in the Project meant for common use of all the occupants of the Project (as defined herein-below) and the equipment provided AND/OR reserved for the common use and the enjoyment of all the occupants of the Project and more particularly detailed in the **Schedule 5** attached hereto. However, any areas, facilities

M/s Sankalp Infraheights Pvt. Ltd.
For SANKALP INFRAHEIGHTS PVT. LTD.



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and equipment reserved for a specific/group/person(s) or occupants of a specific part of the Project, shall not form part of common areas and facilities of the Project.

- n. **"Common Purposes"** shall mean and include the purposes of maintaining and managing the Project and in particular the common parts, meeting of the common expenses and matters relating to mutual rights and obligations of the BUYERS inter-se relating to the Project and the common use and enjoyment thereof.
- o. **"Common Services"** Includes all the services employed by the Maintenance Society for the security & maintenance of the common areas including open areas and all the service providers etc.
- p. **"Completion Certificate"** means the completion certificate or such certificate, by whatever name called, issued by the competent authority or by empaneled architect certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- q. **"Delay Payment Charges"** means the charges to be paid on account of delay in the payment as interest on the amount due at the Interest Rate (Specified herein below (Point No. t)).
- r. **"Earnest Amount/Booking Amount"** shall mean 10% of the total price of the Apartment/Unit.
- s. **"Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including:
 - (i) acts of God i.e. fire, drought, flood, earthquake, epidemics and other natural disasters; or
 - (ii) explosions or accidents, air crashes and shipwrecks; or
 - (iii) strikes, riots, lock-outs, civil disturbances, curfew etc.; or
 - (iv) war or enemy action or terrorist action; or
 - (v) change in Law, Rules and Regulations, injunctions or stay granted by court of law or interim order by arbitrator;
 - (vi) non-availability of steel, cement, Bajari or other building material or water supply or electric power or like; or
 - (vii) Natural calamity or by reason of any national or international happening or event; or
 - (viii) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement.
 - (ix) any event or circumstances analogous to the foregoing which is beyond the control of the parties.
- t. **"Interest "** means Interest at the rate prescribed in the Act and the rules i.e. the State Bank of India Highest Marginal Cost of Lending Rate plus two percent or such other

For SANKALP INFRAHEIGHTS PVT. LTD. M/s Sankalp Infraheights Pvt. Ltd.


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rate as may be applicable from time to time payable by the promoter or the allottee, as the case may be.

- u. **"Limited Common Area and Facilities"** means those common areas and facilities which are designated in writing by the promoter before the allotment, sale or other transfer of any Apartment/Unit as reserved for use of certain Apartment/Unit or Apartment/Units to the exclusion of the other Apartment/Units.
- v. **"Maintenance Society"** means & includes the association of allottees formed and incorporated (as stated herein above) for the maintenance of the Building **"THE INDEX"**, and welfare of the occupants of the building or such other person, 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 for the purpose of maintaining the Common Area and Facilities of Project and Common Area and Facilities of the Project, as and when the common areas and facilities of such Project, are handed over to Association of Allottees as per the Act.
- w. **"Maintenance Agreement"** means a tripartite agreement made by and between the Promoter Maintenance Agency and the Allottee(s) which shall be executed between the parties at the time of execution of sale deed, for the maintenance and upkeep of the Project by the Maintenance Agency.
- x. **"Occupancy Certificate"** means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity.
- y. **"Para"** means a Para of this Agreement;
- z. **"Payment Plan"** shall have the meaning described under clause **SCHEDULE 6 PART B**.
- aa. **"Promoter/Seller"** means **SANKALP INFRAHEIGHTS PRIVATE LIMITED**.
- bb. **"Project Land"** shall mean land admeasuring 3587.91 Square meter and there about lying and situated at Plot No. 251/G-2, Sector 25, Pratap Nagar, Sanganer, Jaipur (Raj.) on which the Whole Project named **"THE INDEX"**, is being developed and is demarcated and shown in **SCHEDULE 2 PART B**.
- cc. **"Proportionate Share"** with reference to common expenses means that proportion of the common expenses which is payable by the allottee for the maintenance of the Building.
- dd. **"Mixed Project"** shall mean the entire project consisting of flats/shops/showroom/service Apartment cum Hotel/Units and units along with common parts/ common spaces / common area therein being constructed/developed on the said Land for residential and commercial use and named as **"THE INDEX"**.
- ee. **"Parts"** the said project is divided into 3 parts; namely Part-1- Commercial Part; Part-2 Residential Part; Part-3: Club House & Service Apartment cum Hotel; construction of said project would be done in phased manner (as mentioned above Part-1, Part-2, Part-3).
- ff. **"Commercial Part"** shall mean Shop/Showroom/office/institutional Spaces etc. built in the said building with Separate identified/demarcated entry.

For SANKALP INFRAHEIGHTS PVT. LTD.
M/s Sankalp Infraheights Pvt. Ltd.



