Draft Allotment Letter

ALLOTMENT LETTER

Mr./Ms./Mrs. _____ **Dated:**_____

_____

_____

_____

Co- Appl._____(if, any)

Sub: Letter of Allotment of Flat/Unit in "Unique Apex Towers Phase-II" situated at Khasra No. 550/1, 550/2 and 550/3 situated on Pal road, Village Dhinana Ki Dhani, Jodhpur

Dear Sir(s)/Madam(s),

Hearty Congratulations!!!

We are delighted to inform you that you have been allotted a Unit/Flat bearing no. _____on _____Floor, _____ Tower, having tentative carpet area of _____ sq. ft and exclusive balcony area of _____sq.ft., super built up area of _____ sq. ft., ("**Unit**"), against your Registration/Application form no. _____ dated _____ ("**Application Form**"), in our project named as "**Unique Apex Towers Phase-II" ("Project")** which is being developed upon land admeasuring 24974.4 Sq. Yard situated at Khasra No. 550/1, 550/2 and 550/3 situated on Pal road, Village Dhinana Ki Dhani, Jodhpur ("**Project Land**") and more particularly described in **Schedule-I** hereto in accordance with terms and conditions of said Application Form and this Allotment Letter.

The allotment of the said unit/space is subject to the terms and conditions of the Application Form, this Allotment Letter and the terms and conditions of the Apartment Buyer's Agreement/Agreement for sale, proposed to be signed with you, including the timely payment of total payable amount and other payments as per the payment schedule mentioned in this Allotment Letter.

The above provisional allotment of the Unit in your favour, is further subject to you making timely payment to us as per the Payment Plan and execution of the standard Flat buyer's agreement/Agreement to Sell with us within 45 days from the date of its dispatch by us at your

The terms and conditions (Page 1 to 15) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

_____
Allottee(s)

For Mantra Lifestyle Homes Pvt. Ltd.

Director

address as notified by you in the said application. The Agreement to Sell stipulates the detailed terms and conditions of the contemplated sale of the Unit in your favour. If you fail to sign and return the executed copy of the Agreement to Sell with the stipulated period of 45 days and/ or if you fail to comply with any of your obligations as per application form or this provisional allotment including but not limited to making of timely payments as aforesaid, then we shall be fully entitled, at its sole discretion, at any stage, to cancel the allotment of the Unit and forfeit the entire Earnest Money. In such an event you will also not be entitled for the refund of amounts paid towards, statutory charges, interest on delayed payment etc.

Please quote the Unit No. as mentioned above in all your future correspondence with us. In token of your confirmation of the above, please return the duplicate copy of this letter duly signed by you.

For any query, please feel free to visit our Site or corporate office at _____ and can also call on _____/_____ and we would be happy to assist you. You can also e-mail to us on _____.

Assuring you the best of our services.
You are kindly requested to accept the allotment by signing on the office copy of the allotment letter.

TERMS & CONDITIONS IN RESPECT OF ALLOTMENT OF A FLAT/UNIT IN THE RESIDENTIAL PROJECT NAMED "UNIQUE APEX TOWERS PHASE-II".

1. The Project has been registered with the Real Estate Regulatory Authority ("Authority") on date _____and the Project's Registration Certificate No. is _____. This Registration is valid for a period of _____years commencing from_____, unless renewed by the Authority. The details of the Promoters and the Project are also available on the website (www. rera-rajasthan.in) of the Authority as required under Real Estate (Regulation and Development) Act, 2016 ("**Act**").
2. The Allottee(s) has/have full knowledge of all the laws/notifications and rules applicable to the the Project and further acknowledges that that he/she has seen all documents / papers in relation to the Project, including but not limited to the title documents, license, sanctions, approvals etc. obtained from the competent authorities and after being fully satisfied about the rights, title and interest possessed by M/s Hira Real Estate & Properties Pvt. Ltd. (CIN:

The terms and conditions (Page 1 to 15) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

_____
Allottee(s)

For M...

Director

U70101RJ2003PTC018329) a company incorporated under the laws of India having its registered office at 689, 9th C Road, Sardarpura, Jodhpur, Rajasthan-342003 (hereinafter referred to as **"Land Owner" or "Promoter No.1"**) and Mantra Lifestyle Homes Pvt. Ltd. (CIN No. U70101RJ2011PTC037342), a company incorporated under the laws of India, having its corporate office at 4th Floor, Unique Destination, Laxmi Mandir Crossing, Tonk Road, Jaipur (hereinafter referred to as **"Promoter No. 2" or "Promoter No.2"**) over the Project Land. The Applicant(s) acknowledges having also obtained all clarifications with respect to the Project and Project Land.

3. The sale consideration of the Unit is Rs. _____/- (Rupees _____ only), including consideration for exclusive balcony and preferred location charges, if any, (hereinafter referred to as "Basic Sale Consideration of Unit").

4. The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc (hereinafter referred to as "Additional Payments"):
   a) One month maintenance charges as per clause 10.1: Rs._____/- (Rupees _____ only);
   b) Association Formation Charges: Rs._____/- (Rupees _____ only);
   c) Interest Free Maintenance Security (IFMS): Rs._____/- (Rupees _____ only);
   d) Preferential Location Charges (PLC): Rs. _____/- (Rupees _____only);
   e) External Electrification Charges: Rs._____/- (Rupees _____ only);
   f) Power Backup Facility Charges: Rs._____/- (Rupees _____ only);
   g) Legal and Administrative Charges: Rs._____/- (Rupees _____ only);
   h) Service Tax/GST: Rs._____/- (Rupees _____ only);
   i) Insurance of Project Land and Project: Rs._____/- (Rupees _____ only);

5. The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit is Rs. _____/- (Rupees _____ only), which shall hereinafter be referred to as "Total Payable Amount".

6. The Allottee(s) is aware that the Total Payable Amount is inclusive of the booking amount, VAT/Service Tax/Cess/GST or any other similar taxes levied in connection with the construction of the Project upto the date of handing over of possession of the Unit, cost of

internal/external development charges and the cost of providing all facilities, amenities, specifications within the Unit and the Project and more specifically detailed in **Annexure-I** annexed herewith.

