



राजस्थान RAJASTHAN

BB 546641

TO WHOMSOEVER IT MAY CONCERN

I **Rajesh Jain S/o Shri. Bhagchand Jain** Age 38 yrs. Address **E-44, Lal Bahadur Nagar, Ramjipura, JLN Marg, Jaipur, Rajasthan-302017** Designated Partner 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 "AMULYA" is in accordance to the Form-G of Rajasthan Real Estate (Regulation & Development) Rules, 2017.
2. That none of terms and conditions of the Agreement to sale presented by us violate the law 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 future the deponent will be responsible for it.

Thanking You,
Yours Sincerely,

For Sparkler Developers LLP
For SPARKLER DEVELOPERS LLP

ATTESTED

OM PRAKASH SHARMA
Notary Public
JAIPUR City (Raj.) INDIA

Rajesh Jain
Designated Partner
DPIN:05101605

AGREEMENT FOR SALE



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

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

BY AND BETWEEN

Sparkler Developers LLP (LLP Identification No. **AAQ-8968**), a limited liability partnership duly incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at E-44, Lal Bahadur Nagar, Ramjipura, JLN Marg, Jaipur, Rajasthan- 302017 through its designated partner Mr. Rajesh Jain, age 38 years, S/o Shri Bhag Chand Jain (Aadhar No. xxxxxxxx7397), duly authorised vide board resolution dated 11.12.2020, [hereinafter referred to as the "**Promoter**" which expression shall unless the context otherwise requires include its successor(s) and permitted assign(s)];

AND

Mr./Ms./Mrs. _____ (Aadhar No. _____),
Son/Daughter/Wife of Mr. _____, R/o _____ (PAN
_____) jointly with Mr./Ms./Mrs. _____, Son/Daughter/Wife
of Mr. _____ (Aadhar No. _____), R/o _____ (PAN
_____) ; [hereafter singly/jointly 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), administrator(s), executor(s) & permitted assignee(s)].

The "**Promoter**" and the "**Allottee(s)**" shall hereinafter be collectively referred to as
"**Parties**" and individually as "**Party**", as the context may require.

For **SPARKLER DEVELOPERS LLP**

Designated Partner

INTERPRETATIONS/DEFINITIONS

1. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-
 - a) **“ACT”** means Real Estate (Regulation & Development) Act, 2016.
 - b) **“BUILT-UP AREA”** means the sum of area of the Apartment or flat/Unit. It shall include area encompassed within the walls of Apartment or flat/Unit, all balconies, whether covered or uncovered, and thickness of wall. In case there be common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area.
 - c) **“INTEREST RATE”** means the State Bank of India highest marginal cost of lending rate plus two percent as per the Act and Rules
 - d) **“PARA”** means Para of this Agreement.
 - e) **“MAINTENANCE SOCIETY”/ “RESIDENTS WELFARE ASSOCIATION”** shall mean society, association or a co-operative society, as the case may be, formed by the owners of Apartments in the Project (as defined below), that may be formed under sub-section 4 (e) of section 11 of the Act, for the purpose of maintaining the Common Areas and Facilities of the Project.
 - f) **“REGULATION”** means regulations made under the Act;
 - g) **“RULES”** mean 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.
 - j) **“APARTMENT”** shall mean a flat/unit in the Project intended and/or capable of being independently and exclusively occupied and intended to be used for residential purpose.
 - k) **“APPROVED PLANS”** shall mean the plans and designs of the of the Project (*defined hereinbelow*), which has been duly approved by the local authority in full, including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with applicable laws.
 - l) **“AUTHORITY”** shall mean the Real Estate Regulatory Authority.
 - m) **“CANCELTION AGREEMENT”** means the agreement which is required to be executed and registered at the cost of Allottee(s), if the Allottee(s) or Promoter decide to cancel/withdraw the allotment of Unit as per the terms and conditions of this Agreement.
 - n) **“CARPET AREA”** means the net usable floor area of the Unit (*as defined hereinbelow*), excluding the area covered by the external walls, exclusive balcony or verandah area, areas under services shafts and exclusive open terrace area, but includes the area covered by the internal partition of the Apartment/Unit. Explanation. 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 the 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 the Unit, meant for the exclusive use of the Allottee(s);
 - o) **COMMON AREAS AND FACILITIES OF THE PROJECT**: shall mean such common areas and facilities in the Project, including the Project Land, which are meant for common

For SPARKLER DEVELOPERS LLP

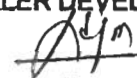

Designated Partner

use and enjoyment of all the allottees of the units in the Project and more particularly described in **Schedule-II** attached hereto.