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- gg. "Residential part" shall mean 2/3/4/5 BHK Flats/Units built above Part-1 (i.e. Commercial Part) in the said building.
- hh. "Club House/Service Apartment cum Hotel" means a club house having amenities such as indoor games, Equipped gym, Swimming Pool, Multipurpose hall, Library, Kids area for the residents/occupants of the units and outsiders on the basis of allotment which would be separately conferred by Promoter/Seller with his discretion. Here it is pertinent to mention that Club House would not be deemed to be a part of common area and would be under the exclusive ownership of Promoter/Seller with right of further sale and transfer.
- ii. "Regulation" means the Regulation made under the Act as amended from time to time.
- jj. "Real Estate Agent" means any person, who negotiates or acts on behalf of one person in a transaction of transfer of his Apartment/Unit or building, as the case may be, in a real estate project, by way of sale, with another person or transfer of Apartment/Unit of building, as the case may be, of any other person to him and receives remuneration or fees or any other charges for his services whether as commission or otherwise and includes a person who introduces, through any medium, prospective buyers and sellers to each other for negotiation for sale or purchase of Apartment/Unit of building, as the case may be, and includes property dealers, brokers, middleman by whatever name called.
- kk. "Rules" mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017 as amended from time to time.
- ll. "Schedule" means the Schedule attached to this Agreement.
- mm. "Section" means the section(s) of the Act.
- nn. "Singular" shall include the plural and vice versa
- oo. "Masculine" shall include the feminine and vice versa.
- pp. "Super Built Up Area" shall mean the built up area of a unit along with proportionate common area occupied by walkways, corridors, water tanks, electrical transformers and panel, generator room, lifts, elevator, lobby, and all spaces meant for common use of the allottees/buyers of the project.
- qq. "Undivided Proportionate Share" shall mean and include the proportionate share, right and interest in the Land corresponding to the unit agreed to be bought by the Buyer where the proportion is to be determined by comparing built up area of unit with maximum permissible FSI of the Building and Project at any point of time. This right shall be capable to be enjoyed only along-with the superstructure of the unit.
3. 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.
4. WHEREAS THE PROMOTER DECLARES THAT

For SANKALP INFRAHEIGHTS PVT. LTD. M/s Sankalp Infraheights Pvt. Ltd.



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- a. The Promoter is in lawful possession of the land at Plot No.251/G-2, Pratap Nagar, Jaipur- 302033, Rajasthan with a total area admeasuring of 3587.91 Sq. Mtrs (hereinafter referred to as "Project Land" and more fully described in the Schedule 1 Part A).
- b. i). Whereas Rajasthan Housing Board Jaipur conducted public auction regarding commercial Plot No.251/G-2, Pratap Nagar, Jaipur- 302033, Rajasthan with a total area admeasuring of 3587.91 sq.mt on dated 26-02-2020, Seller gave highest bid for the respective Plot, on seller's bid Rajasthan Housing Board Jaipur issued allotment letter serial no. RHB/JC-1-123/9511, dated 19.11.2020 in favour of seller (i.e. M/s Sankalp Infraheights Pvt. Ltd.).
- ii). Whereas M/s Sankalp Infraheights Pvt. Ltd. (The Seller) deposited all required amount to Rajasthan Housing Board Jaipur for acquiring possession, acting on this Rajasthan Housing Board Jaipur issued possession letter serial No. 3341, dated 02.07.2021 and handed over the physical possession of captioned Plot on dated 02.07.2021 and also issued No Dues Certificate serial no 5405/212, dated 29.06.2021 to M/s Sankalp Infraheights Pvt. Ltd. Eventually Rajasthan Housing Board Jaipur executed a Sale Deed in favour of M/s Sankalp Infraheights Pvt. Ltd. on dated 20.07.2021, which was duly registered before the office of Sub-registrar II Jaipur in Book No. 1, Volume No. 184, Page no. 194, Serial no. 202103190104446 on dated 20.07.2021 and a copy of the same filed in additional Book No.1, Volume No. 736 Page No. 675 to 686.
- c. The Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land. The Promoter has got necessary maps/plans in respect of the Residential/ Commercial Project on the said land duly approved and released in its name by the Rajasthan Housing Board, Jaipur in respect of the Mixed project proposed to be developed/ constructed thereon comprising of Flats and Commercial units including Common areas/ Common areas/ Common facilities and Club House as shown in the plans approved by the Rajasthan Housing Board, Jaipur vide letter no. अति. मु.न.नि./रा.आ.म./जयपुर/2021-22/215 on dated 18.08.2021.
- d. Rajasthan Housing Board, Jaipur vide their approval letter no. अति. मु.न.नि./रा.आ.म./जयपुर/2021-22/215 on dated 18.08.2021 has granted permission for construction upto 40 meters height (3 Basement + Lower Ground + Ground Floor + 1st + 2nd + 3rd Floor (Commercial floor) + 4th Floor (Club House & Service Apartment cum Hotel) + 5th to 12th Floor (Residential).

It has been specially made clear to the allottee that presently permission for construction has been granted by the competent authority for 40 meter (3 Basement + Lower Ground + Ground Floor + 1st + 2nd + 3rd Floor (Commercial floor) + 4th Floor (Club House & Service Apartment cum Hotel) + 5th to 12th Floor (Residential). Promotor intend to go for higher height and height above 40 meter requires Govt. approvals. Same is in the process. For further approval of construction for additional

M/s Sankalp Infraheights Pvt. Ltd.
FOR SANKALP INFRAHEIGHTS PVT. LTD.



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10 meters height (40 meters + 10 meters = 50 meters) building i.e., ((3 Basement + Lower Ground + Ground Floor + 1st + 2nd + 3rd Floor (Commercial floor) + 4th Floor (Club House & Service Apartment cum Hotel) + 5th to 15th floors Residential) will be applied by the promoters to the competent authority in due course of time and necessary formalities like RERA Fee & details of apartment, GBUA etc has been furnished as per 50 meter height. The approval and maps for more than 40 mt height is under process . Upon receipt of permission for more than 40 mt. height it will be updated in RERA record and construction will be done as per the revised plans . It is also clarified that in case of, the promoters doesn't get the approval of additional height from government, the construction will be as per current sanctioned plan i.e. up to 40 meter height.