7. The Allottee(s) shall pay the Total Payable Amount of Unit less booking amount of Rs._____/-(Rupees_____only) strictly in accordance with the Payment Plan annexed herewith as **Annexure – I,** through Account Payee Cheque / Demand Draftin favor of "_____". payable at _____. The receipt would be valid only after realization of the said cheque/demand draft/and effect of credit in account of the Promoter No. 2. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

8. The Allottee(s) should note that an amount equivalent to 15% of Basic Sale Consideration shall be treated as the **"Earnest Money"** and the balance amount shall be paid by the Allottee(s) in accordance with the payment plan specified in "**Annexure I**" hereto.

9. The Allottee(s) is aware that The Total Payable Amount is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the Competent Authority, from time to time. If the increase is in statutory charges including but not limited to, upward revision of External Development Charges / Infrastructure Development Charges, taxes, Lease Money, Urban Development Tax, other government charges / deposits, increase of deposits / charges for supply of electricity and water, cost of additional fire safety measures, revision of ground rent, or outgoings of any kind or nature, the Allottee(s) shall be liable to pay the said additional charges and taxes to the Promoter No. 2 from the date of booking. The Allottee(s) agrees and confirms to pay the same to the Promoter No. 2 as and when demanded by the Promoter No. 2. The Promoter No. 2 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 No. 2 shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

The terms and conditions (Page 1 to 15) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

_____
Allottee(s)

For Mantra Lifetstyle Homes Pvt. Ltd.

Director

10. Every Allottee(s) shall be bound to join, subscribe and become member of the Maintenance Association, which will maintain common areas and common facilities of the Project and regular up keep of Project and shall pay monthly maintenance charges to the Maintenance Association as prescribed. The Allottee(s) shall sign and execute the application for becoming a member of the Maintenance Association and sign the copy of bye-laws of the Maintenance Association and shall duly fill-in, sign and return to the Seller within fifteen (15) days of the same being forwarded by the Promoter No. 2 to the Allottee(s). After the handover of common areas and facilities of the Project to the Maintenance Association, it shall be the sole responsibility of the Maintenance Association, to run and maintain the common areas and common facilities of the Project. The Allottee(s) is aware that until the handover of the common areas and facilities of the Project to the Maintenance Association in accordance with RERA, the Promoter No. 2 itself or through maintenance agency shall maintain the common areas and facilities of the Project. The Promoter No. 2 shall transfer the IFMS to the Maintenance Association without any interest at the time of takeover of common areas and common facilities of the Project to the Maintenance Association.

11. In case there is any change / modification in the taxes or introduction of any new direct / indirect tax, the subsequent amount payable by the Allottee(s) to the Promoter No. 2 shall be increased/ reduced accordingly. However, 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 Project by the authority as per the Act, the same shall not be charged from the Allottee(s).

12. The Allottee(s) agrees to execute the Seller's Standard Agreement for Sale/Apartment Buyer's Agreement, Sale Deed or any other agreement and/ or document, as and when called upon to do so by the Promoter No. 2. A copy of Seller's Standard Agreements in respect of the Project is available on www._____.com and a copy of the same may be availed by the Allottee(s) from Seller's office by paying Rs. _____ per page.

13. It is understood by the Allottee(s) that the Promoter No. 2 shall have no obligation to send reminders/ notices to the Allottee(s) in respect of the obligations of the Allottee(s) as set out in the application Form and in this Allotment Letter and Agreement to Sell and the Allottee(s) is required to comply with all his obligations on its own. In the event the Allottee(s) fails to comply with terms and conditions thereof, the Promoters shall always have the right to cancel / terminate the Allotment Letter and/or Agreement to Sell and to forfeit the entire Earnest Money. Thereafter, the Allottee(s) shall be left with no lien, right, interest, title or claim of whatsoever nature under the Allotment Letter and/or Agreement to Sell.

The terms and conditions (Page 1 to 15) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

_____
Allottee(s)

For Mantra Lifestyle Homes Pvt. Ltd.

Director

14. Allottee(s) agrees that parking space which may be earmarked with the Unit will be treated as a single indivisible unit for all purposes and the Allottee(s) undertakes not to transfer this right in favour of any third party independent of the conveyance, sale, transfer and assignment of the Unit.

15. The Allottee(s) hereby authorizes the Promoter No. 2 to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s) against the Unit, if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the Promoter No. 2 to adjust his payments in any manner.

16. The Promoter No. 2 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 under this Agreement and/or in the Unit, in any way and Promoter No. 2 shall issue the payment receipts in favour of the Allottee(s) only and in case of cancellation by any such Allottee(s) refund as per the terms of the Agreement shall be made only to the Allottee(s).

17. A detailed Agreement for sale shall be executed between the Allottee(s) and the Promoters in the Seller's standard Agreement for Sale format mentioned hereinabove.

18. The sale deed shall be executed and registered and title of the Unit along with pro rata share in common areas and facilities of the Project shall be conveyed by the Promoters in favour of the Allottee(s) within a period of three (3) months from the date of issue of Occupancy Certificate subject to full and final payment of all moneys payable including interest, if any, and all other dues of the Promoters by the Allottee(s) in terms of the Application Form, this Allotment letter and Agreement for Sale and subject to compliances of all other relevant terms and conditions of the Application Form, this Allotment Letter and the Agreement for Sale. The cost of stamp duty, registration charges and other incidental charges expenses as applicable in respect of execution of Agreement for Sale, Sale Deed, etc shall be borne by the Allottee(s).

19. The timely payment of installments as per the Payment Plan shall be the essence of this application/allotment. It shall be incumbent upon the Allottee(s) to comply with the terms of payment and other terms and conditions of allotment and sale. In case the Allottee(s) fails to make payment of any installment as per Payment Plan, despite having been issued notice in this regard by the Promoter No. 2, the Allottee(s) shall be liable to pay Interest as per Rajasthan Real Estate (Regulation and Development) Rules, 2017 ("Rules"). In case of Allottee(s) fails to pay the due instalment together with interest payable thereon within a period of 60 days from the payment due date, the same shall be construed as default and the Promoter No. 2 may, at its sole

discretion, cancel the allotment and/or terminate the Agreement to Sell and be entitled to forfeit the Earnest Money taxes, duties, cess, etc. paid to concerned department in respect of the Unit and the interest liabilities and refund balance amount without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer and the Allottee(s) shall have no other claim whatsoever against the Seller. However, the Promoter No. 2 may, at its sole discretion, decide not to cancel the allotment. Such discretion to condone the delay and not cancel the allotment shall vest exclusively with the Promoter No. 2 and all decisions taken by the Promoter No. 2 in this regard shall be final and the Applicant(s) agrees that all such decisions of the Promoter No. 2 shall be binding on and acceptable to him. In any case whatsoever such acts shall not be considered as waiver on the part of the Promoters nor shall the same in any manner prejudice the rights of the Promoters.

