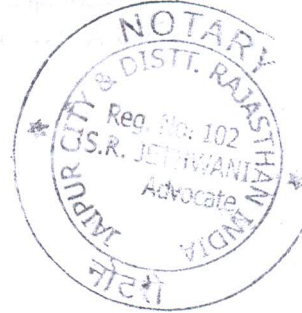




DECLARATION REGARDING AGREEMENT FOR SALE

I, Mukesh Kumar Gurnani S/o Shri Narayan Das Gurnani aged 31 years residing at C-57, Saket Colony, Adarsh Nagar, Jaipur promoter of the proposed Project "Verve" 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 "VERVE" is in accordance to the Form-G of Real Estate Regulation and Development Act, 2016.
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 and Rajasthan Real Estate [Regulation & Development] Rules, 2017.
3. That if any contradiction arises in the future, the deponent will be responsible for it.

For Gurnani Infra developers Pvt. Ltd.

[MUKESH KUMAR GURNANI]
DEPONENT

VERIFICATION

I, Mukesh Kumar Gurnani above deponent do hereby declare that above mentioned Para No.1 to 3 are true and correct to the best of my knowledge and belief. So help me GOD.

For Gurnani Infra developers Pvt. Ltd.

DEPONENT

ATTESTED
NOTARY PUBLIC
JAIPUR

20 SEP 2017

7716

क्रमांक..... दिनांक 13 SEP 2017

मुद्राक मूल्य 100/-

क्रेता का नाम..... गुरनानी ए. का. स्वरूप प्र. लि

पिता/पति का नाम.....

निवासी 230 सिन्धु का राजपार मंडल

वास्ते..... हरते

श्रीधरा

नितेश कुमार भाटिया 3 SEP 2017
स्टाम्प विक्रेता ला.नं. 68/2011-12
745-A, सिंधी कॉलोनी, जयपुर

राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत	
स्टाम्प राशि पर प्रभारित अधिभार	
1. आधारभूत अवसंरचना सुविधाओं हेतु (धारा 3-क) - 10% रुपये	10
2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3-ख) - 10% रुपये	10
कुल योग	20
हस्ताक्षर स्टाम्प वेण्डर	

म. व. ल. अ.

2(x)

AGREEMENT TO SELL

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

Gurnani Infradevelopers Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at E-2, Malviya Industrial Area, Jaipur and its Corporate Office at 230, Sindhi Colony, Raja Park, Jaipur-302 004 through its authorized signatory authorized by board resolution dated _____ (hereinafter referred to as the "**SELLER**" or the "**OWNER**" which term and expression shall, unless it be repugnant to the context or subject thereof, be deemed to mean and include its successors, legal representatives and assigns) on **ONE PART**;

AND

Mr./Mrs./Ms.

_____ Son/Daughter/Wife of _____
_____ Age _____ years, R/o _____
_____ having Income Tax Permanent Account No. _____

*JOINTLY WITH

Mr./Mrs./Ms.

_____ Son/Daughter/Wife of _____
_____ Age _____ years, R/o _____
_____ having Income Tax Permanent Account No. _____

(Hereinafter jointly and severally referred to as the "ALLOTTEE(S)" or "BUYER(S)", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his / her / their legal representative, administrators, executors, successors and permitted assigns) on the other part.

OR

* M/s. _____, a partnership firm duly registered under the Indian Partnership Act, 1932, having its office at _____ through its partner _____ authorized by resolution dated _____ (hereinafter referred to as the "ALLOTTEE(S)" or "BUYER(S)", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include all the partners of the partnership firm and their legal heirs, legal representative, administrators, executors, successors and permitted assigns) Income Tax Permanent Account No. _____ (Copy of authority Letter/POA signed by all Partners annexed herewith).

OR

* M/s. _____, a company registered under the provisions of the Companies Act, 1956 or Companies Act, 2013 and having its registered office at _____, through its duly authorized signatory Shri / Smt. _____ authorized by board resolution dated _____ (hereinafter referred to as the "ALLOTTEE(S)" or "BUYER(S)", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representative, successors in business and permitted assigns) Income Tax Permanent Account No. _____ (Copy of board resolution along with a certified copy of memorandum and articles of association annexed herewith).

(*Delete whichever is not applicable)

(The SELLER and the ALLOTTEE(s) shall, hereinafter, collectively be referred to as the "Parties" and individually as the "Party" as the context may demand.)

WHEREAS:

- A. Shri Mohan Das Gurnani and Shri Udhav Das Gurnani sons of Late Shri Rewa Chand Gurnani have purchased the Plot No.A-4, Burmese Colony, Jaipur admeasuring 800 Sq. Yards through Auction which was made by the then Rehabilitation Department, Government of Rajasthan, Jaipur on 11.02.1979.

The lease deed which was issued by Jaipur Nagar Nigam, Jaipur vide its letter dated 23.09.2008 in favor of Shri Mohan Das Gurnani and Mr. Udhav Das Gurnani. The Lease Deed was registered with Sub-Registrar-I at Book No.1, Zild No.501 on Page No.91 S.No.2009051003749 and Additional Book No.1 Zild No.1999 on Page No.489 to 497 on 02.06.2009.

On 02.06.2009 Mr. Udhav Das Gurnani S/o Late Shri Rewa Chand Gurnani owner of the $\frac{1}{2}$ portion of the Plot No.A-4, Burmese Colony, Jaipur made a BAKSHISH NAMA in favor of Shri Babulal Gurnani S/o Late Shri Rewa Chand Gurnani which is registered with Sub-Registrar Office-I on 02.06.2009 at Book No.1, Zild No.1 on Page No.92 at Sl. No.2009051003750 and Additional Book NO.1, Zild No.1999 on Page No.498 to 510.

The Nagar Nigam Jaipur vide its letter No.543 dated 31.08.2012 registered/transferred the name in favor of Shri Babulal Gurnani in their records.

Now, the owners of said plot is [1] Shri Mohan Das Gurnani S/o Late Shri Rewa Chand Gurnani and [2] Shri Babulal Gurnani S/o Late Shri Rewa Chand Gurnani having the $\frac{1}{2}$ - $\frac{1}{2}$ portion of the plot No.A-4, Burmese Colony, Jaipur.

- B. Late Shri Radha Govind Gurnani and Shri Narayan Das Gurnani sons of Late Shri Rewa Chand Gurnani have purchased the Plot No.A-5, Burmese Colony, Jaipur admeasuring 800 Sq. Yards through Auction which was made by the then Rehabilitation Department, Government of Rajasthan, Jaipur on 11.02.1979.

Shri Radha Govind Gurnani having the $\frac{1}{2}$ portion of the said plot. Shri Radha Govind Gurnani S/o Late Shri Rewa Chand Gurnani was expired on 12.06.2000. After the death of Shri Radha Govind Gurnani their successors namely [1] Smt. Parwati Devi Gurnani W/o Late Shri Rewa Chand Gurnani [2] Shri Suresh Kumar Gurnani S/o Late Shri Radha Govind Gurnani and [3] Shri Dinesh Kumar Gurnani S/o Late Shri Radha Govind Gurnani were the owner of $\frac{1}{3}$, $\frac{1}{3}$ and $\frac{1}{3}$ portion respectively of remaining $\frac{1}{2}$ portion of Plot No.A-5, Burmese Colony, Jaipur.