- p) **"CONVEYNACE DEED"** in respect of the Unit shall mean written instrument executed between the Promoter and the Allottee(s) through which the ownership of the Unit is transferred in favour of Allottee(s) by the Promoter, subject to and in accordance with the terms of this Agreement.
- q) **"EARNEST AMOUNT"/ "BOOKING AMOUNT"** shall mean 10% of the Basic Sale Consideration of the Unit.
- r) **"MAINTENANCE CORPUS FUND"** shall mean interest free maintenance deposit payable by all the allottees at the time of offer of possession of unit/apartment towards creating corpus for the Residents Welfare Association, which shall be utilized for maintenance of Common Areas and Facilities of the Project.
- s) **"IFMD"** shall mean interest free maintenance deposit of Rs. _____/- (Rupees _____ only) calculated @ Rs. _____ per sq. ft of the Unit on Super Built Up Area of Unit, payable by the Allottee to the Promoter in addition to Total Price, as per Schedule-E attached hereto, which shall be remitted to Maintenance Society at the time of takeover of Common Areas and Facilities of the Project by Maintenance Society.
- t) **"OFFER LETTER"** shall have the meaning ascribed under Clause 7.2 of this Agreement.
- u) **"TOTAL PRICE"** shall mean the total sale consideration of the Unit as mentioned in clause 1.2 below and is more particularly described in Schedule-E attached hereto, at which the Allottee(s) has agreed to purchase the Unit and the Promoter has agreed to sell the Unit. Further, notwithstanding anything mentioned in clause 1.2 (ii), Total Price excludes GST applicable on the Total Price and all other amounts payable by the Allottee to the Promoter as per this Agreement, which the Allottee shall be liable to pay in addition to Total Price.
- v) **"PAYMENT PLAN"** shall have the meaning ascribed under Clause and provided under Schedule-E of this Agreement.
- w) **"PROJECT LAND"** shall mean land admeasuring 15,400.00 sq. mtr. corresponding to Khasra No. 171 and 173, 174, 175, 176, 177 and 178 situated at Gram Teelawala (Jagatpura), Teh. Sanganer, Jaipur -302033 (Rajasthan) approved for residential group housing use, upon which the Project would be developed and more particularly described in **Schedule A** attached hereto.
- x) **"PROJECT"** shall mean the group housing project known as "AMULYA" in the format of G+3 structure, being constructed and developed upon the Project Land as per the Approved Plans, after obtaining all the necessary permissions and approvals in accordance with Applicable Laws.
- y) **"UNIT"** shall have the meaning ascribed in Recital FF. Unit is further described in **Schedule-D** attached hereto.

2. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 or in Rajasthan Municipality Act, 2009 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

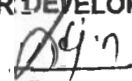
For SPARKLER DEVELOPERS LLP



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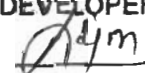
WHEREAS THE PROMOTER DECLARE THAT:

- A. The Promoter is the lawful owner and in possession of the land admeasuring of 15,400.00 sq. mtr. bearing khasra nos. 171 and 173, 174, 175, 176, 177 and 178, located at Gram Teelawala (Jagatpura), Tehsil Sanganer, Jaipur- 302033 (Rajasthan) (more particularly detailed in **Schedule-A** attached hereto and hereinafter referred to as “**Project Land**”).
- B. The Promoter has legal title to the Project Land with legally valid documents and is lawful owner of the Project Land.
- C. That an Ekal Patta (lease deed for 99 years) dated 05.10.2016 (“**Ekal Patta**”/ “**Lease Deed**”) under Provision 3A of the Mukhya Mantri Jan Aavas Yojna, 2015 was executed by JDA in favour of Hemang Constructions Pvt. Ltd., a company incorporated under the provisions of Companies Act, 1956 having its registered office at D-24, Lal Bahadur Nagar, JLN Marg, Jaipur, Rajasthan-302017 (hereinafter referred to as “**Hemang Constructions Pvt. Ltd.**”) in respect of Land admeasuring 15400 sq. mtr. corresponding to khasra nos. 171, 173-178, which was registered with Sub-Registrar-Sanganer-II on 06.10.2016 at book no. 1, vol. no. 350, page no. 2, serial no. 201603025104885 and additional book no. 1, vol. no. 1396 and page no. 229 to 242. Subsequently an addendum to Ekal Patta dated 18.09.2017 (“**Addendum**”) was executed by JDA in favour of the Hemang Constructions Pvt. Ltd. for change of Ekal Patta under Mukhya Mantri Jan Aavas Yojna, 2015 to regular residential group housing development use, which was registered with the Sub-Registrar, Sanganer-II on 13.10.2017 at Sr. No. 201703025103206 Book No. 1, Volume No. 369, Page No. 42 and in Additional Book No. 1, Volume No. 1473, Page No. 57 to 67.
- D. Subsequently, Hemang Constructions Pvt. Ltd. was converted from a private limited company to a limited liability partnership firm as Hemang Construction LLP and a Certificate of registration on conversion of Hemang Construction Private Limited to Hemang Construction LLP dated 17.10.2019 was issued by Ministry of Corporate Affairs (“**MCA**”) with LLP Identification No. AAQ-8351.
- E. Pursuant to conversion of the Hemang Constructions Pvt. Ltd. into LLP, all the properties of the Hemang Constructions Pvt. Ltd., including the Project Land were transferred and vested into the LLP i.e. Hemang Construction LLP and JDA vide its letter dated 11.11.2019 accepted the name transfer of Project Land from Hemang Construction Private Limited to Hemang Construction LLP pursuant to certificate of incorporation dated 17.11.2019 issued by MCA.
- F. Thereafter, the Promoter purchased the Project Land vide sale deed dated June 29, 2020 from Hemang Construction LLP (LLP Identification No. AAQ-8351), a limited liability partnership duly incorporated under the provisions of the Limited Liability Partnership Act, 2008, which was registered with Sub-Registrar Jaipur-VII on 30.06.2020 at book no. 1 vol. no. 591 serial no. 202003021104004 page no. 114 and additional book no. 1 vol. no. 2364 and page no. 237 to 251. Accordingly, the Promoter become the owner of the Project Land and is on possession of the same.
- G. The Project Land is earmarked for the purpose of development of the residential group housing Project known as “**AMULYA**” comprising of Apartments and Common areas and Facilities of the Project in the form of G+3 structure as per the applicable laws.
- H. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Promoter regarding the Project Land on which the Project is being developed have been completed.

For SPARKLER DEVELOPERS LLP

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- I. The JDA has been informed about the commencement of the Project vide dated
- J. The Project Land is free from all encumbrances.
- K. The Promoter has planned and is in the process of constructing and developing Project upon the Project Land after getting necessary permissions/approvals from competent authorities. The location details of the Project being developed upon Project Land is fully described in **Schedule A**.
- L. The Project has been registered with the Real Estate Regulatory Authority (“**Authority**”) on [.....] and the Project's registration no. is [.....]. This registration is valid up to [.....], unless renewed by the Authority. The details of the Promoter and the Project are also available on the website (rera.rajasthan.gov.in) of the Authority.
- M. Layout Plan of the Project has been approved by the Jaipur Development Authority, Jaipur vide its Letter No. JDA/2020-21/BPAS/206 dated 11.12.2020. A copy of the approved Layout Plan/Site Plan is enclosed herewith and marked as **Annexure- I**
- N. Approval of specification of the project and permission of building construction under the relevant legal provision passed by competent authority.
- O. The Promoter agree and undertake that it shall not make any changes to Approved Plans of the Unit/Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- P. The details of Site Plan and Floor plan of the Unit No..... of the Project is given in **Annexure-II** and **Annexure-III** respectively.
- Q. The details of plan of development work to be executed in the proposed Project and proposed facilities described in have been specifically provided in **Schedule-G** attached hereto
- R. The details of salient features of the Project have been specifically provided in **Schedule- B** attached hereto.
- S. The details of other external development work to be taken for the Project have been specifically provided in **Schedule- K** attached hereto
- T. The details of specifications of material used in construction of the Project have been specifically provided in **Schedule- L** attached hereto
- U. The stage wise time schedule for completion of Project, have been specifically provided in **Schedule- J** attached hereto.
- V. Temporary fire NOC for the Project (will be accorded in due course of time).
- W. The NOC of Airport Authority of India for height clearance for the Project (will be accorded in due course of time).
- X. Environmental clearance from the department concerned for the Project (will be obtain in due course of time).
- Y. Public Health and Engineering Department NOC for developing the Project (will be obtain in due course of time).
- Z. The Promoter has opened a separate **Account No.** in **AXIS BANK LIMITED IFSC Code UTIB0000433** branch **SANGANER, JAIPUR** for the purpose of covering the cost of

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construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.