All over-due payments from the Allottee(s) shall attract interest at the rate specified under the Rules per annum from the date it fall due till the date of receipt of actual payment. If any of the cheques of the Allottee(s) gets dishonoured for any reason whatsoever, the Promoter No. 2 shall be fully entitled, at its sole discretion, to cancel the Allotment and to forfeit the entire Earnest Money. However, the Promoter No. 2 may, at its sole discretion, may defer its right to cancel the allotment by charging Cheque Dishonour Charges. Cheque Dishonour Charges payable for dishonour of a particular instalment payment cheque for first instance is Rs. 2500/- and for second instance it is Rs. 5,000/- only. Thereafter, no cheque will be accepted and payments shall be accepted through Bank Demand Draft(s) only.

20. The Promoter No. 2 upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit, to the Allottee(s) in terms of Agreement for Sale to be taken within three (3) months from the date of issue of occupancy certificate.

21. Subject to force majeure, the Promoter No. 2 agrees to offer possession of the Unit on or before _____. In the event of the failure of the Allottee(s) to take over the possession of Unit, the Promoter No. 2 shall have the option to cancel allotment and forfeit Earnest Money and interest liabilities and refund balance amount without any interest or the Promoter No. 2 may without prejudice to its rights under this allotment letter, decide not to cancel the allotment of the Unit and in such case the Allottee(s) shall pay the Promoter No. 2 the following amount:-
    i. The amount due with interest as mentioned in the notice for possession from the due date till date of the payment.
    ii. Maintenance charges from the date of offer of possession as per notice of possession.
    iii. Holding/ safeguarding charges @ Rs. 5/-per sq. ft. month for the period of delay.

    However, notwithstanding anything mentioned hereinabove in this clause, in case the delay in taking possession of the Unit by the Allottee(s) exceeds _____ days, the Promoter No. 2

without prejudice to its rights under the Agreement for Sale, shall be entitled to terminate the allotment and forfeit Earnest Money, taxes, duties, cess, etc. paid to concerned department in respect of the Unit, interest liabilities and other charges payable for delay in taking possession as mentioned hereinabove and refund balance amount without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

22. In case the Allottee(s) cancels/withdraws from the Project without any fault of the Promoters, the Promoter No. 2 herein is entitled to forfeit the Earnest Money, all any taxes, duties, cess etc paid by the Allottee(s) and deposited by the Seller to the concerned department/authority in respect of the Unit and all other penalties, interest liabilities, dues of any nature whatsoever in respect of the said Unit as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoter No. 2 to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.Further, on cancellation of allotment of Unit by thePromoter No. 2 or by the Allottee(s) all rights, title and interest of the Allottee(s) over the Unit shall stand extinguished and the Allottee(s) shall have no further legal right, title and interest of any nature over the Unit and the Promoter No. 2 shall be entitled to transfer the Unit to any other person(s) at its own discretion.

23. In the event it becomes impossible for the Promoter No. 2 to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter No. 2 shall refund to the Allottee(s) the entire amount received by the Promoter No. 2 from the Allottee(s) without interest or compensation whatsoever. Allottee(s) agrees that he/she shall not have any rights, claims, etc. against the Promoters and the Promoters shall be released and discharged from all its obligations and liabilities under Application Form, this Allotment Letter and Agreement for Sale to be executed.

24. The Promoter No. 2 shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the said Unit without the previous written consent of the Allottee(s) and Promoter No. 2 shall not make any other additions and alterations in the sanctioned plans, layout plans and specifications of the buildings or the common areas and facilities in respect of the Project without the previous written 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 No. 2 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.

Provided that, the Promoter No. 2 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 RERA.

25. The Promoter No. 2 shall confirm to the final Carpet Area/super built up area that has been allotted to the Allottee(s) after the construction of the Project is complete, by furnishing details of the changes, if any, in the Carpet Area/super built up area. The Total Payable Amount payable for the Carpet Area/super built up area shall be recalculated upon confirmation by the Promoter No. 2. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 above.

26. The Allottee(s) shall be liable to pay from the date of offer of possession, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Super Built Up area/Carpet area of Unit to the Super Built Up area/Carpet area of all apartments in the Project. If the Promoter No. 2 has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter No. 2 within 15 days from the date of notice in this regard from the Promoter No. 2 failing which the Promoter No. 2 shall be entitled to charge interest for the period commencing on the date on which the Promoter No. 2 paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter No. 2.

27. That the Promoter No. 2 proposes to develop a club house in the Project consisting of various recreational facilities, in accordance with the permission / sanctions of Governmental Authority. The Allottee(s), upon registration of the Conveyance Deed of the Unit in favour of the Allottee(s), shall be entitled to become the member of the club house. The Allottee(s) shall also pay the annual membership fees and monthly charges for maintenance and operation in respect of the Club House as may be decided from time to time along with applicable taxes. Any payment towards annual membership by the Allottee(s) shall not envisage any sale or ownership over club house and all the equipment and common utilities installed or placed in club house. In the event of transfer of Unit in favor of any other person, the membership of the club house shall also be transferred in favor of the subsequent buyer of the Unit. However, the member will be

required to fill membership registration form and pay the requisite membership fee. The Allottee's right to use the club shall at all times be contingent on due and faithful observance by the Allottee(s) of all the rules, regulations, by laws and conditions as may be notified to the Allottee(s) from time to time.. In addition to the above, the Allottee(s) shall be liable to pay usage charges, as may be intimated to the Allottee(s) from time to time, in accordance with the services availed by the Allottee(s) at club..

28. The Allottee(s) agrees that the Promoters shall have the right to make additional construction anywhere in the Project Land including construction of upper floors, including but not limited to the reasons of increase in floor area ratio (FAR) at the Project Land or for any other reasons whatsoever to the extent permissible by the Governmental Authorities. The Promoters shall have the right to transfer such additionally constructed areas/units in any manner whatsoever as the Seller may in its absolute discretion deem fit. In the event such additionally constructed areas/units are developed on the Project Land, then the transferees of such additional construction shall have the same rights as the Applicant(s) with respect to the Project including the right to be member of the Association and a right to use of the common areas and facilities. The Promoter No. 2 shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Project Land. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards any such additional FAR and shall have no right and/or objection to any of such additional construction activities to be carried on by the Promoter No. 2 on the Project Land, provided the specifications and size of the Unit shall not undergo a charge.