On 13.04.2009 [1] Smt. Parwati Devi Gurnani W/o Late Shri Radha Govind Gurnani and [2] Shri Suresh Kumar Gurnani S/o Late Shri Radha Govind Gurnani made a ADHIKHAR TYAG DEED which is registered at Sub Registrar Office-I, Jaipur on Book No.1, Zild No.498 Page No.49 at S.No.2009051002707 and Additional Book No.1, Zild No.1978 at Page No.471 to 479 in favor of Shri Dinesh Kumar Gurnani S/o Late Shri Radha Govind Gurnani. Now, Shri Dinesh Kumar Gurnani S/o Late Shri Radha Govind Gurnani is absolutely owner of $\frac{1}{2}$ portion of plot No.A-5,

On 25.05.2009 Mr. Dinesh Kumar Gurnani S/o Late Shri Radha Govind Gurnani owner of the $\frac{1}{2}$ portion of the Plot No.A-5, Burmese Colony, Jaipur made a BAKSHISH NAMA in favor of Shri Narayan Das Gurnani S/o Late Shri Rewa Chand Gurnani which is registered with Sub-Registrar Office-I, Jaipur at Book No.1 Zild No.500, Page No.159 at S.No.2009051003617 Additional Book No.1, Zild No.1997 on Page No.97 to 109.

The Nagar Nigam Jaipur vide its letter No.1391 dated 25.02.2013 issued a lease deed in favor of Shri Narayan Das Gurnani which was registered with Sub Registrar-VI on 22.03.2013 at Book No.1, Zild No.135 on Page No.109 at Sl. No.2013396001568 and Additional Book No.1, Zild No.539 on Page No.73 to 82.

- C. On 23.05.2013 Shri Narayan Das Gurnani and Shri Babu Lal Gurnani sons of Late Shri Rewa Chand Gurnani filed an application with Nagar Nigam, Jaipur for Reconstitution of Plot No.A-4 and A-5, Burmese Colony, Jaipur. The Nagar Nigam Jaipur have accepted their application and reconstitution of Plot No.A-4 & A-5, Burmese Colony, Jaipur was made vide letter No.2575 dated 03.12.2013.

- D. That [1] Shri Mohan Das Gurnani [2] Shri Narayan Das Gurnani and [3] Shri Babulal Gurnani has filed an application alongwith maps on 28.02.2014 with Nagar Nigam Jaipur for constructions of Residential Flats at Plot No.A-4 & A-5, Burmese Colony, Jaipur. The Nagar Nigam Jaipur has approved the same vide its letter bearing the number F-13 () up.aayo./JNN/2016/83 dated 09.05.2016.
- E. On 23.02.2014 the owners of Plots i.e. [1] Shri Mohan Das Gurnani [2] Shri Narayan Das Gurnani and [3] Shri Babulal Gurnani therein entered a Developer Agreement with Gurnani Infradevelopers Pvt. Ltd., through its Director Mr. Dinesh Gurnani for the purpose of construction of Residential Flats on Plot No.A-4 & A-5.
- C. **WHEREAS**, the SELLER has got necessary approvals by the Nagar Nigam Jaipur in respect of the Project proposed to be constructed therein comprising of residential Units, commercial space and common facility areas.
- D. The ALLOTTEE(s) has inspected and satisfied with the title documents of the Land, plans, specifications and common facilities of the said Project and the proposed Unit described by the SELLER during the course of finalization. ALLOTTEE(s) has no objection and consented with the proposed plan and specification of the Unit. ALLOTTEE(s) has confirmed that he/she is fully satisfied in all respects with regard to the right, title and interest of the SELLER in the land on which project is being constructed and has understood all limitations and obligations of the SELLER in respect thereof. The ALLOTTEE(s) has requested the SELLER for provisional allotment of a proposed Unit. The ALLOTTEE(s) is fully satisfied of the competency of the SELLER to enter into this agreement.
- E. The SELLER has accepted the request of the ALLOTTEE(s) and earmarked Unit bearing No. ____ on ____ floor of the Project having approx built-up area of ____ sq. ft. more particularly described in **Schedule B** of this agreement, subject to the terms & conditions hereinafter appearing for the purpose of the securing the beneficial enjoyment of the Unit and other common areas of the Project jointly along with all the other such ALLOTTEES/ occupants.
- F. The SELLER is entering into several agreements with various parties or persons for allotment of Units in the Project.

- G. The ALLOTTEE(s) acknowledges that the SELLER has readily provided all information/clarifications as required by him/her and he/she has not relied upon and is not influenced by any sales plans, sales brochures, advertisements, representations, warranties, statements or estimates on any nature whatsoever whether written or oral made by the SELLER, its selling agents, brokers. ALLOTTEE(s) has relied solely on his/her own judgment and investigation in deciding to enter into this agreement and to purchase the said unit. No oral or written representation or statements shall be considered to be part of this agreement and that this agreement is self contained and complete in itself in all respects.
- H. The SELLER has clarified to the ALLOTTEE(s) that this agreement is confined and limited to in its scope only to the extent of the said unit(s) as described in **Schedule B** of this agreement.
- I. The SELLER relying on the confirmations, representations and assurances of the ALLOTTEE(s) to faithfully abide by all the terms, conditions and stipulations contained in this agreement, has accepted in good faith his/her application to allot a unit and is now willing to enter into this agreement on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS UNDER:

ARTICLE - 1 - DEFINITIONS

In this Agreement, unless it is contrary or repugnant to the context, the following expressions shall have the meanings set out below:

- (a) **"Project"** shall mean the entire project named as **"Verve"** to be developed upon the "Land" consisting of multi-storied building containing independent residential flats/units, Club House along with Common area and Facilities and which shall also include any additional storey or construction as may be constructed thereon in future.
- (b) **"Built up Area"** is the carpet area and the space covered by the thickness of the inner, outer and common walls of the Unit, balcony, and other areas of the Unit.

- (c) **"Club" or "Club House"** shall include the roof top Swimming Pool, AC Gym, Indoor Games Room etc, and same shall not be a part of the common area.
- (d) **"Common Purposes"** shall mean the purposes for which the Project is being maintained and managed including maintaining of the Common Areas, meeting of the Common Expenses and matters relating to mutual rights and obligations of the ALLOTTEE(s) inter-se relating to land and the Project and the common use and enjoyment thereof.
- (e) **"Common Areas / Common Facilities / Common Parts / Facility Areas / Common Spaces"** shall mean and include such areas of the Project which are for common use of all allottees/occupants and includes area occupied by lift, lobbies, staircase, entrance, water tanks, electrical transformer and panel, guard room, common toilets, generator etc. and the equipments/facilities provided and/or reserved for the common use and the enjoyment of the allottees of Units of the Project more particularly described in **Schedule C** of this Agreement. However, it is clarified that terrace, other open area, club and external walls shall not form part of the Common Areas and the SELLER shall be free to use the same in such manner as it deems fit and proper.
- (f) **"Common Expenses"** shall mean the expenses for Common Purposes including those mentioned in **Schedule D** of this Agreement.
- (g) **"Demised Premises" / "Unit" / "Premises"** shall mean the space in the Project intended and/or capable of being independently and exclusively occupied and as described in **Schedule B** of this Agreement.
- (h) **"Force Measure"** 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, draught, flood, earthquake, epidemics and other natural disasters;
 - (ii) explosions or accidents, air crashes and shipwrecks;
 - (iii) strikes, lock-outs, civil disturbances, curfew etc.;
 - (iv) war or enemy action or terrorist action;