- AA. The Allottee(s) after going through/understanding all the details, title documents, plans, standard of material used/to be used, nature, location and vicinity of the Project, time for completion of the Project, etc. and details given above, has applied for allotment and purchase of Unit being developed in the Project *vide* its application form no. _____ dated _____ (“**Application Form**”). The Allottee(s) has also deposited a sum of Rs. _____ (Rupees _____ only) (hereinafter referred to as “**Booking Amount**”) as a deposit for booking of Unit, which is not more than 10% of Total Price of Unit (as defined below) and agrees to make timely and complete payments of the balance of Total Price of Unit (as defined in Clause 1.2 of this Agreement herein-below) as well as other dues under this Agreement as per terms and conditions of this Agreement.
- BB. The Allottee(s) has seen and has satisfied him/her/them self-regarding the location and current status of the Project prior to the execution of this Agreement. The Allottee(s) has also undertaken inspection of the plans for construction of the Project/Unit and all the documents referred to in this Agreement and the Allottee(s) stands fully satisfied with the layout of the Project/Unit and the standard of material being/to be used for construction of the Project/Unit.
- CC. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the applicable law, rules, regulations, and notifications etc. applicable to the Project
- DD. 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
- EE. 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(s) hereby agrees to purchase the Unit.
- FF. On application, as aforesaid, the Allottee(s) has been allotted the following Unit in the Project:
- (i) Unit No. _____ ;
 - (ii) Floor No.: _____ ;
 - (iii) Block No.: _____ ;
 - (iv) Carpet **Area of** _____ sq. ft. and exclusive balcony area of _____ sq. ft.;
 - (v) Built Up Area _____ sq.ft.
 - (vi) Super Built Up Area _____ sq. ft.
- and pro rata share in Common Areas and Facilities of the Project (more particularly described in the **Schedule-I** attached herewith and the layout plan of which is annexed herewith as **Annexure-I** and hereinafter referred to as “**Unit**”).
- GG. The details of floor plan of the Unit and Project is given in **Annexure-III**.
- HH. The Allottee(s) has represented and assured the Promoter that the information, documentations, affidavits and assurances given by the Allottee(s) in and along-with the Application Form are true and agrees to faithfully abide by all the terms, conditions and stipulations in letter and in spirit as contained in Application Form and this Agreement.

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

For SPARKLER DEVELOPERS LLP



Designated Partner

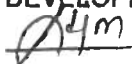
1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit.
- 1.2 The Total Price for the Unit based on the carpet area is Rs.(In words Rupees.....only).

Block No.----	Rate of Unit per Sq. Feet
Unit No.	
Type	
Floor	
Total Price of Unit (In Rupees)	

Explanation:

- (i) The Total Price of Unit above includes Booking Amount of Rs. ____/- (Rupees _____ only) paid by the Allottee to the Promoter towards the said Unit as mentioned in para AA above.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of the handing over the possession of the Unit to the Allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate.
- Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification.
- Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee
- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule-E** attached hereto ("**Payment Plan**") 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.

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(iv) The Total Price of Apartment includes price of proportionate Project Land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, cost of providing electric wiring to the Unit, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project as per this Agreement.

1.3 The Total Price of Unit is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, on account of change in input tax credit and output tax provisions under GST law, 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)

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

1.4 As mentioned above, the Promoter has already received Booking Amount of Rs. _____/- (Rupees _____ only) from the Allottee(s), out of the Total Price of Unit of Rs. _____/- (Rupees _____ only) and the Allottees(s) agrees and undertakes to pay the balance amount of Total Price of Unit of Rs. _____/- (Rupees _____ only) and all other amounts, which are specifically mentioned in this Agreement and does not form part of Total Price of Unit, strictly in accordance with the Payment Plan.

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 computed as per the Interest Rate, along with applicable taxes including GST along with interest thereon, for any due under this Agreement.