- e. By virtue of, Allotment Letter, Lease Deed (Patta) for commercial project, Promoter is fully authorized and legally entitled to develop the said property and to construct thereon flats, shops, showrooms, kiosk, service apartments cum hotel, other premises, etc. permissible by law and to sell the same to various purchasers on ownership basis and appropriate the sale proceeds.
- f. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- g. The details of the encumbrances on the Land including any rights, title, interest or name of any party in or over the Land along with details are as under:-

There is a loan of Rs. 9.90 Crores sanctioned by ICICI Bank Limited.
- h. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as "The INDEX" after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of Apartment/Units and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 3587.91 Sq Mtrs situated at Plot No.251/G-2, Sector-25, Pratap Nagar, Jaipur, Rajasthan. The location details are fully described in the Schedule 1 Part A.
- i. The Project has been registered with the Real Estate Regulatory Authority and the Project Registration Certificate No. is _____. This registration is valid for a period of 5 years ending with _____ unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.rera-rajasthan.in) of the Authority.
- j. 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.

M/s Sankalp Infraheights Pvt. Ltd.

For SANKALP INFRAHEIGHTS PVT. LTD.

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- k. The details of the number, type and Carpet Area of Apartment/Units for sale in the Said Project as required under Section 4(2)(h) of the Act are as per **Schedule 2 PART C**.
- l. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are specifically mentioned in Schedule 4.
- m. The Promoter has opened a separate account in Branch at Sahakar Marg of HDFC Bank (account number: _____) for the purpose as provided in sub-clause (D) of clause (l) of sub- section (2) of section 4.
- n. The Promoter retains full ownership, and all rights, title and interest in the Club house, which shall be treated as an independent unit which may be transferred by the Promoter to any other person or entity. The Allottee(s) will be free to avail the facilities of the club house by making separate payments to the concerned entity.
- o. The Allottee(s), being aware of the Project and details given above as well as in the brochure made available by the Promoter and/or on visiting the site of project, has applied for allotment and to purchase Apartment/Unit in the 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 Part B of Schedule 6.
- p. That the Allottee understands that the Seller is undertaking this project as per the applicable laws, notifications, rules and regulations applicable to the Land and also understands the limitations and obligations of the Seller in respect of it.
- q. The Allottee acknowledges that Seller has provided all the information and clarifications as required by the Allottee and that the Allottee has also relied upon his own judgment and investigation with respect to location, designs, specifications, price, availability of infrastructure, Government regulations, availability of finance and interest rates, market conditions, his/her ability to make timely payments etc. in deciding to apply for allotment and to purchase the Said Apartment/Unit and has not relied upon and is not influenced by any written or verbal representation and assurances, warranties, statements or estimates of any nature whatsoever made by its selling agents/brokers or otherwise including but not limited to any representations relating to the description, location or physical condition of the Said Project/Said Unit. The Allottee is also aware of the infrastructure status of the area, risk perceptions and price fluctuations which are related to real estate sector and Indian economy in general and this area in particular and is entering into this transaction after full understanding of all the factors, terms and conditions of this Agreement.

M/s Sankalp Infraheights Pvt. Ltd.

FOR SANKALP INFRAHEIGHTS PVT. LTD.



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- r. 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.
- s. 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;
- t. The Seller has accepted the request of the Buyer and has earmarked a Apartment/ Unit having aggregate built-up area in the Project Building "THE INDEX" and undivided proportionate right of using Common Area/ facilities such as use of common passage, staircase, lift, water and electrical arrangement (more particularly described in Schedule- 4 (Part A) attached herewith and shall be hereinafter referred to as the "Said Premises" for Total Sale Consideration as mentioned in SCHEDULE 6, subject to the terms and conditions hereinafter contained in this Agreement, as mutually agreed by and between the Parties hereto. The details of the floor plan of the Unit and Project is given in Schedule 4 part B.
- u. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/Unit and the garage/covered parking (if applicable) as specified in this agreement.

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

1. TERMS: -

- 1.1 Description of Unit: Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit more specifically given in the Schedule "4" hereunder.
- 1.2 Sale Consideration: The total price of the Unit based on Carpet Area is Rs. _____ is more particularly described in Part A of Schedule 6 hereunder.

Explanation:

- 1.3 The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Unit as mentioned in Part A of Schedule 6.
- 1.4 The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project

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payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment// Plot to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

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

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

- 1.5 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in Part A of Schedule 6 to be paid in the manner provided in Part B of Schedule 6 hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.6 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.
- 1.7 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/taxes/levies or introduction of new charges/levies/taxes 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/taxes 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 Said Project as per registration with the Authority, which shall include the extension of

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registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.8 The Allottee(s) shall be liable for all crists, charges and expenses in connection with the costs of the preparing, executing and registering of this Agreement or related agreements, conveyance or conveyances, transfer deeds, sub lease deed, sale deed and any other document or documents required to be executed by the Promoter for preparation and approval of such documents.
- 1.9 The promoter has represented to the allottee that the promoter will apply to PHED, Jaipur for supply of drinking water and also for LPG services. Actual consumption charges or Any increase in or decrease in the demand raised by Government shall be collected from the Allottees proportionality by the maintenance society or relevant department directly.
- 1.10 It is made clear by the Promoter and the Allottee agrees that the Apartment/Unit along with _____ (Two Wheeler / Four Wheeler) parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee.
- 1.11 Advance Payment: That the Allottee has paid a sum of as mentioned in Schedule 6 PART B (not being more than 10% of Total cost of Unit as provided in sub-section (1) of Section 13) to Promoter in the manner mentioned therein as advance against booking, the receipt of which, the Promoter do hereby acknowledge.

Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this Agreement, he shall be liable to pay interest at the rate prescribed under the act and Rules made there under. The Allottee is aware that the taxes including GST shall be payable in addition to the delay payment charges for delay in payment.
- 1.12 It is agreed that the Promoter shall make any addition and alteration as per prevailing building bye-laws and the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/Unit without the previous written consent of the Allottee(s) and further agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of Allottee(s) as required under Section 14 of the Act.

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

1.13 (Applicable in case of Apartment) The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, 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, then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the Unit, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments whether shall be made at the same rate per sq. ft. as agreed.

1.14 Subject to clause No. 9, the Promoter 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/Unit;
- (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 Promoter shall handover the common areas to the Maintenance Society/Agency in accordance with applicable laws.
- (iii) That the computation of the price of the Apartment/Unit includes recovery of price of land, construction of, not only the Apartment/Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrification, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas .
- (iv) To assess the extent of development of the said project and his unit, the Allottee(s) may visit the said project. However, the Promoter discourages such a visit by the 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 Promoter shall not in any way be held

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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 Promoter strictly prohibits the visit of children at construction site.

2. MODE OF PAYMENT:


Subject to the terms of the agreement and the Promoter 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 through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of **SANKALP INFRAHEIGHTS PVT. LTD.** RERA Account payable at Jaipur.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) 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 Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws.
- 3.3 The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Apartment/Unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment/Unit to the Allottee and the common areas and common facilities of the project to the Association of Allottee(s).

6. CONSTRUCTION OF THE PROJECT:

The Allottees has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/Unit 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 Promoter. The Promoter 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 Promoter 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 Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT/UNIT:

7.1 Schedule for Possession of the Said Apartment/Unit:

The Promoter agrees and understands that timely delivery of possession of the Apartment/Unit to the Allottee and the common areas and facilities of the Project to the Maintenance Society or Owner's Association is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/Unit along with ready and complete common areas and facilities of the Project with all specifications, amenities and facilities of the Project in place on or before 22.08.2026, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, which shall be assessed by the promoter, the promoter shall inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the Promoter shall refund to the Allottee(s)

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the amount received by the Promoter from the Allottee with interest within 45 days from the date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking Possession:

The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/ 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 Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of Apartment/Unit :

Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment/ Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment/ Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.

7.4 Possession of the Allottee:

After obtaining the occupancy certificate and handing over physical possession of the Apartment/Unit to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within 30 days after obtaining the completion certificate.

7.5 Cancellation by Allottee:

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The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

7.6 Compensation:

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Demised Premises in accordance with the terms of this Agreement, duly completed within the stipulated tenure; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/Unit/ Space, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

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

8. TAXES & LEVIES:

That in addition to the Sale/Purchase consideration of the Apartment/Unit, the Allottees shall bear all taxes, levies or assessments including lease money whether levied before or leviable now or in future on the Land and the Building as the case may be, falling due from the date of execution of this Agreement.

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the project Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the project Land for the Project;


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- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There is a loan sanctioned by ICICI Bank Limited on the project land specially mentioned in this agreement. The Promoter has provided NOC's from ICICI bank for the sale of the said property.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the Apartment/Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Apartment/Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Apartment/Unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment/Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment/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 Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/Unit along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for

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acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

10. EVENTS OF DEFAULTS AND CONSEQUENCES:

10.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events, namely: -

- (i) The Promoter fails to provide ready to move in possession of the Apartment/Unit 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/Unit or 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.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made there-under.

10.2 In case of default by the Promoter under the conditions listed above, Allottee (s) is entitled, subject to the condition that there is no default on the part of the Allottee (s) to the following:-

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

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

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

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- (i) In case the Allottee(s) fails to make payments for consecutive one demand (within 15 days from the date of issuance) made by the Promoter as per the payment plan, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.
- (ii) In case of default by Allottee(s) under the conditions listed above continues for a period beyond one consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/Unit in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the earnest Amount and the interest liabilities and this Agreement shall thereupon stand terminated:

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.
- (iii) The Allottee(s) may obtain finance from any financial institution bank or any other source 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) violation of any of the Applicable laws on the part of allottee

10.4 The Promoter' rights/ remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 10.3 above shall be as follows:

- (i) Upon occurrence of event of default mentioned in Clause 10.3(i) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- (ii) Upon occurrence of event of default mentioned in Clause 10.3(ii) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- (iii) Upon occurrence of event of default mentioned in Clause 10.3(iii) and (iv) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 10.4 (ii); Further in case of event of default under Clause 10.3(iii), till the time Promoter exercise the option to terminate this Agreement they shall be entitled to (a) recover interest as per Clause 10.4 (i) and (b) recover maintenance charges along with applicable taxes, from the date of issuance of Offer Letter and (c) recover holding/safeguarding charges @ 10/- Rs. per sq. feet of Super Built-up Area per month on the

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Total Payable Amount of the Unit; and(d) taxes mentioned in above Clauses (e) withhold registration of the Conveyance Deed of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 10.3(iii) and Allottee(s) hereby authorizes the Promoter for the same.

- (iv) The rights and remedies of Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement.

