

AGREEMENT FOR SALE

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

Affix Color
photograph
of Signatory
of Promoter
with
Signature
across the
photograph

THIS AGREEMENT FOR SALE ("Agreement") is executed at _____ on this _____
day of _____ Two thousand and _____.

BY AND BETWEEN

M/s BRIJHARI HOMES LLP (LLP Identification No. AAQ-0229) an LLP incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at F-118, Janpath, Shyam Nagar, Ward No. 23, Jaipur Rajasthan and its PAN is AAVFB2254J, represented by its authorized partner Mr. Nishant Agarwal (Aadhar No. 691641767486) and Govind Prasad Agarwal (Aadhar No. 258232329830) duly authorized vide authority letter, (Copy enclosed) (hereinafter referred to as the "Promoter"), (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees in interest) of the ONE PART.

AND

[if the allottee is an individual]

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

OR

For BRIJHARI HOMES LLP

Nishant Agarwal
Designated Partner

[if the allottee is a partnership firm]

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

OR

[if the allottee is a company]

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

OR

[if the allottee is HUF]

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

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

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

INTERPRETATIONS/DEFINITIONS

I. -In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-

a) "Act" means the Real Estate (Regulation and Development) Act, 2016.

For BRIJHARI HOMES LLP


Designated Partner

- b) "Built-up area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or uncovered, 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;
- c) "Interest" means the interest payable at the rate specified in rule 17 of the rules of RERA.
- d) "Para" means a Para of this Agreement;
- e) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
- f) "Regulation" means the Regulation made under the RERA Act.
- g) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
- h) "Schedule" means the Schedule attached to this Agreement.
- i) "Section" means the section of the Act.

II. 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 Chief Minister Jan Awas Yojna 2015 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT:

- A. The Promoter is in lawful possession of the Khasra no. 1336/306 situated at Nindar Mod, Sikar Road, Village Macheda, tehsil Amer, district Jaipur with a total area admeasuring of 9758.06 square meters (hereinafter referred to as 'Land' and more fully described in the **Scedule-A**).
- B. The Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land. M/s Brijhari Homes LLP through its Partner Mr. Nishant Agarwal applied in JDA, Jaipur regarding conversion of said land use in 91-A. After that, JDA issued a Letter No. LU2012/JDA/2019-20/100309 dated 04-11-2019 for above land use under 90-A for residential use in favour of M/s Brijhari Homes LLP through its partner Mr. Nishant Agarwal. After that, JDA, Jaipur issued Residential Plot group housing Ekal Patta (under provison 3A of CM Jan Awas Yojna 2015) Lease Deed No. D-11859 dated 03-02-2020 for Khasra No. 1336/306 at Village Macheda, Tehsil Amer, Distt. Jaipur, admeasuring 9758.06 square meter in favour of present owner M/s Brijhari Homes LLP through its Partner Nishant Agarwal, the said lease deed is duly registered in the office of Sub-Registrar, Jaipur-VII on

04-02-2020 as Book No. 1, Volume No. 576 at Page No. 150, Serial Number 202003021101040 and the copy of deed filed in Additional Book No.1, Volume No. 2305 at Pages 21 to 45.

- C. The said land is earmarked for the purpose of residential project, comprising Ground+12 Floor multistoried apartment buildings and the said project shall be known as **'GOVINDAM TOWER'** ("Project").
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- E. As per the provisions of Chief Minister Jan-Awas Yojna 2015, project architect Mr. Shri Krishan Sharma (Reg. No. CA/99/25451) has granted the commencement certificate to develop the project vide its approval letter dated 5th February 2020
- F. There are no encumbrances on the said land.
- G. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as **'GOVINDAM TOWER'**, (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/ plots/ buildings 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 9758.06 square meters situated at Khasra no. 1336/306 situated at Nindar Mod, Sikar Road, Village Macheda, tehsil Amer, district Jaipur and latitude & longitude of the end points of the Project are _____ respectively. The location details are fully described in the **Schedule-A**.
- H. The Project has been registered with the Real Estate Regulatory Authority on(date) and the Project Registration Certificate No. is This registration is valid for a period of _____commencing from.....and 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.
- I. The Lease Deed (Patta) of _____ the Project (whole Project) has been sanctioned vide No. D-11859 dated 03-02-2020 by the Jaipur Development Authority under Chief Minister Jan Awas Yojna 2015, Provision-3A and copy of which is enclosed as Schedule-B.