1.5 The Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule – F** in respect of the said Unit without the previous consent of the Allottee(s) and Promoter shall not make any other additions and alterations in the Approved Plans and specifications of the Common Areas and Facilities of the Project as described therein at **Schedule- G** in respect of the Project without the previous consent of the 2/3rd of allottee(s) of the Project and the Allottee(s) hereby 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 the 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 of section 14 of the Act without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

- 1.6 The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Unit 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 and other amounts 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 forty-five (45) days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area of the Unit, allotted to the Allottee(s), the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made in the Total Price of Unit and other amounts at the same rate per sq. ft. of the Unit as agreed in clause 1.2 above and as described in Schedule-E.
- 1.7 Subject to clause 8.3, the Promoter agrees and acknowledges that after registration of Conveyance Deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the said Unit along with undivided proportionate share in Common Areas and Facilities of the Project, including the Project Land.
 - (ii) The Allottee(s) shall have the right to use the Common Areas and Facilities of the Project. The Allottee(s) shall have right to use the common areas, along with other occupants without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the maintenance of Common Areas and Facilities of the Project to the Resident's Welfare Association in accordance with applicable laws.
 - (iii) That the computation of the price of the said Unit includes recovery of price of the proportionate Project Land, construction thereon, cost of providing electric wiring of the said Unit, water line and plumbing, finishing with paint, tiles, doors, windows and includes cost for providing all other facilities, amenities and specification to be provided within the said Unit and the Project as per this Agreement.
 - (iv) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his/her/its Unit with prior appointment. However, the Allottee(s) is aware that he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Promoter shall not in any way be held responsible for any mis happening caused to/with Allottee(s) while visiting the site.
- 1.8 The Allottee(s) agrees and understands that except as expressly provided in para/recital 'FF' herein-above and detailed in **Schedule-C** attached hereto, Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable area in the Project. Such un-allotted saleable area shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws.
- 1.9 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Unit to the Allottee(s), which it has collected from the Allottee(s), if any, for the payment of outgoings/dues. If the Promoter fails to pay all or any of the

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outgoings/ dues collected by it from the Allottee(s), if any, before transferring the said Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the said Unit, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.10 That the Project shall always be known as “**AMULYA**” and the name of the Project shall not be changed except with the prior written consent of the Promoter.
- 1.11 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the demand letter through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in **AXIS BANK LIMITED IFSC Code UTIB0000433** branch **SANGANER, JAIPUR** Account No. **920020049030601** in favor of “**SPARKLER DEVELOPERS LLP-AMULYA-RERA**” payable at Jaipur. The receipt would be valid only after realisation of the said cheque/demand draft/banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

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

1.1 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 Promoter with such permission, approval which would enable 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.

1.2 Promoter accepts no responsibility in regard to matters specified in clause 3.1 above. The Allottee(s) shall keep 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 Promoter immediately and comply with necessary formalities if any, under the Applicable Laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Plot in any way and Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

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

For **SPARKLER DEVELOPERS LLP**



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The Allottee(s) hereby authorises the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s) against the said Unit, if any, in his/ her name and the Allottee(s) 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 Unit to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

6. CONSTRUCTION/DEVELOPMENT OF THE PROJECT:

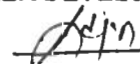
The Allottee(s) has seen, understood and accepted the site plan of Project Land, floor plan of Unit, Payment Plan, specifications, amenities and facilities of the Unit as annexed along with this Agreement which has been approved by the competent authority. The Promoter shall develop the Project in accordance with the layout plans, specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such layout plans and shall also strictly abide by the bye-laws, BAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and the procedure agreed under 1.10 hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF SAID UNIT:

7.1 Schedule for possession of the said Unit – The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society or the Competent Authority, as case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 15.02.2024 , unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the 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 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, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement

7.2 Procedure for taking possession- The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the said Unit, 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

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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 said Unit/Project, 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 Unit-**Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Unit from the Promoter by executing Conveyance Deed and necessary indemnities, undertakings and such other documentation as prescribed in this Agreement at the cost of Allottee and the Promoter shall give possession of the Unit 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 said 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 thirty days after obtaining the completion certificate.

- 7.5 Cancellation by Allottee(s)-** The Allottee(s) shall have the right to cancel/withdraw his allotment of said Unit in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw his allotment of said Unit, without any fault of the Promoter, the Promoter shall be entitled to forfeit the Earnest Amount/Booking Amount and adjust/recover GST on the amounts forfeited, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by Promoter to the Allottee(s) within 45 days of such cancellation.