29. On intimation from the Promoter No. 2, the Allottee(s) shall be bound to execute the Agreement for Sale and other documents as may be required by the Promoter No. 2 and the terms and conditions of the same shall be binding upon the Allottee(s). On failure to execute the same within forty five days (45) from the receipt of notice in this regard/or adhere to the terms and conditions mentioned therein, the Promoter No. 2 may at its option decide to either continue the allotment or cancel the allotment. In case of cancellation of allotment, the Promoter No. 2 shall be fully entitled, at its sole discretion, at any stage, to cancel the allotment of the Unit and forfeit the entire Earnest Money. In such an event the Allottee(s) will also not be entitled for the refund of amounts paid towards, statutory charges, interest on delayed payment etc.

30. The Allottee(s) shall not transfer/assign his allotment of the Unit without prior written permission of the Promoters. Once the Agreement to Sell has been executed, after payment of minimum 30% of the Basic Sale Consideration by the Allottee(s) or period of ten (10) months being elapsed from the date of issuance of Allotment Letter, whichever is later, the Allottee(s)

may, provided the Allottee(s) is in compliance of all terms and conditions of the Agreement to Sell, assign / transfer its rights and obligations under the Agreement to Sell or nominate/substitute any third person/entity in his place for execution of the conveyance / sale deed in respect of the Unit . Any such assignment/ transfer/ substitution shall be subject to the Allottee(s) submitting documentary proof as may be required by the Promoters, payment of a transfer / administrative charges of 2% of the Basic Sale Consideration along with all other dues payable by the Allottee(s) to the Promoter No. 2 till that date and further subject to such terms and conditions as may be imposed by the Promoter No. 2. Any such assignment / transfer by the Allottee(s) shall always be subject to applicable laws, notifications/ governmental directions.

31. In case the Allottee(s) wants to avail of a loan facility from his employer or any Bank or any Financial / Lending Institution to facilitate the purchase of the Unit applied for, the Promoters shall facilitate the process subject to the following:

    i. The terms of the Employer / Bank / Financing Institution shall exclusively be binding and applicable upon the Allottee(s) only.
    ii. The responsibility of getting the loan sanctioned and disbursed, as per the Payment Plan shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter No. 2 as per Payment Plan shall be ensured by the Allottee(s), failing which the Allottee(s) shall be governed by the provisions contained in clause 14 herein-above.

32. The Allottee(s) agrees that the development of the Project is subject to force majeure clause, which includes Acts of God, war, storm, cyclone, typhoon, tempest, hurricane, tornado, flood, inundation, drought, fire, earthquake or any other calamity caused by nature.

33. Proportionate common electric charges and water charges from the date of offer of possession of Unit shall be borne and paid by the Allottee(s).

34. Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoters, which it shall be free to deal with, in accordance with applicable laws.

35. In case of cancellation of allotment by the Allottee(s) or cancellation by the Promoters in accordance with the terms and conditions of the Application Form, Allotment letter, the

Allottee(s) shall not have any right or interest in respect of such Unit and the Promoters shall be entitled to allot such Unit to any other allottee.

36. Nothing contained in these presents shall be construed to confer upon the Allottee(s) any right, title or interest of any kind whatsoever in, to or over the unit or common areas and facilities. The conferment of Unit shall take place only upon the execution of sale deed in favour of the Allottee(s).

37. The Allottee(s) hereby undertakes that he shall abide by all laws, rules, regulations, notifications, Act, etc. as may be applicable on the Project.

38. The terms and conditions to be mentioned in the Agreement to Sell, Sale Deed shall be in addition to the terms and conditions mentioned herein. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Agreement to Sell, Sale Deed, the terms and conditions specified later in the Agreement to Sell, Sale Deed , shall supersede the terms and conditions as set out herein.

39. The terms and condition mentioned herein are limited and detailed terms and conditions shall be specified in Agreement to Sell and/or Conveyance Deed to be executed between the Allottee(s) and the Promoters and the same shall be binding on the Allottee(s).

40. The Allottee(s) confirms that he has understood each and every clause of this Allotment Letter and its legal implication thereon and has clearly understood his obligations and liabilities and the Seller's obligations and limitations set forth in this Allotment Letter. The Allottee(s) shall keep the Promoters and its agents and representatives indemnified and harmless against any loss or damages that the Promoters may suffer as a result of non-observance or non-performance of the covenants and conditions of this Allotment Letter.

41. This Allotment Letter shall be construed in accordance withAct , Rules and regulations made thereunder including other applicable Laws of India for the time being in force.

The terms and conditions (Page 1 to 15) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

For Mantra Lifestyle Homes Pvt. Ltd.

Allottee(s)

Director

Warm regards,
For Mantra Lifestyle Homes Pvt. Ltd.

(Authorized Signatory)

Acceptance of Allotment

I/We hereby accept the allotment of Unit bearing no. _____ on _____Floor, tentatively admeasuring super built up area of _____ sq. ft., admeasuring _____ sq. ft., (Carpet Area) and exclusive balcony area of _____ sq. ft in Project named as **Unique Apex Towers Phase-II ("Project")** which is being developed by Mantra Lifestyle Homes Pvt. Ltd. situated at Khasra No. 550/1, 550/2 and 550/3 situated at Pal road, Village Dhinana Ki Dhani, Jodhpur, subject to the terms & conditions of the Application/Registration Form no. _____ dated_____ and this Allotment Letter.

Thanks and regards,

_____
(Customer Name and Signature)

Date:
Place:

Schedule I
Description of Project land

Name of Revenue village and Tehsil	Khasra No.	Area (in sq. yards)
At Pal Road Village Dhinana Ki Dhani, Jodhpur	550/1, 550/2, 550/3,	24974.4 Sq. yards
	Total Area	

The terms and conditions (Page 1 to 15) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

_____
Allottee(s)

For Mantra Lifestyle Homes Pvt. Ltd.