10.5 Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realized from such new allottee/buyer:

- (i) The Earnest Amount;
- (ii) All taxes, duties, cess, etc deposited by the Promoter to the concerned department/ authority in respect of the Unit;
- (iii) The delay payment charges paid/payable by the Allottee(s) to the promoter as per clause 10.4(i) and /or 10.4(iii) if applicable;

However, the promoter has sole discretion to waive the above mentioned charges.

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/UNIT/ PROJECT:

That the Promoter shall have the unfettered right and be entitled to form a Society with the main object to take over the responsibility of maintenance of Common Areas and Common Facilities and/or with such other object or purpose and in such manner and to such extent as the Promoter or its nominees may decide from time to time. The Buyer agrees and undertakes to abide by and comply with bye-laws and reasonable rules and regulation of such Society. After the Promoter hands over the management/ maintenance of the Common Areas and Common Facilities to the Society, it shall be the sole responsibility of such Society, to run and maintain the Common Areas and Common Facilities. The Buyer has to pay Interest free Maintenance security deposit (IFMSD) of Rs. _____/- on or before offer of possession or execution of sale deed (hereinafter referred to as "the Security Deposit"). The Buyer has agreed that:

- 11.1 The Buyer has paid Security Deposit to the Promoter before execution of Sale deed. The Promoter shall transfer Security Deposit in bank account (object of opening

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this Bank account is for deposition of Security Deposit only, no other transaction will be done and shall be operated by the Promoter) and after the formation of Society, the Security Deposit deposited herein above shall be transferred by the Promoter to the Society. If the Buyer causes any damage or loss to the Project, then the Buyer shall be liable to make good the losses without any sort of delay. However, if the Buyer fails to make good the losses or damage suffered by the Promoter then the Promoter shall be entitled to appropriate these losses or damages from the said Security Deposit.

- 11.2 **PAYMENT OF MAINTENANCE CHARGES:** The Buyer shall pay in advance to the Promoter/Society proportionate maintenance charges per month as may be determined by the Promoter/Society from time to time, in proportion to the area of the Demised Premises for the day to day maintenance of the Project including its Common Area and Common Facilities from the date of possession (as defined hereinabove).
- 11.3 The Buyer shall be required to pay such maintenance charges even if the Unit purchased remains unoccupied during the relevant period.
- 11.4 The operation of service and maintenance of the said Project shall be done in accordance with the Maintenance Agreement. The Allottee agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement. Till execution of Maintenance Agreement Buyer shall be bound to follow Maintenance Decisions taken by the Promoter or Maintenance Society.
- 11.5 The ALLOTTEE shall not raise any objection, if any changes or modifications are made in the draft bye laws as may be required by the registrar of societies or other competent authorities as the occasion may demand.
- 11.6 The Allottees hereby agrees that his/her right to use of Common areas and Facilities developed with said project or to be developed shall be subject to the timely payment of total maintenance charges and performances by the Allottees of all his/her obligations in respect of the terms and conditions specified under this Agreement as well as by the owners Association from time to time.
- 11.7 Allottees shall be bound by all the terms and conditions of the Agreement of Association, Bye-laws, maintenance agreement and Any other agreement entered by the owners Association and any decision taken by the owners Association as per its Bye-Laws.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect relating to such development shall be rectified till period of five years from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the units is caused by the Allottee (s) and

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M/s Sankalp Infraheights Pvt. Ltd.



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(Authorized Signatory)

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/or any reasonable wear and tear and/or any damage caused due to force majeure shall not be covered under defect liability period.

13. INDEMNIFICATION:

- 13.1 The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance 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 or damage directly attributable to the obligations of the Allottee(s) 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 Promoter 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 No. 21 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause No. 21 and/or (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).
- 13.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- 13.3 The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

14. 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 Promoter may have, the Promoter 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.

15. RIGHT TO ENTER THE APARTMENT/UNIT FOR REPAIRS:

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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 Apartment/Unit 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.

16. USAGE:

That the said ownership rights in the Apartment/Unit have been sold to the Allottee only for the specified purpose of being used as commercial / residential (for residence purposes) (as specified) Apartment/Unit subject to the specific condition that the Allottee shall have no right to use the Apartment/Unit for the workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes.. The Allottee has further specifically agreed that he shall not himself use or permit any other person to use the Apartment/Unit for the purpose other than that for which the Apartment/Unit is being sold to him. In the case of violation of this condition the Seller shall be entitled to take steps to enforce the conditions laid down in this clause apart from the Seller's right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the Seller may decide for restraining the Allottee from making a use prohibited by this Agreement.

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.

17. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/UNIT:

17.1 Subject to Term 13 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 said building Apartment/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 Apartment/Unit, and keep the said Apartment/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.

17.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement

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material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also did not change the color scheme of the 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 not store any hazardous or combustible goods in the Apartment/Unit 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 Apartment/Unit.

17.3 That the said ownership rights in the said Apartment/Units have been agreed to sold to the Allottee only for the specified purpose of being used as Residential/Commercial purpose which shall never be used for other purposes or for noisy, offensive, obnoxious, immoral or for any illegal purposes.

17.4 That the Allottee shall use the said Apartment/Unit only for the residential purpose/commercial purpose, as the case may be. Since the said project is a mixed project for Residential and Commercial activities and the Allottee is fully aware of this fact, hence the allottee have no objection on account of commercial activities on commercial parts of the building is being run; further the entries for both commercial and residential part of building is separate, specifically demarcated and identified.

That the building comprises three uses namely, Residential, Commercial & Club house and Service Apartment cum Hotel. Total 5 (five) lifts are proposed for all the floors respectively with dedicated lobbies for all uses. These facts are in knowledge of buyer who has given his/her/their tacit and unconditional consent not to object for the same for any reason whatsoever.