- (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 and / or cement or other building material or water supply or electric power or like;
 - (vii) any event or circumstances analogous to the foregoing which is beyond the control of the parties.
- (i) **"Land"** shall mean the Residential Complex admeasuring 1600 Sq.Yards, situated at Plot No.A-4 & A-5, Burmese Colony, Jaipur more particularly described in Schedule A.
- (j) **"Service Company or Maintenance Agency or Society or Association"** shall mean any company /firm /association / society or any other entity appointed/formed by the SELLER or SELLER and BUYER jointly for the maintenance of Common Areas and Common Facilities/Fittings of the Project and managing, keeping the accounts of Common Expenses and for collection of maintenance charges, statutory charges and other charges payable by allottees/occupiers of Units in the Project time to time.
- (k) **"Undivided Proportionate Share"** shall mean and include the proportionate share, right and interest in the Land corresponding to the Unit bought by the ALLOTTEE(s) where the proportion is to be determined by comparing built up area of Unit with maximum permissible FSI (Floor Space Index) of the Building at any point of time. This right shall be capable to be enjoyed only along-with the superstructure of the Unit and Building.
- (l) **"Usage Charges"** shall include the charges for use of club facilities and amenities like Gym, swimming pool etc.

ARTICLE - II: INTERPRETATIONS

In this Agreement, unless the context otherwise requires:

- (a) **Singular** shall include the plural and vice versa.
- (b) **Masculine** shall include the feminine and vice versa.
- (c) the terms "hereof", "herein", "hereby", "hereto", "hereunder" and any derivative or similar words refer to this entire Agreement;
- (d) the terms "Clause" "sub-clause" and "Schedule" refer to a clause, sub-clause or schedule of this Agreement;

- (e) headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (f) reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (g) any term or expression used, but not defined herein, shall have the same meaning assigned thereto under applicable law;
- (h) references to the word "include" or "including" shall be construed without limitation;
- (i) the Schedules and schedules form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of the Agreement.
- (j) **WHEREVER** any expenses or costs are mentioned to be borne or paid proportionately by the ALLOTTEE(s), the portion of the amount payable by the ALLOTTEE(s) shall be in proportion of the chargeable area of the Unit of the ALLOTTEE(s) to the aggregate chargeable area of the Project and the said proportionate area shall include the proportionate areas of the total Common Areas constructed and completed in the Project.

ARTICLE - III: CONSIDERATION & PAYMENTS THEREOF

1. The SELLER hereby agrees to allot and the ALLOTTEE(s) agrees to buy the Unit in the Project, allotted in his favour more particularly described in **Schedule B** of this Agreement, along with **"Undivided Proportionate Share"** in land as defined in Article I and also along with undivided proportionate right of using Common Areas and Common Facilities (*hereinafter referred to as the "Demised Premises" / "Unit" / "Premises"*) upon the terms and conditions set out hereunder and as mutually agreed by and between the Parties hereto for an agreed consideration of **Rs. _____/- (Rupees _____ Only)** including parking (*hereinafter referred to as the "Basic Sale Consideration"*).

2. The Basic Sale Consideration mentioned in Clause 1 *supra* above is inclusive of the cost of providing electrical wiring up to the entrance of the Demised Premises to the meter box. If however, due to any subsequent legislation / Government order or directive or guidelines or change in the National Building Code or if deemed necessary at the sole discretion of the SELLER, additional fire safety measures are undertaken, then the ALLOTTEE(s) agrees to pay on a pro-rata basis as determined by the SELLER, which shall be final and binding on the ALLOTTEE(s). Further, the Basic Sale Consideration does not include and thus, the ALLOTTEE(s) shall additionally bear and pay the following:
- (a) Escrow & Corpus Security amounting to Rs. _____/-(Rupees _____ only).
 - (b) Transformer Charges amounting to Rs. _____/- (Rupees _____ only) alongwith Service Tax as applicable
 - (c) Interest free maintenance Security deposit amounting to Rs. _____/- (Rupees _____ only).
 - (d) Gas Pipeline Charges amounting to Rs. _____/- (Rupees _____ only) alongwith Service Tax as applicable.
 - (e) Club Membership amounting to Rs. _____/- (Rupees _____ only).
 - (f) Service Tax or any other statutory levies or taxes as applicable at present or in future on the construction of Unit on its allotment/sale and other charges at such rates as may be applicable from time to time.
 - (g) Stamp Duty and registration charges and other incidental outgoings in relation to the sale of demised premises and for execution and registration of sale deed or for transfer or Conveyance in relation to the demised premises.
 - (h) Lease Money or Lease Charges payable as decided by the Nagar Nigam Jaipur time to time.

Provided further that the amounts mentioned in (a) to (c) above shall be utilized for the specified purposes for Capex or Opex of the Project and its maintenance and shall be non-refundable. However, in case of subsequent transfer/sale of Unit(s) by the ALLOTTEE(s), the same shall be adjusted against the liability of new buyer(s) towards such charges, that is to say, the same would not be payable again by the new buyer(s).

1. That the ALLOTTEE(s) has paid **Rs. _____/- (Rupees _____ only)** (Inclusive of Service Tax) to the SELLER as registration/booking/advance amount out of the Total Basic Sale Consideration as per details given below, the receipt of which, the SELLER hereby acknowledges: -

Date	Cheque/ DD No.	Bank	Amount of Cheque	Basic	Service Tax

The Allottee(s)'s bank account details are as follows:

- a) Name of the Account Holder :
 - b) Bank :
 - c) Address (Branch) :
 - d) Account No.
4. The ALLOTTEE(s) hereby agrees to pay the remaining amount of Total Basic Sale Consideration of **Rs. _____/- (Rupees _____ only)** and additional amounts as defined in para 2 along with applicable service tax which shall be payable as per the Payment Plan mentioned in **Schedule E** of this Agreement.

5. That the ALLOTTEE(s) shall make all payments through Account Payee Cheque(s)/ Demand Draft(s)/Online Net Banking in the name of "**Gurnani Infradevelopers Private Limited**". The receipt would be valid only after realization of the said cheque(s) / bank draft(s) and effect of credit in the bank account of the SELLER.

ARTICLE - IV: DEFAULTS & CONSEQUENCES THEREOF

1. That it is specifically made clear to the ALLOTTEE(s) that following shall be the Events of Defaults for the ALLOTTEE(s) :-
- a. All defaults, breaches or non-compliance of any of the terms and conditions of this Agreement.
 - b. Failure to make payments within the time as stipulated in the Payment Plan mentioned in **Schedule E** of this Agreement. The ALLOTTEE(s) hereby agrees that the timely payment of installments as stated in **Schedule E** of this Agreement along with the amount of service tax, stamp duty, registration fee, maintenance and other charges payable under this Agreement by the ALLOTTEE(s) on or before "Due Date", irrespective of the ALLOTTEE(s) availing any financial assistance from any source, shall be the essence of this Agreement and in the event of its failure, same shall be treated as "Default" under this agreement.
 - c. Failure to pay any statutory dues.
 - d. Failure to perform and observe any or all of the ALLOTTEE'S obligation in general and also including those contained in this agreement.
 - e. Failure to execute any other deed/document/undertaking/indemnity etc as required under Article IX of this agreement.
 - f. Failure to execute / comply or abide by Sale Deed and Maintenance Agreement.
 - g. Failure pursuant to a request by the SELLER to the ALLOTTEE(s) to become member of the service company/ maintenance agency/ association/society.