- 7.6 Compensation –** The Promoter shall compensate the Allottee(s) in case of any loss, caused to him due to defective title of the Project 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 Unit (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit,

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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 Unit, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title of the Project Land upon which Unit is being developed and absolute, actual, physical and legal possession of the Project land for the development of the Project and the Promoter has the requisite rights to carry out development upon the Project Land.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the Project Land or Project.
- (iv) There are no litigations pending before any Court of law with respect to the Project Land or Project.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project or Project Land 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 in compliance with the applicable laws in relation to the Project, Unit and Common Areas and Facilities of the Project.
- (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 or arrangement with any person or party with respect to the Project, including the Unit, which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of registration of the Conveyance Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s).
- (x) The Project Land is not the subject matter 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 Project Land.
- (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 Project (except the taxes mentioned in Clause 6.6 which shall be paid according to the said Clause) to the competent authorities till the date of offer of possession of the Unit.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.
- (xiii) The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in this Agreement, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only.

For SPARKLER DEVELOPERS L.P



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9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(a) The Promoter fails to provide ready to move in possession of the Unit to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in clause 7.1 above in this Agreement. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit 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.

(b) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the 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) shall be required to make the next payment without any interest: or

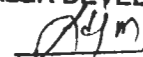
(ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest within forty-five (45) days of receiving the termination 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 Unit, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

The Allottee hereby agrees that in case of termination of this Agreement as per clause 7.5 hereinabove i.e. without any default of Promoter, the Promoter after forfeiture of Earnest Money/Booking Amount shall refund the balance amount within 45 days of execution and registration of cancellation agreement and in case the balance amount could not be refunded within said 45 days, the Allottee hereby agrees that the Promoter shall have a grace period of 30 days to refund balance amount. The Allottee further agrees that the Promoter shall not be liable to refund GST and/or any other taxes collected from Allottee(s)/adjusted from the amounts received from Allottee(s) and deposited by the Promoter with the concerned department in respect of the Unit. However, the Allottee(s) shall be free to claim refund of such taxes from concerned department, if permissible, and Promoter agrees to provide required documents for the same.

In case of cancellation of allotment of Unit by the Allottee(s) without any default of Promoter as per clause 7.5 above or as per clause 9.2 (ii), the refundable amount shall be refunded to the allottee only upon execution and registration of Cancellation Agreement and handing over of all the original documents to the Promoter. Further, the cost and expenses of execution and registration of Cancellation Agreement shall be borne and paid by the Allottee only.

For SPARKLER DEVELOPERS LLP



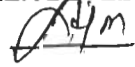
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- 9.3 The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:
- (a) Failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
 - (b) Delay/default by Allottee(s) under Clause 9.3 (a) above continues for a period beyond one (1) month after notice from the Promoter in this regard;
 - (c) Violation of any of the applicable laws on the part of the Allottee(s); or
 - (d) Breach of any of the terms and conditions of this Agreement.
- 9.4 In case of Allottee having committed a default as mentioned in clause 9.3 above, the Promoter shall be entitled to terminate this Agreement by giving 15 days notice and in case of such termination, the Promoter shall be entitled to forfeit the Earnest Amount/Booking Amount and adjust/recover GST on the amounts forfeited, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by Promoter to the Allottee(s). However, the Promoter shall not be liable to refund GST and/or any other taxes collected from Allottee(s)/adjusted from the amounts received from Allottee(s) and deposited by the Promoter with the concerned department in respect of the Unit. The refundable amount shall be refunded to the Allottee(s) within 90 days of written request to cancel/withdraw of allotment. The Allottee(s) shall be free to claim refund of such taxes from concerned department, if permissible, and Promoter agrees to provide required documents for the same. Further, the refundable amount shall be refunded to the Allottee only upon execution and registration of Cancellation Agreement and handing over of all the original documents to the Promoter. Further, the cost and expenses of execution and registration of Cancellation Agreement shall be borne and paid by the Allottee only.

10 INDEMNIFICATION

- 10.1 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 19 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement and/or (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).
- 10.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- 10.03 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.