17.5 The Allottee shall not cause hurdle or cause nuisance in the residential part/commercial part, as the case may be of the building by impairing or hampering legal and authorized commercial activities.

17.6 That the ALLOTTEE may, however, make suitable changes in the said Unit as provided hereinafter without causing damage or harm to the structure of said Unit & architectural aspect thereof but only with the prior approval/consent of the Promoter in writing.

17.7 The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter on behalf of the Unit owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Company for this purpose.

There will be separate maintenance society for residential and commercial units. After formation of society, all the necessary documents and related accounting shall be handover to the society. All the terms and conditions will be governed by the maintenance agreement executed between the parties.

17.8 The Promoter shall facilitate the electricity connection for the said Apartment/Unit and Allottee shall be required to maintain separate electric connection for the said

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Unit in his own name from the Jaipur Vidyut Vitran Nigam Limited or any other electricity company and the entire cost of the electric meter and its fixation charges, and other fittings shall be borne by him. The ALLOTTEE has further undertaken and agreed that he shall use electric connection for the purpose of lighting in the said Unit and that he shall not give or allow any electric connection to any other person for use in any other space or premises other than the said Unit. However, cabling, MCB main switch will be provided by the Promoter.

- 17.9 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.
- 17.10 The Allottee(s) shall be liable to pay from the date of completion certificate, house-tax, property-tax, fire-fighting tax or any other fee, 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(s) in proportion to the Carpet Area of Unit.
- 17.11 Any expenses or costs are mentioned to be borne or paid proportionately by the Buyer, the portion of the amount payable by the Buyer shall be in proportion of the chargeable area of the Buyer to the aggregate chargeable area of the Project and the said proportionate area shall include the proportionate areas of the total common area constructed and completed in the Project.
- 17.12 That the Allottee hereby covenants with the Seller to pay from time to time all the amounts which the Allottee is liable to pay, including any amount raised on account of any alteration and additions of area in the unit which shall be charged as per the actual area of the said unit/apartment, under this Agreement and to observe and perform all the terms and conditions contained in the Agreement and to keep the Seller and its agents and respective estates and effect, indemnified and harmless against the payments under this Agreement and observance and performance of the terms and conditions mentioned herein and also against any loss or damages that the Seller may suffer as a result of non-observance or nonperformance of the said terms and conditions, except in so far as the same are to be reserved and performed by the Seller. The timely payment by the Allottee shall be the essence of the agreement.
- 17.13 That subject to timely payment of all & any amounts and dues under this Agreement and performance of the terms of the Agreement and stipulations on the part of the Allottee herein contained, the Allottee shall peacefully hold and enjoy the Apartment/Unit without any interruption by any person rightfully claiming under or in trust for the Seller.

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

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

19. ADDITIONAL CONSTRUCTIONS:

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

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment/Unit, 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 for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/Unit, Building.

21. BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar Jaipur as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

22. 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/Unit/Space / Building, as the case may be.

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

24. CLUB HOUSE FACILITIES/SERVICE APPARTMENTS CUM HOTEL:

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(Buyer/s)

The Promoter shall design a clubhouse with facilities consisting of a Multi-purpose Hall, Library, Well equipped Gymnasium, Indoor Games, Swimming Pool & Kids Play area. The club house shall be run and maintained exclusively by the Promoter or Maintenance Agency (its sole discretion of the promoter). The Promoter shall be entitled to make the rules and regulations for use of club facilities and the Allottee undertakes to abide by such rules and regulations.

That it is clarified that the Club House and its facilities will not form part of Common Area. It is clarified that the club usage shall not be limited to only the occupants of the but may be open to external membership. The Club House shall be managed & maintained by the Promoter. The Promoter shall be responsible for the management of Club as per best standards of other similar clubs and shall determine Annual Membership fees and user charges from time to time. The Promoter shall be entitled to make rules and regulations for use of club facilities and the Buyer undertakes to abide by the same and pay annual membership fees and user charges (if any).

The Club House membership will be optional and outsider can also become take membership of the club. The Allottee shall be entitled to use the Clubhouse subject to payment of operation charges, usage charges etc. in respect of the Club House as decided by the Promoter from time to time along with applicable taxes and subject to the terms and conditions of the Sale Deed executed in favour of the Allottee and the bye-laws of Club House. Any Allottee being a defaulter in terms of paying usage charges/ maintenance charges against the services availed in the club house shall not be allowed to use the services and facilities of the club house and the decision of The Promoter shall be final in such an event.

The Club Membership fees shall be Rs. _____/- (plus GST or any other taxes as applicable) shall be paid by the Allottee(s) as per payment plan. Here it is pertinent to mention that allotment of club membership is the sole discretion of the promoter or the agency/Company operating on behalf of the promoter and none of the allottees can claim it as a right.