Director

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

In North : 200' Road

In South : Khasra No. 555 and 549

In East: Part of Khasra No. 550

In West ; Khasra No. 555 and 549

And measuring
North to South -
East to West -

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

Longitude	Latitude
26.212439742353165	72.99002319574356
26.211429059489426	72.98919171094894
26.210533875908926	72.98963025212288
26.211159542576727	72.99107864499092
26.21190311897322	72.99087211489677

4. Other details of the location of the Project
5. Location Map

The terms and conditions (Page 1 to 15) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

Allottee(s)

For Mantra Lifestyle Homes Pvt. Ltd.

Director

Annexure-I
(Payment Details)

Payment Schedule:-

INSTALLMENT PAYMENT PLAN			
S. No.	**Installment**	**% Of Total Amount and IFMS**	**Amount in Rupees**
1.	Booking Amount	**10**	
2.	At Excavation	**15**	
3.	At Casting of Stilt Floor Slab	**8**	
4.	At Casting of First Floor Slab	**8**	
5.	At Casting of Second Floor Slab	**8**	
6.	At Casting of Fourth Floor Slab	**8**	
7.	At Casting of Sixth Floor Slab	**8**	
8.	At Casting of Eighth Floor Slab	**8**	
9.	At Casting of Ninth Floor Slab	**7**	
10.	At Casting of Tenth Floor Slab.	**7**	
11.	At Casting of Twelfth Floor Slab.	**8**	
12.	At the time of Possession IFMS	**5** **100**	
Total			

ENDORSEMENT

I / We hereby assign all the rights and liabilities under this agreement in favour of _____
_____
_____
_____

TRANSFEROR

I / We hereby accept all the rights and liabilities under this agreement assigned in my / our favour by_____
_____
_____
_____

The terms and conditions (Page 1 to 15) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

For Mantra Lifestyle Homes

Allottee(s)

Director

TRANSFEREE

The above transfer is hereby confirmed.

For Mantra Lifestyle Homes Pvt. Ltd.
Authorised Signatory

ENDORSEMENT

I / We hereby assign all the rights and liabilities under this agreement in favour of _____

TRANSFEROR

I / We hereby accept all the rights and liabilities under this agreement assigned in my / our favour by_____

TRANSFEREE

The above transfer is hereby confirmed.

For Mantra Lifestyle Homes Pvt. Ltd.
Authorised Signatory

The terms and conditions (Page 1 to 15) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same

Allottee(s)

For Mantra Lifetstyle Homes Pvt. Ltd.

Director

Form-G

AGREEMENT FOR SALE

Please affix photograph (Land owner)	Please affix photograph (Developer)	Please affix photograph (Allottee)

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

BY AND BETWEEN

M/s Hira Real Estate & Properties Pvt. Ltd.(CIN: U70101RJ2003PTC018329), a company incorporated under the laws of India having its registered office at 689, 9th C Road, Sardarpura, Jodhpur, Rajasthan-342003 (PAN No.AAACH5546H) acting through its authorized representative Mr. _____ (Aadhar No. _____) S/o_____ R/o_____ duly authorized vide its Board Resolution by its Directors dated _____ [hereinafter referred to as "**Land Owner or Promoter No. 1**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrator(s), executor(s)& permitted assignee(s)];

Mantra Lifestyle Homes Pvt. Ltd. (CIN No. U70101RJ2011PTC037342), a company incorporated under the laws of India, having its corporate office at 4th Floor, Unique Destination, Laxmi Mandir Crossing, Tonk Road, Jaipur (PAN No. AAHCM6139N) acting through its authorized representative(s)/director Mr Abhishek Pal Singh(DIN: 01310647) (Aadhar No. 9429 3605 8483) S/o Mr. Ajay Pal Singh R/o B-68, Yash Path, Tilak Nagar, Jaipur, Rajasthan-302004 or Mr. Vibhishek Pal Singh (Aadhar no. 7073 5980 8006) S/o Mr. Ajay Pal Singh R/o B-68, Yash Path, Tilak Nagar, Jaipur, Rajasthan-302004 or Mr. Laxmi Chand kothari (Aadhar No. 3569 4215

For Mantra Lifestyle Homes Pvt. Ltd.

Director

1890) S/o Late Sh. Man Mal Kothari R/o 3-Ba-44, Jawahar Nagar, Jaipur, Rajasthan-302004 severally authorized vide its Board Resolution by its Directors dated 22-08-2016 **[hereinafter referred to as "Developer" or "Promoter No. 2",** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor(s) and permitted assign(s)].

The Promoter No. 1 and the Promoter No. 2 are together termed as the "**Promoters**" under this Agreement.

AND

the person(s) named in ***Schedule A*** hereof (hereinafter individually/collectively, the "Allottee(s)", which expression shall, unless it be repugnant to the subject or context thereof, include her/his/its/their successors, surviving partners, permitted assigns, each of their heirs, legal representatives, executors, administrators and the trustee(s) for the time being thereof, as applicable).

The "Promoters" and the "Allottee(s)" shall hereinafter be collectively referred to as "**Parties**" and individually as "**Party**"

INTERPRETATIONS/DEFINITIONS

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

a) **"ACT"** means Real Estate (Regulation & Development) Act, 2016.

b) **"APPLICABLE LAWS"** shall mean all acts, rules and regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including bye-laws, notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any statutory authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Project.

For Mantra Lifetstyle Homes Pvt. Ltd.

Director

c) **"APARTMENT"** shall mean a residential flat/unit/apartment in the Project intended and/or capable of being independently and exclusively occupied and intended to be used for residential purpose.

d) **"AUTHORITY"** shall mean the Real Estate Regulatory Authority.

e) **"APPROVALS"** means and includes any permit, license, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or required to be obtained from a Competent Authority or any other person in relation to the Project.

f) **"APPROVED PLANS"** shall mean the plans and designs of Project constructed or to be constructed on the Project Land, which has been duly approved by the 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.

g) **"BUILDING"** shall mean the building/tower/block No. _____ in the Project comprising of Stilt+Ten floors where the Allottee(s) has been allotted his "Unit".

h) **"CHEQUE DISHONOR CHARGES"** shall mean the charges applicable in case of dishonor of the cheque deposited by the Allottee(s) to clear the outstanding amount/installment.

i) **"CARPET AREA"** means the net usable floor area of an Apartment/Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. 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 an Apartment, meant for the exclusive use of the Allottee(s); and "**exclusive open terrace area**" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);

j) **COMMON AREAS AND FACILITIES OF THE PROJECT:** shall mean such common areas, facilities, equipments and spaces in the Project, which are meant for common use of and enjoyment of all the occupants of the Project (as defined herein-below) and more particularly detailed in the **Schedule- G** attached hereto.