- h. Assignment of this agreement without prior written consent of the SELLER.
 - i. Dishonor of any cheque(s) given by the ALLOTTEE.
- 2. That in case the ALLOTTEE(s) fails to pay the installments by the respective time, in the manner as stated in Payment Plan, mentioned in **Schedule E** of this agreement, the same shall attract interest @ 18% per annum compounded at the time of every succeeding installment on the overdue installments for the period of such delay. The acceptance by the SELLER of any payment without interest shall not be deemed to waive the right of SELLER of charging such interest or the other rights mentioned in this Agreement.
- 3. In the event of the delay in payment of installments along with accrued interest by the ALLOTTEE(s) exceeds 6 months calculated from the "Due Date", the SELLER shall have the right of cancelling the booking and terminating this Agreement and whereupon this Agreement shall stand cancelled and the ALLOTTEE(s) shall be left with no lien, right, title, interest or claim of whatsoever nature in the Premises. In case of such cancellation, the SELLER shall be entitled to forfeit and deduct 5% of the total flat/apartment cost and also an amount attributable to any taxes/duties paid by the ALLOTTEE(s) as cancellation charges and shall refund the balance amount, if any, without any interest and compensation. The amount(s), if any, paid over and above the cancellation charges shall be refunded to the ALLOTTEE(s) by the SELLER only after realizing the consideration by re-allotment or within 120 days from the date of such cancellation/termination. Upon the occurrence of any one or more event of Default as provided in para 1 of Article IV under this agreement, the SELLER shall have the same right of cancelling the booking and terminating this Agreement in the similar manner, as described above in this Para.
- 4. In the event of voluntary cancellation request in writing by the ALLOTTEE and duly accepted by the seller, the cancellation policy shall be same as per Clause (3) *supra* and subject to fulfilling condition as mentioned in clause 5 & 6 hereafter.
- 5. In case of cancellation, the SELLER shall have first lien and charge all the time on the Premises for all its dues and other sums payable by the ALLOTTEE(s) to the SELLER under this Agreement.

[Signature]

Name

6. The SELLER shall thereafter be free to re-allot/resell and / or deal with the Premises in any manner, whatsoever, at its sole discretion.
7. That it is clearly agreed and understood by the ALLOTTEE(s) that he/she shall be responsible for payments in the manner as stated in **Schedule E** of this agreement and it shall not be mandatory on the part of the SELLER to send demand notices / reminders regarding the payments to be made by the ALLOTTEE(s) and that without prejudice to what has been stated in the preceding clauses, the SELLER at its sole discretion may waive the right of cancellation on account of not making the payments at specified time or on account of any other default subject to the amount paid by the ALLOTTEE(s) towards payment of interest at the rate of 18% per annum for the period of such delay and such other penalties as the SELLER may impose. The discretion for termination of Agreement or acceptance of delayed payment along with interest shall exclusively vest with the SELLER. Any indulgence shown by the SELLER shall not prejudice the rights of the SELLER for subsequent defaults of the ALLOTTEE(s). It is also made clear and so agreed by the ALLOTTEE(s) that exercise of discretion by the SELLER in the case of one ALLOTTEE(s) shall not be construed to be a precedent/binding on the SELLER to exercise similar discretion in the case of other ALLOTTEES.
8. That after the execution of sale deed in favor of ALLOTTEE(s), if ALLOTTEE(s) transfers, mortgages, leases, let out or assigns the interest in, the Demised Premises, it shall give prior written notice of 30 days to the SELLER and such transfer, mortgage, assignment and lease shall be subject to the condition that the subsequent ALLOTTEE(s), transferee, assignee, mortgagee, lessee or tenant of the ALLOTTEE(s) or any other person occupying the premises in any other capacity shall be bound and liable to observe, perform and to carry out all the terms, conditions and obligations to be observed and performed under this Agreement on the part of the ALLOTTEE(s). However, the ALLOTTEE(s) can exercise this right after delivery of Demised Premises to the ALLOTTEE(s) and only if any dues of whatsoever nature owing to the SELLER/Service Company/Maintenance Agency/Association/Society or payable hereunder are fully paid up and obtain N.O.C. from SELLER/Service Company/Maintenance Agency/Association/Society and only if the ALLOTTEE(s) has not been guilty of breach of or non-compliance with any of the terms and conditions of this Agreement. The SELLER /Service Company/Maintenance Agency/Association/Society or their nominee(s) shall be entitled to enforce all terms and conditions of this Agreement against any person/entity who has been inducted in the Demised Premises hereby agreed to be sold to the ALLOTTEE(s), irrespective of the

fact whether such entry in the Demised Premises is permissive or hostile. The ALLOTTEE(s) hereby agrees that he/she shall provide the certified copy of sale deed to the SELLER /Service Company/Maintenance Agency/Association/ Society and the same shall be kept by the SELLER /Service Company/Maintenance Agency/Association/ Society in its custody.

ARTICLE - V: CONSTRUCTION, ERECTION, COMPLETION AND POSSESSION

1. The SELLER shall use its best endeavour to complete the construction of the Project as per the plans, designs and specifications seen and accepted by the ALLOTTEE(s) with such additions, alteration, deletions and modification in the layout plans and/or building plans including the number of floors only when considered necessary by the SELLER and/or when required by any competent authority. The ALLOTTEE(s) agrees that no consent of the ALLOTTEE(s) shall be required for carrying out any such additions, alterations, deletions and modifications in the layout plans and/or building plans. In case the alterations/modifications result in change of the Built Up Area of the Demised Premises then the Basic Sale Consideration shall be modified accordingly and the difference shall be adjusted (increased/reduced) proportionately in the outstanding installment payable by the ALLOTTEE(s). If, however, all the installments have been paid, then the difference shall be payable by/refundable to the ALLOTTEE(s) within thirty (30) days of notice given by the SELLER or the completion of the Project, whichever is later.
2. That subject to Force Majeure, the SELLER shall complete the development within 24 (Twenty Four) months with a grace period of 6 (six) months from the date of execution of this agreement to sell. Upon completion of the development of the Project, the SELLER shall immediately inform/notify the ALLOTTEE(s) for taking the possession of the Demised Premises.
3. Within 30 days of the date of issuance of "Offer of Possession" given to the ALLOTTEE(s) by the SELLER, the ALLOTTEE(s) shall take possession of the said premises after making full payment of basic sale consideration alongwith interest, if any, additional charges, taxes/charges as applicable and of all amounts becoming due, by the ALLOTTEE(s) to the SELLER in terms of Article - III under this Agreement.