11. MAINTENANCE OF THE PROJECT:

For SPARKLER DEVELOPERS LLP

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The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society or by any Agency. The Allottee(s) agrees and undertakes to abide by and comply with the bye-laws and rules and regulation of RERA for the purpose of common area maintenance and Facilities Developed in the project. Allottee will execute an agreement with Maintenance Society/agency. The Allottee(s) shall be bound by all the terms and conditions of the Bye-Laws, maintenance agreement and any other agreement entered by the Residents' Welfare Association and any decisions taken by the Residents' Welfare Association as per it Bye-Laws. Promoter shall maintain the Common areas and Facilities Developed with the Project itself or through a maintenance agency appointed by the Promoter and Allottee shall be liable to pay monthly common area maintenance charges regularly as decided by the Maintenance Society /Agency for the Unit.

12. DEFECT LIABILITY:

- a. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter in respect of the Unit as per this Agreement is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of handing over possession or offer of possession, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) 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 said Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.
- b. That the Promoter does not take any guarantee or warranty in case of any defects/malfunction in the fittings and equipment's installed in the said Unit and/or Project, which are manufactured by third parties and are/will be installed in the said Unit and/or Project. However, the Allottee shall be free to contact the respective makers of such fittings and equipment's. if such fittings and equipment's shows any defect or malfunction, during subsistence of its warranty, if any.

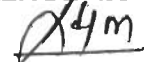
13 RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/ Residents' Welfare Association shall have right of unrestricted access of all common areas for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter / Residents' Welfare Association to enter into the said 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.

14. USAGE:

Use of Basement(s) and service areas: The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per Approved 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 use by the Residents' Maintenance Association for rendering maintenance services.

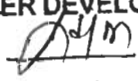
For SPARKLER DEVELOPERS L.P



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15 GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

- (i) Subject to clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said 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 Unit, or adjacent areas, compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit, and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Unit is not in any way damaged or jeopardized.
- (ii) The Allottee(s) further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the Unit or anywhere on the exterior of the Project or common areas.
- (iii) The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design.
- (iv) The Allottee(s) shall not store any hazardous or combustible goods in the said Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the said Unit.
- (v) The Allottee(s) recognizes that the Unit would be serviced by the Residents' Welfare Association and that any external agency would be detrimental to the interest of the Unit's/Project's maintenance and upkeep. However, the Residents' Welfare Association shall be entitled to appoint any maintenance agency for the maintenance of the Project.
- (vi) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Residents' Welfare Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- (vii) It is in the interest of the Allottee(s), to help the Residents' Welfare Association in effectively keeping the Unit and/or Project secured in all ways, For the purpose of security, the Residents' Welfare Association would be free to restrict and regulate the entry of visitors into the Project.
- (viii) The Allottee(s) shall not use the said Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other units in the Project or for any illegal or immoral purpose.
- (ix) Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Project Land and the building in which the Unit is situated.
- (x) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. parapet or other structures in the said Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (xi) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Resident's Welfare Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xii) Interior Works in the Unit: -That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit, he shall seek prior permission of the Promoter /Resident's Welfare Association and the Promoter /Resident's Welfare Association may permit the same subject to appropriate conditions.
- (xiii) The Allottee(s) has confirmed and assured to the Promoter that the Allottee(s) is aware about all the applicable laws on the Project Land/ Project/ said Unit and its implications thereof and the Allottee(s) has further agreed and confirmed that the Allottee(s) shall comply with all the provisions of this Agreement.

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(xiv) The Allottee(s) shall be required to apply for an individual electrical connection for the said Unit from the concern authority with own cost.

- 15A. Notwithstanding anything mentioned in clause 1.2 above, the Total Price of Unit does not include cost of providing electric connection for the Unit, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub- lease deed, cancellation agreement/deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Further, the Total Price of Unit above does not include maintenance charges, which shall be determined by the Promoter and payable by Allottee(s) until the takeover of maintenance of Common Areas and Facilities of the Project by the Maintenance Society

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

17 ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it shall not make additions or alterations structure anywhere in the Project and the Unit, after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authorities, without prior written consent of the Allottee(s) and without permission of competent authority, if required under applicable laws.

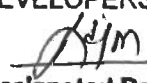
18 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

Without affecting the rights and interest of the Allottee(s) in respect of the said Unit under this Agreement, in case the Promoter raise finance, loan from any financial institution/bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Project Land, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit under this Agreement shall not be affected and the Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the said Unit and the said Unit shall be free from all encumbrances at the time of registration of Conveyance Deed. For the purpose of the same, the Promoter shall provide NOC's etc. as may be required by the Allottee(s) if the said Project is mortgage.