For Mantra Lifestyle Homes Pvt. Ltd.

Director

k) **"COMPETENT AUTHORITY"** shall mean any Central or State judicial quasi-judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Project Land and/or the Project

l) **"CONVEYANCE DEED"** (i) in respect of the Unit shall mean written instrument executed between the Promoters and the Allottee(s) through which the ownership of the Unit is transferred in favour of Allottee(s) by the Promoters subject to and in accordance with the terms of this Agreement (ii) in respect of the Common Areas and Common Facilities shall mean written instrument executed between the Promoters and the Maintenance Association through which the ownership of the Common Areas and Common Facilities is transferred in favour of Maintenance Association by the Promoters subject to and in accordance with the terms of this Agreement, duly stamped and registered with the jurisdictional Sub Registrar of Assurances.

m) **"EARNEST MONEY"** shall mean 15% of the Basic Sale Consideration of Unit

n) **"INTEREST RATE"** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.

o) **"MAINTENANCE ASSOCIATION"** shall mean an association or society or a co-operative society, as the case may be, of the allottees of apartments in the Project, which shall be formed for the management/maintenance of Common Area and Facilities of the Project.

p) **"OFFER LETTER" OR "POSSESSION NOTICE"** shall have the meaning ascribed under Clause 7.2 of this Agreement;

q) **"PROJECT"** shall mean a group housing project being constructed and developed upon Project Land as per Approved Plans, after obtaining all the necessary permissions and approvals in accordance with Applicable Laws, known as "**UNIQUE APEX TOWERS PHASE-II**", comprising of 3 Towers, 11 Floors consisting of 2 BHK and 3 BHK flats and common areas and facilities

r) **"PROJECT LAND"** shall mean piece and parcel of residentially approved land aggregating to around 24974.4 Sq. yards situated at Pal Road Khasra No. 550/1, 550/2, 550/3, Village Dhinana Ki Dhani, Jodhpur shown in **Schedule C** to this Agreement on which the Project is being developed.

s) **"PARA"** means Para of this Agreement;

For Mantra Lifetstyle Homes Pvt. Ltd.

Director

t) **"PAYMENT PLAN"** shall have the meaning ascribed under Clause 1.6 of this Agreement.

u) **"REGULATION"** means regulations made under the Act;

v) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;

w) **"SCHEDULE" means** the Schedule attached to this Agreement;

a) **"SECTION"** means the section of the Act.

b) **"UNIT"** shall have the meaning ascribed in Clause R

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

WHEREAS THE PROMOTERS DECLARES THAT:

A. A patta (lease deed) dated _____ bearing no. _____ was executed by Jodhpur Development Authority in respect of land admeasuring 24974.04 Sq. yards situated at Pal Road Khasra No. 550/1, 550/2, 550/3, Village Dhinana Ki Dhani, Jodhpur (more particularly described in **Schedule-C** attached hereto and hereinafter referred to as "**Project Land**" or **"Land"**) in favour of the Promoter No. 1, which was duly registered with the office of Sub-Registrar I, Jodhpur dated 26/07/2010 at Book No. 1, Volume No. 431, Serial No. 2010008094 on Page No. 101 and at additional Book No. 1, Volume No. 1723 at Page No. 1-7.

B. Accordingly, the Promoter No. 1 became the absolute owner and are in the lawful possession of the Project Land and has legal title to the Project Land with legally valid documents.

C. The Promoter No. 1 being the absolute owner of the Project Land entered into a Development Agreement dated 23rd January, 2012 (hereinafter referred to as **"Development Agreement"**) with the Promoter No. 2, which was duly registered with the office of Sub-Registrar III, Jodhpur on 09.02.2012 at Book No. 1, Volume No. 464, Serial No. 2012002287 on Page No. 177 and at additional Book No. 1, Volume No. 1852, at Page No. 321 to 346 and a revised Development Agreement/Correction Deed dated 4th November, 2015 was executed to correct a typographical error related to situation of Project Land found in the Development agreement which was duly registered with the office of Sub-Registrar III, Jodhpur on 06.11.2015 at Book No. 1, Volume No. 803,

For Mantra Lifetstyle Homes Pvt. Ltd.

Director

Serial No. 201503053110045 on Page No. 98 and at additional Book No. 1, Volume No. 3207, at Page No. 388 to 396 whereby, the Promoter No. 1 authorised the Promoter No. 2 to develop a group housing project over the Project Land after obtaining all the permissions, approvals, NOC's, etc. as may be required under the Applicable Laws which will be the joint responsibility of the Promoters.

D. As per the terms of the Development Agreement the Promoter No. 1 executed a Power of attorney in favour of Promoter No. 2 dated _____ which was duly registered with the office of Sub-Registrar I, Jaipur on 09.02.2012 at Book No. 4, Volume No. 167, Serial No. 2012000013 on Page No. 90 and at additional Book No. 4, Volume No. 256, at Page No. 679 to 687 thereby authorising the Promoter No. 2 to execute Agreements for Sale/Apartment Buyer's Agreements, and conveyance deeds in the capacity of developer but not for the registration of Sale deeds etc. and such other documents like declarations, affidavits, possession certificates etc. in respect of the sale /transfer of residential apartments / flats in the Project in favour of the prospective buyers

E. The Project Land is free from all encumbrances excluding loans and is earmarked for the purpose of development of a residential group housing buildings comprising of 2 BHK and 3 BHK apartments and Common Areas and Facilities of the Project to be known as **"UNIQUE APEX TOWERS PHASE-II"**.

F. The Promoter No. 2 is in the process of developing the Project comprising of multi-storied residential building(s) / towers, common areas and facilities as per the approved layout plan and the building plan approved by Jodhpur Development Authority in this regard. The location details of the Project being developed upon the Project Land is fully described in **Schedule C**.

G. The Project has been registered with the Real Estate Regulatory Authority ("**Authority**") on dated _____and the project's registration certificate no. is _____. This registration is valid for a period of _____years commencing from_____, unless renewed by the Authority. The details of the Promoters and the Project are also available on the website (www._____) of the Authority.

H. The following approvals and sanctions have been obtained in respect of the Project:

i. Commencement certificate to develop the Project granted by Jodhpur Development Authority vide its letter no. JoDA/F-37/_____/JoDA/2014/293 dated 9/01/2015.