4. The ALLOTTEE(s) shall not be entitled to demand the possession from the SELLER before making complete payment of the Basic Sale Consideration, deposits, interest, holding charges, additional charges, and other charges, if any, as per this Agreement.
5. In the event, the construction of the Project is not completed within 24 (twenty four) months with a grace period of 6 (six) months from the date of execution of this agreement, then the ALLOTTEE(s) may notify SELLER in writing with regard to the delay. The SELLER agrees that if the reasons of delay is not clarified/justified in a proper manner to the ALLOTTEE(s) upto his satisfaction then in that case ALLOTTEE(s) shall be entitled to:-
(a) terminate this agreement and to receive the refund of amount of advance payments made to the SELLER along with interest @ 9% per annum for the period starting from the receipt of ALLOTTEE'S request of termination by the SELLER or (b) receive the holding charges @ 5/- per sq. ft. per month. However, this clause shall not be applicable when the delay in completion of the Project by the SELLER is on account of Force Majeure or due to any default on the part of the ALLOTTEE(s).
6. The ALLOTTEE(s) undertakes that it has entered into this Agreement with full knowledge and understanding of the nature of construction and has fully satisfied itself in all respects after carrying out a due diligence of the construction plan of the SELLER, title documents pertaining to the Land, arrangements entered into by the SELLER with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to the Land and the Project. The ALLOTTEE(s) shall not be entitled to make any claims against the SELLER in respect of any construction work after taking the possession of the Demised Premises from the SELLER.
7. That the ALLOTTEE(s) shall bear all taxes, levies or assessments, lease money and other amounts payable to the government authorities (whether Central, State or local) in respect of the Demised Premises falling due on and from the date of possession. In the event of any amount being payable by the SELLER by way of any statutory tax OR levy to any competent authority in respect of the Land or Project then all such taxes and levies shall be divided amongst all the ALLOTTEES of the Project in the ratio of their respective areas of the units held by them and accordingly, the ALLOTTEE(s) shall reimburse the SELLER proportionate charges in the specified time period. The ALLOTTEE(s) hereby indemnifies and agrees to keep the SELLER indemnified and harmless against any loss, damage or

claim of any nature, whatsoever, which the SELLER may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies, lease money and/or any other such charges payable by the ALLOTTEE(s) in respect of the Demised Premises, Land or Project falling due on and from the date of possession.

8. That after completion of the Project, the ALLOTTEE(s) shall be offered possession of the Premises agreed to be allotted to him/her subject to payment of the entire consideration amount, additional charges, maintenance charges and all other payments payable by ALLOTTEE(s) and duly received by the SELLER by virtue of this Agreement. The ALLOTTEE(s) shall be liable to take possession of the Premises within Thirty (30) days of date of issuance of "Offer of Possession" by paying/clearing all the dues with regard to the said unit, till date. If the ALLOTTEE(s) fails and neglects to take possession it shall be liable to pay holding charges @ Rs.5/- per sq. feet per month (without prejudice to payment of other charges due, as on that date) to the SELLER for the period it delays in taking over the possession, subject to a maximum of 3 months. Further, if the possession is not taken even after the expiry of said three months, the SELLER shall be at its absolute discretion to decide whether to terminate the agreement or to refund the consideration received till date after deducting cancellation charges as described in para no. (3) of Article-IV of this Agreement. The failure to take possession shall not absolve the ALLOTTEE(s) of its liability to pay maintenance charges, etc., to the SELLER/ Maintenance Agency/Association/Service Company/Society. The ALLOTTEE(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such Premises during said period.
9. Save and except the ownership rights in respect of the Demised Premises and the right to use and enjoy Common Areas/facilities like lift, corridor and the right of ingress and egress in respect of any of the Common Areas, such as lobbies, staircases, corridors etc. or any part thereof, the ALLOTTEE(s) shall have no claim, right, title or interest of any nature or kind whatsoever in the Project which shall always remain the absolute property of the SELLER until the SELLER specifically transfers or assigns any/all such right(s) or title to any other person(s) or agency.

10. The SELLER alone shall be entitled to receive any refund of the security amounts deposited by it before or during the construction of the Project.

ARTICLE - VI: AGREEMENT NOT ASSIGNABLE

That this agreement or any interest of ALLOTTEE(s) in this agreement shall not be assigned by the ALLOTTEE(s), however:-

1. If the ALLOTTEE(s) still request for such assignment then in that case, ALLOTTEE(s) would only be entitled to assign the booking or allotment of the Premises after 55% payment stage as per CLP and payment thereof and after obtaining prior written consent of the SELLER, which shall not be unreasonably withheld as long as assignment, etc., is in consonance with terms of this Agreement and willingness of proposed assignee to execute documents of assignment, indemnity bond, affidavit, etc., as prescribed by the SELLER. That the ALLOTTEE(s) shall be entitled for such assignment only on payment of prescribed administrative charges to the SELLER.
2. That any change in the name mentioned as the ALLOTTEE(s) in this Agreement to Sell including addition/deletion will be deemed as assignment for this purpose. Further, in case any charges, levies, duties, taxes, stamp duty or increased stamp duty become payable on this account due to any legislation, rules and regulations, such charges, levies, taxes, duties, stamp duty or increased stamp duty shall be borne jointly and severally by the ALLOTTEE(s) or assignee(s) or nominee(s) thereby indemnifying the SELLER against any loss, penalty, damage that may be caused due to such assignment. ALLOTTEE(s) agrees to absolutely indemnify and hold harmless the SELLER and all its directors, employees, successors, executors and assigns against all harms, losses and damages that may come in its way due to that assignment. The assignee(s)/nominee(s) shall be bound by the terms and conditions of this Agreement.
3. That the ALLOTTEE(s) assures that the SELLER shall not be liable on any account, whatsoever, in respect of any transaction between the ALLOTTEE(s) and assignee(s). It is distinctly understood by the ALLOTTEE(s) that upon such assignment, the ALLOTTEE(s) shall no more be entitled to any privileges and facilities, if any, available in the said Project arising from the allotment of the Premises. The terms and conditions of this Agreement, shall be binding upon the nominee/assignee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

ARTICLE - VII: THE ALLOTTEE COVENANTS WITH THE SELLERS

The ALLOTTEE(s) has agreed and understood that:

1. The SELLER shall be absolute owner of the Terrace, Sky Bridge, club, parapet walls, outer walls and area for commercial use of the Project. The SELLER shall have unqualified and unfettered right in respect of abovementioned areas/space to allow/allot to anyone of its choice. The occupier(s)/ALLOTTEE(s) of such areas shall be entitled to make use of the same for all purposes whatsoever, as may be permitted by the SELLER. Further, the SELLER shall be entitled to use/deal /lease /sale with the such area for any purpose whatsoever and shall be free to use/construct further floors/blocks and/or effect structures of any sort or to put hoardings on such areas without any hindrance/obstruction whatever from the ALLOTTEE(s). Further, the seller or lessor shall have exclusive rights to receive any kind of revenue that may arise from use /renting /sale of such areas. The ALLOTTEE(s) shall not be entitled to claim any right of use/common use or otherwise of any nature whatsoever over such areas.
2. The SELLER shall be entitled to display neon or other signboards, advertisements at the roof, on the exterior of the Project, and Common Areas and use such open, free space for brand promotion, etc. and the revenue generated there from shall belong exclusively to the SELLER. The ALLOTTEE(s) and/or the Service Company/Association/ Maintenance Agency/ Society shall not have any rights in such revenue generated from display of signboards, advertisements on the exterior of the Project including Common Areas and usage of such open, free space for brand promotion. The SELLER alone shall be entitled to all the revenue generated from the hoarding, signage etc. The ALLOTTEE(s) shall not be entitled to put its hoardings/signboard or permit other persons to put their hoardings within the Project.
3. The ALLOTTEE(s) shall have no right in additional FAR (Floor Area Ratio) /TDR (Transfer of Development Rights) and this Agreement has been executed in respect of built up constructed area. Accordingly, the SELLER shall have the exclusive authority and right to commercially exploit the additional FAR/TDR by making additional construction or otherwise. The ALLOTTEE(s) will not object or resist or create any obstacles, interference or disturbance in the carrying out of the construction of additional storey(s). The ALLOTTEE(s) hereby gives consent to the same and agrees that he/she/it shall not be entitled to raise any objection or claim any reduction in price of the Demised Premises agreed to be acquired by him/or to any

compensation or damages on the ground of inconvenience or any other ground.