25. ASSIGNMENT:

The Allottee shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The nominee(s) shall be bound by the terms and conditions of this Agreement. The allottee assures that the promoter shall not be liable on any account, whatsoever, in respect of any transaction between the allottee and his / her nominee(s). It is distinctly understood by the allottee that upon such transfer, the allottee shall no longer be entitled to any privileges and facilities, if any, available in the said Apartment/Unit arising from the allotment of the said Apartment/Unit. The terms and conditions of this Agreement shall be binding upon the nominee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

In case the Allottees want to transfer the rights under the Agreement to Sell after obtaining prior written consent of the Promoter to his/her spouse/children/parents and HUF, the

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Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the existing allottee of the Apartment/Unit shall be liable to pay Transfer Fee of Rs. 150/- (Rupees One Hundred Fifty only) per Sq Ft (plus GST or other applicable taxes) of the Apartment/Unit to the Promoter for each subsequent transfers. The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

The Allottees and the persons to whom the Apartment/Unit is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and / or its nominee may ask it to do from time to time which are required under the Act. Such transfer shall be done only after receipt of No Objection Certificate from the Promoter/ Maintenance Society. In case any government taxes, cess, levy, duty is payable in such respect, the Allottee shall be solely liable to pay such government taxes, cess, levy, duty etc.

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

27. BROKERAGE:

In case the Allottees(s) has to pay any commission or brokerage to any person or services rendered by such person to the Allottees whether in or outside India for acquiring the said unit for the allottees the promoter shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of Sale price agreed to be payable to the promoter for the said unit.

28. WAIVER NOT A LIMITATION TO ENFORCE:

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

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.

29. 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,

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such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to the conform to the Act or the Rules and Regulations made 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.

30. 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/Unit bears to the total carpet area of all the Apartment/Units in the Project.

31. 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.

32. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concern Sub-Registrar.

33. NOTICES:

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

Name	M/s Sankalp Infraheights Pvt. Ltd.	Mr./Mrs.
Address	E-123-124, Behind IOC Petrol Pump, Sahakar Marg, Jaipur, Rajasthan-30200	
Contact No.	0141-2740007	
E-mail ID	crm@sankalpbuilder.com	

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

34. JOINT ALLOTTEE:

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

35. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the Apartment/Unit, Space or building, as the case may be, prior to the execution and registration of the agreement for sale for such Apartment/Unit, Space or building, as the case may be, shall not be construed to limit the rights and interests of the allottee or the promoter under the agreement for sale, under the Act, the rules or the regulations made thereunder.

36. 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 the time being in force.

37. LOAN FACILITY:

In case the Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Apartment/Unit applied for, the Promoter shall facilitate the process subject to the following -

- a. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- b. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per the payment schedule, shall be ensured by the Allottee, failing which, the delay payment clauses shall be applicable.

38. DISPUTE RESOLUTION:

- 38.1 Any dispute, difference, controversy or claim ("Dispute") arising between the parties out of or in relation to or in connection with this Agreement, of the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities there under, or as to any act, matter or thing

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arising out of, consequent to or in connection with this Agreement, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "Arbitration Act").

- 38.2 Subject to Clause 37.1, the dispute shall be settled in the manner as provided under the act.
- 38.3 In case of non-compliance of any obligation cast upon the promoter or the allottees as the case may be under the act or rules and regulations made thereunder or this agreement, the aggrieved party may approach the regulatory authority for relief in the manner as provided under the act.

SCHEDULE - 1

DESCRIPTION OF THE BUYER/ ALLOTTEE

Mr./Mrs. _____
S/o- _____
Aged about _____
Resident of _____
Aadhar No. _____ PAN No. _____

Please affix your
photograph here and
sign across the
photograph

Jointly with

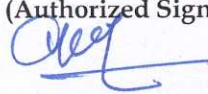
Mr./Mrs. _____
S/o- _____
Aged about _____
Resident of _____
Aadhar No. _____ PAN No. _____

Please affix your
photograph here and
sign across the
photograph

[Hereinafter jointly and severally referred to as the "ALLOTTEE(s)" which expression shall unless repugnant to the context or meaning thereof be deemed to include his / her / their legal representative(s), administrator(s), executor(s), successor(s) and permitted assign(s)]

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SCHEDULE-2PART A(DETAILS OF LAND AND LOCATION OF THE SCHEDULED LAND)

In North : Road
 In South : Other's Land
 In East : Road
 In West : Road

And measuring

North to South (Eastern Side) :
 North to South (Western Side)
 East to West (Northern Side)
 East to West (Southern Side)

Latitude/ Longitude of the end points of the Project

In North :
 In South :
 In East :
 In West :

PART BDESCRIPTION OF BUILDING


All that main of "THE INDEX" construed on the aforesaid land situated in Plot No.251/G-2, Pratap Nagar, Sanganer, Jaipur, Rajasthan-302033, having a total area of 3587.91 Sq. Mtr.

PART CDESCRIPTION OF UNIT

The Allottee has applied for an apartment in the Project on dated _____ and has been allotted Apartment/Unit No. _____ having carpet area of _____ Square Feet, type _____ on _____ floor in "THE INDEX"

SCHEDULE-3(LAY-OUT PLAN OF THE PROJECT)

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SCHEDULE-4

PART A

[Description of the Apartment and Covered Parking (if applicable) along with boundaries in all four directions]

S. No.	Particulars	Details
1	Unit. No.	
2	Floor	
3	Unit Type	
4	Parking Type	
5	Carpet Area (In Sq. Ft.)	
6	Balcony Area (In Sq. Ft.)	
7	Built-up Area (In Sq. Ft.)	
8	Super Built-up Area (In Sq. Ft.)	

PART B

FLOOR PLAN OF THE APARTMENT/UNIT IN THE SAID PROJECT

SCHEDULE-5

(DETAILS OF COMMON AREAS, FACILITIES AND AMENITIES OF THE WHOLE PROJECT)
COMMON AREA & COMMON FACILITIES

- 1. Staircase on all the floors.
- 2. Lift well, lift, lift machine room.
- 3. Passage meant for common use.
- 4. Water pipes and other common plumbing installations from overhead/underground tanks for supply of water.
- 5. Pump room.
- 6. Electrical wiring, meters and fittings (excluding those as are as installed for any particular unit).
- 7. Electrical Panel.
- 8. Drainage and Sewers.
- 9. Driveways.
- 10. Lights and electrical fittings of aforesaid common areas.
- 11. Transformer
- 12. Common Toilets.