19 BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty (30) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the 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.

For SPARKLER DEVELOPERS LLP


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20 ENTIRE AGREEMENT

This Agreement, along with its schedules, annexures, 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 unit. Save and except as specifically provided in this Agreement, any changes or additional provisions must be set forth in writing, duly signed and executed by and between the Parties.

21 RIGHT TO AMEND

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

22 PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

It is clearly understood and agreed by and between the Parties hereto that, in case of a transfer, all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and by all occupants, tenants, licenses and /or subsequent Allottee(s)/ assignees / nominees / endorers / family members of the Allottee(s) of the Unit, as the said obligations go along with the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and /or subsequent Allottee(s)/ assignees / nominees / endorers / family members of the Allottee(s) in the Unit is permissive or hostile.

23 WAIVER NOT A LIMITATION TO ENFORCE:

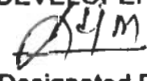
- a. The Promoter may, at least its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) 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.
- b. Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24 SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to 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.

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the Carpet Area of the said Unit bears to the total Carpet Area of all the units in the Project.

For SPARKLER DEVELOPERS LLP

Designated Partner

26 FURTHER ASSURANCES:

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

27 PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter 's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), and after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement if so needed, by the Allottee(s) shall be registered at any office of the Sub-Registrar in Jaipur. Hence this Agreement shall be deemed to have been executed at Jaipur.

28 NOTICES:

All the notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by registered A.D. post or speed A.D. post to the party at their respective addresses specified below :-

Promoter	Allottee(s)

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/ 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.

29 JOINT ALLOTTEE:

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

30 SAVINGS:

Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the said Unit prior to execution and registration of this Agreement for said Unit shall not be construed to limit the right and interests of the Allottee(s) or the Promoter under this Agreement, under the Act, rules or regulations made thereunder.

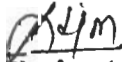
31 GOVERNING LAW:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

32 DISPUTES:

- a. All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.
- b. In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the

For SPARKLER DEVELOPERS LLP


Designated Partner

aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

33 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.

34 REFUND OF AMOUNTS PAID DURING DEVELOPMENT

The Promoter shall be solely entitled to refund of all amounts paid by the Promoter to various authorities in respect of the Project.

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

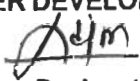
Signed and delivered by the within named Allottee(s) in the presence of witnesses on

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

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

For and on behalf of the Promoter
Name
Signature
Designation

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

For SPARKLER DEVELOPERS L' P

Designated Partner

SCHEDULE-A

1 Description of Project Land

Land admeasuring 15.400.00 sq. mtr. corresponding to Khasra No. 171 and 173, 174, 175, 176, 177 and 178 situated at Gram Teclawala (Jagatpura). Teh. Sanganer, Jaipur -302033 (Rajasthan) approved for residential group housing use.

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

In North: _____.

In South: _____

In East: _____

In West: _____

And measuring

North to South: _____

East to West: _____

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

In North: _____

In South: _____

In East: _____

In West: _____

4. Other details of the location of the Project-

5. Location Map

SCHEDULE- B

(Salient Features of the Project)

SCHEDULE-C

(Description of the Unit)

SCHEDULE- D

(Description of Unit Land)

SCHEDULE- E

(Payment Plan)

SCHEDULE-F

(Specifications, facilities, amenities which are part of the Unit)

SCHEDULE-G

(Specifications, facilities, amenities which are part of the Project)

SCHEDULE-H

(Details of Common Areas and Facilities of the Project)

SCHEDULE-I

(Common Areas and Facilities of Project)

Fo SPARKLER DEVELOPERS LLP



Designated Partner

SCHEDULE-J

Stage Wise Time Schedule of Completion of the Unit/Project

SCHEDULE- K

(Details of other external development work for the Project)

SCHEDULE- L

(Details of specification of material used in construction)

Annexure- I

(Layout Plan of the Project Land)

Annexure-II

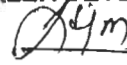
(Site Plan of the Unit)

Annexure-III

(Floor Plan of the Unit)

(The Schedule to this Agreement for Sale shall be as agreed to between the parties)

For: SPARKLER DEVELOPERS LLP



Designated Partner