For Mantra Lifestyle Homes Pvt. Ltd.

Director

ii. Approval of the building plan of Project granted by Jodhpur Development Authority, Jaipur vide its Letter No. JoDA/F-37/_____/JoDA/2014/293 dated 9/01/2015. A copy of the same is enclosed herewith and marked as **Annexure-I**.

iii. Approval of specifications of the Project and permission of building construction upto 40.56 meters height (including machine room) [11floors(Stilt+10 floors)] under the Applicable Laws has been accorded vide letter no. JoDA/F-37/_____/JoDA/2014/293 dated 9/01/2015 by the Jodhpur Development Authority.

iv. Temporary fire NOC for the Project has been accorded by the Fire Authority *vide* no. Govt./Fire/2014/1566 dated 21/11/2014.

v. The Airport Authority of India has also granted NOC bearing No._____ dated _____ for height clearance for the Project. (Not Required)

vi. Environmental clearance from the department concerned has been obtained for the Project *vide* letter no. F1(4)/SEIAA/SEAC-Raj./Sectt/Project/Cat.8(a) B2/(507)/12-13 dated 28/12/2012.

I. The Promoters agree and undertakes that they shall not make any changes to Approved Plans of the Project except in strict compliance with Section 14 of the Act and other Applicable Laws.

J. The details of the development works to be undertaken in the Project and the proposed facilities to be provided including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc. as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule- H**.

K. The details of salient features of the Project including access to the Project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project have been specifically provided in **Schedule- D** attached hereto.

L. The details of other external development works to be taken for the Project have been specifically provided in **Schedule- M** attached hereto.

M. The details of specifications of material used in construction of the Project have been specifically provided in **Schedule- N** attached hereto.

For Mantra Lifestyle Homes Pvt. Ltd.

Director

N. The stage wise time schedule for completion of Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/ external development works been specifically provided in **Schedule- L** attached hereto.

O. The Promoter No. 2 has opened a separate Account in the name of _____ for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.

P. The Promoters are fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Promoters regarding the Project Land on which the Project is being developed have been completed.

Q. The Allottee(s), being aware of the Project and details given above as well as in the advertisement has applied for allotment and purchase of an Apartment/unit in the Project *vide* booking/application form no. _____ dated _____ ("**Booking Form**"). The Allottee(s) has also deposited a sum of Rs. _____ (Rupees _____ only) (hereinafter referred to as "**Booking Amount**") as an advance payment / booking amount and agrees to make timely and complete payments of the balance of Total Payable Amount (as defined in clause 1.4 herein-below) as well as other dues under this Agreement as per terms and conditions of this Agreement.

R. The Promoters have allotted following Apartment in the Project to the Allottee(s):

(i) Apartment/Unit No._____;
(ii) Floor No._____
(iii) Tower No._____
(iv) Carpet Area:_____ 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 the Common Areas and Facilities of the Project (the layout plan of the said Apartment is annexed herewith as **Annexure- II** and more particularly described in the **Schedule "E"** attached herewith and hereinafter referred to as the "**Unit**").

S. The details of floor plan of the Unit and Project is given in **Schedule- F.**

T. 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

 For Mantra Lifestyle Homes Pvt. Ltd.

Director

that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

U. 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.

V. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit.

INTERPRETATION

In this Agreement, unless the context requires otherwise, the following rules of interpretation shall apply-

(a) References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;

(b) References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;

(c) References to Recitals, Clauses or Schedules are, unless the context otherwise requires, references to recitals, clauses or schedules of this Agreement;

(d) Headings to Clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;

(e) To the extent to which any provision of this Agreement conflict with its Schedule or any provision of the Application for Allotment or the Allotment Letter, the provision of this Agreement will prevail.

(f) Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.

(g) Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa.

For Mantra Lifetstyle Homes Pvt. Ltd.

Director

(h) Reference to the expression "he", "his", "him", "himself" etc. used in this Agreement shall be construed as 'she', 'her', 'herself' etc. whenever the reference is to female Buyer. These expressions shall be deemed to be modified and read accordingly whenever the Buyer is a body corporate or a partnership firm. The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Agreement so demands.

(i) Reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter" etc. used in this Agreement shall mean reference to this entire Agreement and not to the particular Clause, Recital or provision in which the said term has been used, unless the context otherwise requires.

(j) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".

(k) Any reference to the word 'year' or 'annum' means 12 (twelve) months;

(l) The words "in writing' or 'written' include any communication sent by registered letter and/or, facsimile transmission.

(m) The currency amounts are stated in Indian Rupees (INR) unless otherwise specified.

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

1. **TERMS**:

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoters hereby agree to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit.

1.2 The basic sale consideration of the Unit is Rs. _____/- (Rupees _____ only) including consideration for exclusive balcony (hereinafter referred to as "**Basic Sale Consideration of Unit**").

1.3 The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc (hereinafter referred to as "**Additional Payments**"):

For Mantra Lifestyle Homes Pvt. Ltd.

Director

a) One month maintenance charges as per clause 10.1: Rs._____/- (Rupees _____ only);
b) Association Formation Charges: Rs._____/- (Rupees _____ only);
c) Interest Free Maintenance Security (IFMS): Rs._____/- (Rupees _____ only);
d) Preferential Location Charges (PLC): Rs. _____/- (Rupees _____only);
e) External Electrification Charges: Rs._____/- (Rupees _____ only);
f) Power Backup Facility Charges: Rs._____/- (Rupees _____ only);
g) Legal and Administrative Charges: Rs._____/- (Rupees _____ only);
h) Service Tax/GST: Rs._____/- (Rupees _____ only);
i) Insurance of Project Land and Project: Rs._____/- (Rupees _____ only);

1.4 The Basic Sale Consideration of Unit and Additional Payments in respect of the Unit aggregates to Rs. _____/- (Rupees _____ only), which shall hereinafter be referred to as "**Total Payable Amount**".

1.5 That out of Total Amount Payable ,the Allottee(s) has, till the date of execution of this Agreement, has made a payment of Rs. _____/- Rupees _____Only) which is exclusive of the applicable taxes to the Promoter No.2, the receipt thereof is hereby acknowledged and confirmed by the Promoter No.2. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Payable Amount, shall be paid by the Allottee(s) in addition to Total Payable Amount as per this Agreement.