4. The SELLER shall be entitled to connect the electric, water, sanitary, drainage fittings etc. on additional structure/stores with the existing, electric, water, sanitary, drainage sources etc. at its own cost. The ALLOTTEE(s) shall not be entitled to raise any objection or claim any deduction in price of the Demised Premises or claim any compensation on the grounds of inconvenience or any other cause whatsoever or use of the common facilities that have been provided in the Project. In this event, the impartible undivided proportionate share in the Common Expenses in term of this Agreement shall stand automatically changed and varied proportionately.
5. The said ownership right in the Demised Premises have been sold to the ALLOTTEE(s) only for the specified purpose of being used as residential unit subject to the specific condition that the ALLOTTEE(s) shall have no right to use the Demised Premises for the business, workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The ALLOTTEE(s) has further specifically agreed that he/she/it shall not himself/herself/itself use or permit any other person to use the Demised Premises for the purpose other than that for which the Demised Premises have been sold to him/her/it. 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(s) and the right to take such other action or seek such other legal remedy as the SELLER may decide for restraining the ALLOTTEE(s) from making a use prohibited by this Agreement.
6. The ALLOTTEE(s) shall not use the Demised Premises for any purpose, which may or is likely to cause nuisance or annoyance to occupiers of other unit(s) in the Project or the owners or occupiers of neighboring properties or to crowd the lifts.
7. The ALLOTTEE(s) hereby agrees not to do or suffer anything to be done in or about the Demised Premises which may tend to cause damages to any flooring or ceiling or any space over/below or adjacent to the Demised Premises or in any manner interfere with the use thereof or of any open space, passage or amenities available for common use.

8. The ALLOTTEE(s) shall not store any goods of hazardous or combustible nature or such goods, which are so heavy that they can affect the construction or structure of the Project or any part thereof. The ALLOTTEE(s) hereby indemnifies the SELLER against any penal action, damages or loss due to misuse for which the ALLOTTEE(s) shall be solely responsible.
9. The ALLOTTEE(s) shall not at any time demolish the internal or external structure of the Demised Premises or any part thereof nor at any time make or cause to be made any additions or alterations of whatever nature to the Demised Premises or any part thereof. However, the internal changes would be allowed, subject to the request in writing from the ALLOTTEE(s) and its permission from the seller, if needed.
10. The ALLOTTEE(s) shall not be permitted for the closing of verandah or balconies or common passages or common corridors or staircase even if particular floor/floors are occupied by the same Party.
11. The ALLOTTEE(s) shall not make any alterations in any elevations and outside color scheme of the exposed walls, of the verandah, balconies, lounges or any external wall or both the faces of external doors and windows of the space acquired by him, which in the opinion of SELLER differs from the color scheme of the Project. The ALLOTTEE(s) shall have no right to make any new windows or openings or the right to make any changes in the doors, walls, windows, shutters and ventilators as may be provided in the Demised Premises.
12. The ALLOTTEE(s) hereby agrees that he shall have no right to put or fix or store or erect any kind of thing, article or goods in the common passages, corridors, projections, open compound or any other common place or space owned by the SELLER and the SELLER shall be entitled to remove the same without giving any notice to the ALLOTTEE(s) and to take them in its custody at the risk and responsibility of the ALLOTTEE(S). The ALLOTTEE(s) shall be entitled to claim return of such goods, materials, packages or things from the SELLER only on payment of removal/storage charges fixed by the SELLER provided that such goods are claimed within reasonable period and after the expiry of a reasonable period, the SELLER shall have the authority to forfeit and/or dispose off the same without any notice or accountability to ALLOTTEE(s) and no claim of any sort whatsoever shall be made by the ALLOTTEE(s) against the SELLER in respect of such goods.

13. The ALLOTTEE(s) agrees that he shall not hang from or attach to the beams or rafters or put on floors any articles or machinery, which are heavy or can or are likely to affect, endanger or damage the construction of the Project. The ALLOTTEE(s) shall not install any machinery, which may create sound or noise, which may in any manner cause damage or harm to the Project or any structure or portion thereof. The ALLOTTEE(s) further agrees the explosives combustibles articles or any other articles which are inflammable shall not be stored by him under any circumstances in the Demised Premises.
14. The ALLOTTEE(s) shall carry out day-to-day maintenance of the Demised Premises and fixtures and fittings installed therein including painting, polishing of interiors of the Demised Premises at its own cost.
15. The ALLOTTEE(s) shall not throw any rubbish or store any article or combustible goods in the common parts save to such extent and in such place or places, if any, as specified and/or permitted by the SELLER.
16. The ALLOTTEE(s) shall not do anything whereby the other co-allottee(s) are obstructed in or prevented from the enjoyment quietly and exclusively of their respective Units and jointly of the common spaces.
17. The ALLOTTEE(s) hereby covenants to keep the Demised Premises in good state and condition and maintain the periphery wall and partition walls of the Demised Premises, sewers, drainage pipes, appurtenances thereto or belonging thereto in the same good tenable repaired state or condition in which it is being delivered to him and in particular so as to support, shelter and protect the part of the Project other than Demised Premises agreed to be purchased by him. The ALLOTTEE(s) shall not do or suffer to be done anything in or to the Project, or the Demised Premises, or the staircases, common passage, corridors or the compound which may be in violation of any laws or rules of any authority.
18. The ALLOTTEE(s) hereby covenants with the SELLER to pay from time to time all the amounts which the ALLOTTEE(s) is liable to pay under this Agreement, to observe and perform all the terms and conditions contained in the Agreement and to comply with and carry out from time to time all the requirements, requisitions, orders and demands which are to be complied with under the orders of any competent legal authority in respect of any matter of the Demised Premises and/or use of public area and facilities and to keep the SELLER and its agents and respective estates and effect, indemnified and harmless against all cost, consequences and against all losses on account of non-compliance of the said requirements, requisitions,

orders and demands and/or non-observance of the conditions of this Agreement, except in so far as the same are to be reserved and performed by the SELLER.

19. The entire open space of the Project and any vacant/unsold/unleased portion of the Project shall always remain in exclusive possession and control of the SELLER and the SELLER alone shall be entitled to use or regulate the use of the said open space or vacant portion of the Land/Project or cause any development thereof in such manner as they may decide from time to time at their sole discretion.