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- 13. Tube well
- 14. Guard Room
- 15. D.G. Set for common areas
- 16. Boundary Wall

SCHEDULE-6

PART A

DESCRIPTION OF TOTAL PRICE OF UNIT:

S. No.	Particulars	Amount (In Rs.)
A	Basic Sale Consideration	
B	GST/Taxes on Basic Sale Consideration (GST will be applicable as per the government. norms)	
C	Total (A+B)	
D	Additional Charges	
i)	H.T. Line Charges/Electrification Charges	
ii)	Club House Membership Fees	
iii)	Infra Development Charges	
iv)	Maintenance Deposit (IFMSD)	
v)	Gas Pipeline Charges (if applicable)	
E	GST on Additional Charges (GST will be applicable as per the government. norms)	
F	Total Price (C+D+E)	

PART B

ADVANCE PAYMENT: The Allottee has paid an amount of Rs._____-/- (Rs._____) excluding tax to the Seller in the following manner as Sale Consideration, the receipt of which, the Seller do hereby acknowledge.

S. No.	Dated	Cheque No/ Transfer	Drawn On	Basic Amount	GST (on basic)	Total Amount
Total						

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(Authorized Signatory)

(Buyer/s)

BALANCE PAYMENT SCHEDULE: The Allottee hereby agrees to pay the balance Basic Sale Consideration of Rs. _____/-(Rs. _____ Only) (excluding GST) which shall be payable in installments in the following manner :

CONSTRUCTION LINKED PAYMENT PLAN		
S. No.	Description	Amount (In %)

SCHEDULE-7

SCOPE AND MEANING OF MAINTENANCE

1. All costs of maintenance, operating, replacing, white washing, painting, rebuilding, construction, decorating, re-decorating and lighting for common areas and also the outer walls of the building and parking spaces.
2. The salaries, perquisites and allowances on all persons employed for the aforesaid purposes.
3. Insurance premium for insuring the building common areas against earthquake, fire, lighting mob, damage, civil commotion 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 and regulations on the land and building and common area. Apart from the above mentioned taxes any other tax which may be levied in future and any future demand which may be raised by PHED, RSEB or any other concerning authority will be divided proportionally amongst the unit holder.
6. Cost and charges of establishment for maintenance of the building and for watching the ward staff.

M/s Sankalp Infraheights Pvt. Ltd.

For SANKALP INFRAHEIGHTS PVT. LTD.

(Authorized Signatory)

Authorised Signatory

(Buyer/s)

7. The office expenses incurred for maintaining the office for maintenance of the common area.
8. All other expenses and outgoing as are deemed by the Seller/ Maintenance Agency to be necessary or incidental and to regulate interest and the rights of the buyers.
9. Lighting and scavenging of common areas such as Corridors, passages, halls, lobbies, staircases, Common part of roofs, basements, shaft and the precincts.
10. Operation and maintenance of lift.
11. Services of plumber to attend leaking pipes, cistern, choked pipes, and siphon defects etc.
12. Maintenance of the common bathrooms/toilets.
13. Horticultural work.
14. Maintenance of the fire-fighting equipment. (if any)
15. Repair and replacement of capital goods, equipment and installations like submersible pumps, electric cables, pipes, sewer lines, water mains, main water tanks, panels, main holes etc.
16. Cleaning and up keeping of all common areas.
17. Payment of consumption expenses of Electricity, water and other consumables pertaining to common areas.
18. To pay expenses, in case any additional facility / service of common use of residents are required to be installed in proportion as may be decided by the Seller/ Maintenance Agency

SCHEDULE-8

(SITE PLAN OF THE WHOLE PROJECT)

SCHEDULE-9

(Copies of notice advertisements, brochure and prospectus with regard to Specifications, facilities, amenities, internal/external development works etc. circulated by the Promoter at time of booking of Units in the Project)

ANNEXURE 1

(DETAILED PLAN OF DEVELOPMENT WORKS TO BE UNDERTAKEN)

The Promoter has conceived a detail plan of following development works to be developed in the said Project:-

- i. **Fire Fighting Facilities-** Fire Fighting equipment/ facilities will be provided in the said project as per the NBC guidelines.
- ii. **Water Supply-** The government of Rajasthan is making a policy for supply of water in the multi-storey buildings. As and when the policy will be implemented,

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(Buyer/s)

the owner's association of the building will take water connection. Till then underground water will be used for drinking and other purposes.

- iii. **Emergency Evacuation Services-** It will be provided in the said project as per NBC guidelines of appropriate width.
- iv. **Electrical Supply-Electricity/power** shall be supplied by JVVNL.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

FOR SANKALP INFRAHEIGHTS PVT. LTD.

For SANKALP INFRAHEIGHTS PVT. LTD.

(Authorized Signatory)

SIGNED AND DELIVERED BY THE WITHIN NAMED

(_____) (_____)

(First Allottee) (Second Allottee)

WITNESS :

1.

Name: _____

S/o or D/o _____

R/o _____

For SANKALP INFRAHEIGHTS PVT. LTD.

M/s Sankalp Infraheights Pvt. Ltd.

(Authorized Signatory)

(Buyer/s)