ARTICLE -VIII: MAINTENANCE OF COMMON AREAS AND FACILITIES

1. That the ALLOTTEE(s) acknowledges that the maintenance and management of the Common Area and Facilities in the Project as described in Schedule C of this Agreement shall be undertaken by the SELLER or its nominees or by Maintenance Agency/Association/Service Company/Society as formed/ appointed/ constituted by the SELLER or SELLER and the unit owners jointly.
2. It is mandatory on the part of ALLOTTEE(s) to enter into a maintenance agreement with the SELLER or Maintenance Agency/Association/Service Company/Society as the case may be, at the time of execution of sale deed of the Demised Premises in favor of the ALLOTTEE(s).
3. That the SELLER/ Maintenance Agency/Association/Service Company/Society shall manage/maintain the Common Areas and Common Facilities. In order to secure due performance of the ALLOTTEE(s) in payment of the maintenance and other charges payable to the SELLER/Maintenance Agency/Association/ Service Company/Society under this Agreement, the ALLOTTEE(S), shall deposit with the SELLER, an **interest free maintenance deposit** as described in **ARTICLE - III** of this agreement. The Interest free maintenance deposit, shall vest initially with the SELLER/Maintenance Agency/Service Company till the formation of the Association /Society thereafter the same will be handed over to the Association /Society who in turn shall maintain such deposit in a separate bank account.

4. The amount received as escrow and corpus fund shall initially vest with the SELLER till the formation of the Association /Society thereafter the same will be handed over to the Association /Society who in turn shall maintain such fund in a separate bank account. The said fund shall be utilized by the SELLER /Association/Society for capital replacement in the Project and major repairs in the Project respectively as and when required. The SELLER shall not be liable to pay any interest on the said amount.
5. The ALLOTTEE(s) agrees that:
- (a) The ALLOTTEE(s) shall pay to the SELLER or Maintenance Agency/Association/Service Company/Society common area maintenance charges plus service tax ("**CAM Charges**") on monthly basis as fixed by the SELLER or Maintenance Agency/Association/Service Company/ Society towards the up keep and maintenance of Common Areas facilities as specified in **Schedule C** of this agreement and Club from time to time.
 - (b) The ALLOTTEE(s) shall be required to pay the monthly CAM Charges even if the Demised premises remain unoccupied during the relevant month. The monthly CAM Charges shall be charged on chargeable area (as applicable time to time) of the Demised Premises from the date as conveyed by the SELLER or Maintenance Agency/Association/Service Company/Society. The minimum monthly CAM Charges shall be computed at the rate per square feet per month plus service tax & other taxes (if any) in respect of the chargeable area of the Unit, which shall be intimated to the ALLOTTEE(s) in due course.
 - (c) The contents of Demised Premises shall be insured by the ALLOTTEE(s) at his/her own cost. The ALLOTTEE(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of the Demised Premises or any part of the Project or cause increase in premium payable in respect thereof.

**ARTICLE - IX: Compliance of Laws under any Upcoming Act/Rules,
relating to said Unit/Project.**

The ALLOTTEE(s) agrees to comply with the requirements of any law relating to the unit(s)/Project which might be enacted by Rajasthan Government or by Central Government. The ALLOTTEE(s) agrees that he/she shall solely be responsible for complying with the necessary formalities as laid down in such upcoming Act, rules, notifications, and guidelines made there under or any statutory amendments, modifications made thereof. Failure to perform and observe any or all of the obligations mentioned in said upcoming act or failure to execute any other Deed, document, declaration, undertaking, indemnity in pursuance to such upcoming act shall construed Default of ALLOTTEE(s) under para 1 of Article IV of this agreement.

ARTICLE - X: Purchase not dependent on financing Contingency.

The ALLOTTEE(s) may obtain finance from any financial institution /Bank or any other source but the ALLOTTEE(s) obligation to purchase the said "Unit" pursuant to this agreement shall not be contingent on the ALLOTTEE(s) ability or competency to obtain such financing and the ALLOTTEE(s) will remain bound under this agreement whether or not he/she has been able to obtain financing for the purchase of the said "Unit".

ARTICLE - XI: MISCELLANEOUS

1. The Project shall always be known as "**Verve**" and the name of the Project shall not be changed except with the consent of the SELLER.
2. The SELLER shall be free to assign any/all of its rights under this Agreement and rights in respect of the Project and the Land to any other person/entity ("**Assignee**") and the ALLOTTEE(s) shall not be entitled to object the same in any circumstance.
3. This Agreement is only an agreement to sell the Demised Premises to the ALLOTTEE(s) and will not be deemed to be "SOLD" till full and final payment of Basic Sale Consideration and other related charges/amounts as per this agreement is made to the SELLER and a sale deed registered in the favour of ALLOTTEE(s) and thus, the same supersedes any other agreement or arrangement whether written or oral, if any, between the Parties and variation in any of the terms hereof, except under the

signatures of the authorized signatory of the SELLER after the date of execution of this Agreement.

4. All letters, receipts, and/or notices demand or intimations issued by the SELLER or its nominee and dispatched to the last address known to it of the ALLOTTEE(s) or email ID provided at the time of booking of the Demised Premises shall be sufficient proof of receipt of the same by the ALLOTTEE(s) and shall fully and effectively discharge the SELLER/ nominee.
5. The covenants herein agreed by the ALLOTTEE(s) shall be binding and enforceable against the ALLOTTEE(s)/ occupier/lessee of the Demised Premises. That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising there under in respect of the Premises shall equally be applicable to and enforceable against any and all ALLOTTEE(s)/ occupiers and/or subsequent buyer(s) of the Premises, as the said obligations go along with the Premises for all intents and purposes. Further, the terms and conditions agreed by the ALLOTTEE(s) under this Agreement shall be made legally binding on the occupier as part of the terms and conditions between ALLOTTEE(s) and the occupier and defaults of the occupier/lessee shall be treated as that of the ALLOTTEE(s) unless context require otherwise.
6. The ALLOTTEE(s) and the persons to whom the Demised Premises or part thereof is let, 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 SELLER and/ or its nominee may ask it to do from time to time.
7. The ALLOTTEE(S), if resident outside India shall be responsible for complying with the necessary formalities laid down in Foreign Exchange Management Act, 1999, and other applicable laws including that of remittance of payment and for acquisition of the immovable property in India. The ALLOTTEE(s) shall furnish the declaration as required under law. In case there is any change in the residential status of the ALLOTTEE(s) subsequent to the execution of this Agreement, the same shall be intimated to the SELLER immediately.
8. The SELLER shall not be held responsible for any future mishaps and force majeure like fire, earthquake, flood or any other acts of god etc. or any accident caused due to any of the machineries/equipments installed like lift, electricity meters, transformer etc.

9. The club house shall be owned, exclusively by the SELLER. The ALLOTTEE(s) will be a member of the club after execution of sale deed of the Demised Premises in favour of the ALLOTTEE(s) and subject to payment of club membership fee. The SELLER shall also be entitled to make the rules and regulations for use of club facilities, and the ALLOTTEE(s) undertakes to abide by such rules and regulations. The SELLER also reserves the right to admit outsiders (i.e. other than ALLOTTEE(s) or Occupants of the Project) also as members of the Club House in equal proportion to the total number of saleable units in the Project, on such terms and conditions as it may deem fit and proper. The ALLOTTEE(s) shall be entitled to use the Club House subject to the timely payment of monthly maintenance charges, operational charges, usage charges etc. in respect of the Club House as decided by the SELLER from time to time along with applicable taxes. It is further clarified, that the ALLOTTEE(s) agrees and understands that the ownership of Club House vests solely with the SELLER and their usage and manner/method of use/disposal etc shall be at the sole discretion of SELLER.
10. The ALLOTTEE(s) will not demand partition of his interest in the said Land and the Project and any part thereof. The said Land and the Project is undivided and impartible. The ownership of all the Common Areas as described in Schedule C of this Agreement shall remain common amongst SELLER/ALLOTTEE(s).
11. In all the matters/issues not hereby specifically provided, the decision of the SELLER shall be final. If there arises any dispute amongst various allottees with respect to any matter relating to use of common amenities, services and facilities at the said Project or generally in relation to matters of upkeep and maintenance of the Project, the decision of SELLER/Association/Service Company/Society/Maintenance Agency in that respect shall be final and binding on ALLOTTEE(s).
12. That any dispute or differences amongst the parties i.e. ALLOTTEE(s) and SELLER that may at any time arises, in connection with or incidental to this Agreement shall be referred to the arbitrator who shall be appointed by the SELLER only and who shall be the sole arbitrator in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and his decisions shall be final and binding on both the parties and this Agreement shall be deemed to be an agreement subject to arbitration. The seat of arbitration shall be Jaipur and cost of arbitration shall be equally borne by both the parties.

13. The registration charges and stamp duty in respect of this Agreement shall be borne by the ALLOTTEE(s) alone.

IN WITNESS WHEREOF the Parties hereto have set their respective hands hereunder on the day.

SIGNED AND DELIVERED by the

SIGNED AND DELIVERED

Within named "SELLER"

within named "ALLOTTEE(S)"

Gurnani Infradevelopers Pvt. Ltd.
Through its Authorized Signatory

SIGNATURE:

SIGNATURE:

WITNESS: -

1. Signature_____

2. Signature_____

Name_____

Name_____

Address _____

Address _____

SCHEDULE A

Description of the "Land"

Plot No.A-4 & A-5 admeasuring 1600.00 Sq. Yards situated at Burmese Colony,
Opp. Satya Sai College, Jaipur.

Surrounding Sides are :

On North:	Plot No. A-6
On South:	Plot No. A-3
On East:	Road 298"
On West:	Plot No. A -32 , A-33, A-34

SCHEDULE B

Description of the "Unit"

Unit No.	Floor	Type of Unit		Built Up Area

SCHEDULE C

COMMON AREAS AND COMMON FACILITIES

1. Staircase and landings on all the floors including main entrance lobby.
2. Common passage on the ground stilt floor.
3. Water pipes and other plumbing installation from the overhead/underground water tanks for the supply of the water.
4. Electric wiring, meters and fittings, electric panel (including those as are installed for any particular unit), transformer etc.
5. Light and electrical fittings, if any, in the aforesaid common parts.
6. Boundary wall.
7. Main entrance gate(s) for entry and exit in the Project.
8. Drive ways.
9. Bore well and pump.
10. Common toilets and lobbies.
11. Open setbacks of the plot after leaving space for the unreserved open car parking areas.
12. Lifts and its machineries, loft well, generator etc.
13. Telephone lines and cable TV wires.
14. Basket Ball Practice Pole.
15. Skating Rink.
16. Multipurpose court etc.

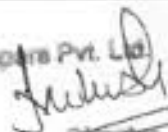
SCHEDULE D

COMMON EXPENSES

1. All costs of maintenance, operating, minor white washing, minor painting, redecorating and lighting the common parts and common areas and also the outer walls of the Project and the parking space.
2. The salaries, perks, and allowances of all the persons employed for the aforesaid purpose.
3. All charges and deposits for supplies of common utilities.
4. Costs and charges of establishment for maintenance of the Project and for the watch and ward staff.
5. The office expenses incurred for the maintenance of the office for the common purposes.
6. Operation and maintenance of lifts (including AMC)
7. Maintenance of the common bathrooms/toilets;
8. Horticultural work and landscaping of gardens
9. Maintenance of the fire-fighting equipment;
10. Repair and replacement, if necessary, of capital goods, equipments like lifts, DG Set, pumps, electric cables, sewer lines water/main & main holes etc.
11. Maintenance of walkways, other common area.
12. Maintenance of open space within the boundary wall to the Project such as maintenance of compound wall, landscaping, electrification, ramps, boundary wall of the Project, water supply, tube well, sewerage, roads and paths, and other services, within the boundary wall but outside the Project.
13. All other expenses and outgoings as are deemed by the SELLER/ Service Company / Maintenance Agency / Association/Society to be necessary or incidental to and for regulating interests and rights of the allottees.

SCHEDULE E

STAGE	PERCENTAGE OF PAYMENT	Rs.
ON REGISTRATION	15%	
ON CASTING OF BASEMENT ROOF	10%	
ON CASTING OF FIRST FLOOR ROOF	10%	
ON CASTING OF THIRD FLOOR ROOF	10%	
ON CASTING OF FIFTH FLOOR ROOF	10%	
ON CASTING OF SEVENTH FLOOR ROOF	10%	
ON CASTING OF NINETH FLOOR ROOF	10%	
ON CASTING OF ELEVENTH FLOOR ROOF	10%	
ON External Finishing + Additional Charges	5%+ Club Membership	
On Internal Finishing + Additional Charges	5%+ LPG Pipeline + IFMD+ Escrow Fund	
ON POSSESSION + Additional Charges	5%+ Corpus + Transformer Charges	


Director

Ref. No.

Date :

ALLOTMENT LETTER

Mr./Mrs./Ms. _____

_____.

Sub: Allotment of Flat No- _____, in "Verve" P.No. A-4 and A-5,
Burmese Colony, Jawahar Nagar, Jaipur.

Dear Sir/Madam,

We refer to your application dated _____, for allotment of a residential Flat in our project "Verve" situated at P.No. A-4 and A-5, Burmese Colony, Jawahar Nagar, Jaipur. It gives us immense pleasure to inform you that you have been allotted Flat No _____, having carpet area of _____ sq. ft, built up area of _____ sq. ft. and super built-up area of _____ sq. ft. type _____ on _____ floor in tower Verve. In pursuance of the terms & conditions as laid down in the Application Form the Total Price of the Flat and other charges (if any) shall be payable as per the payment plan agreed between us. The terms and conditions of the Agreement for sale, to be executed between you and the promoter, shall be final and binding between both the parties. All the taxes, dues, levies, demands or charges including but not limited to Service Tax, GST, if any, shall be borne by the purchaser/allottee.

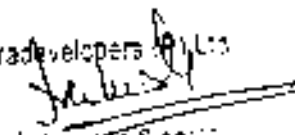
We value our relationship and welcome you amongst our family.

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

Yours faithfully,

For M/s. GURNANI INFRADEVELOPERS PRIVATE LIMITED

For Gurnani Infra Developers Pvt. Ltd.


Authorized Signatory