1.6 That balance payment of the Total Amount Payable shall be paid by the Allottee(s) to the Promoter No.2 in the manner specified in **"Schedule of Payments"** set out in **SCHEDULE I** herein (hereinafter referred to as "**Payment Plan**"),

1.7 The Promoter No.2 shall periodically intimate to the Allottee(s), the amount payable as stated in Payment Plan and the Allottee(s) shall make payment demanded by the Promoter No.2 within the time and in the manner specified therein. In addition, the Promoter No.2 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. Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest computed as per the Interest Rate.

For Mantra Lifestyle Homes Pvt. Ltd.

Director

If any of the payment cheques/banker's cheque/demand draft or any other payment instructions of/by the Allottee(s) is not honored for any reason whatsoever, the Promoters shall be fully entitled, at their sole discretion, to terminate this Agreement and to forfeit the entire Earnest Money. However, the Promoters may, at their sole discretion, without prejudice to their other rights, charge a payment of Rs. 2,500/- as Cheque Dishonour Charges for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs. 5,000/- in addition to the delayed interest computed as per the Interest Rate. Thereafter, no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

1.8 The Total Payable Amount above includes taxes (comprising of taxes paid or payable by the Promoters by way of GST and cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called), till the date of offer of possession of Unit through Offer Letter and the date of offer of possession of Common Areas and Facilities of the Project to the Maintenance Association. However, the Total Payable Amount does not include stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub- lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Further, the Total Payable Amount above does not include monies so levied for Completion Certificate, Occupancy Certificate which shall be paid by the Allottee(s) proportionately and also does not include upfront maintenance charges, which shall determined by the Promoter No. 2 and payable by the Allottee(s) until the Common Areas and Facilities of the Project are not taken over by the Maintenance Association after obtaining the completion certificate of Project.

Provided that in case there is any change/ modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the Promoter No. 2 shall be increased/ reduced based on such change/ modification/introduction.

Provided further that if there is any increase in the taxes after the expiry of the 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).

1.9 The Total Payable Amount is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the Competent Authority, from time to time. If the increase

 For Mantra Lifestyle Homes Pvt. Ltd.

Director

is in statutory charges including but not limited to, upward revision of External Development Charges / Infrastructure Development Charges, taxes, Lease Money, Urban Development Tax, other government charges / deposits, increase of deposits / charges for supply of electricity and water, cost of additional fire safety measures, revision of ground rent, or outgoings of any kind or nature, the Allottee(s) shall be liable to pay the said additional charges and taxes to the Promoter No. 2 from the date of booking. The Allottee(s) agrees and confirms to pay the same to the Promoter No. 2 as and when demanded by the Promoter No. 2. The Promoter No. 2 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 No. 2 shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

1.10 As mentioned in para Q above, the Promoter No. 2 has already received an advance/ booking amount from the Allottee(s) a sum of Rs. _____/- (Rupees _____ only) out of the Total Payable Amount of Rs. _____/- (Rupees _____ only) and the Allottee(s) agrees and undertakes to pay the balance amount of Rs _____/- (Rupees _____ only) of the Total Payable Amount strictly in accordance with the **Payment Plan**.
Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest computed as per the Interest Rate specified in the Rules.

1.11 The Promoter has earmarked ____ parking space of the Allottee(s) at _____ and has also assigned parking space no._____ for proper management and utilization of parking area of the Project and map of earmarked parking space has been annexed herewith as **Annexure- III**. The Unit along with the parking space earmarked will be treated as a single indivisible unit for all purposes and the Allottee(s) undertakes not to transfer this right in favour of any third party independent of the conveyance, sale, transfer and assignment of the Unit.

1.12 The Promoter No. 2 shall not make any additions and alterations in the Approved Plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule – J** in respect of Unit without the previous written consent of the Allottee(s) and Promoter No. 2 shall not make any other additions and alterations in the Approved Plans and specifications of the Buildings or the Common Areas and Facilities of Project as described therein at **Schedule- K** in respect of the Project without the previous written consent of the 2/3rd of allottee(s) of the Project and the Allottee(s) hereby agrees that such consent shall

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not be unreasonably withheld. The Promoter No. 2 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.
Provided that, the Promoter No. 2 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).

1.13 The Promoter No. 2 shall confirm to the final Carpet Area/super built up area that has been allotted to the Allottee(s) after the construction of the Project is complete, by furnishing details of the changes, if any, in the Carpet Area/super built up area. The Total Payable Amount payable for the Carpet Area/super built up area shall be recalculated upon confirmation by the Promoter No. 2. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 above.

1.14 Subject to clause 8, the Promoters 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 Unit.

(ii) The Allottee(s) shall also have undivided proportionate ownership and share in the Common Areas and Facilities of the Project. Since the share/ interest of Allottee(s) in the Common Areas and Facilities of the Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the Common Areas and Facilities of the Project along with other occupants and maintenance staff, etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoters shall handover the Common Areas and Facilities of the Project to the Maintenance Association after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) That the computation of the price of the Unit includes recovery of price of Project Land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project as per the advertisement;

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(iv) The Allottee(s) has the right to visit the Project site to assess the progress of development of the Project and the Unit.

1.15 The Allottee(s) agrees and understands that except as expressly provided in para R herein-above, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoters, which they shall be free to deal with, in accordance with Applicable Laws.

1.16 The Allottee(s) hereby agrees and acknowledges that the Promoters shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.

1.17 The Allottee(s) shall be obligated to comply with all the provisions of the laws including but not limited to the obligations relating to Tax Deduction of Source under the Income Tax Act, 1961. The Allottee(s) agrees to indemnify and hold Promoters harmless from all claims/ penalties/ actions and embargos that may be suffered by the Promoters on account of any delay, non compliance or inaction by the Allottee(s).

1.18 That the Project shall always be known as "**UNIQUE APEX TOWERS PHASE-II**" and the name of the Project shall not be changed except with the consent of the Promoter No. 2.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter No. 2 abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter No. 2, within the stipulated time as mentioned in the Payment Plan through cheque / demand draft / pay order, payable at par drawn in favour of "_____ - towards Total Payable Amount as mentioned in **SCHEDULE I** and transfer / administrative fee of 2% of the Basic Sale Consideration of the Unit and Interest on delayed payments, if any, or to any other account as may be notified by the Promoter No. 2 from time to time.

The receipt would be valid only after realization of the said cheque/demand draft/pay order and effect of credit in account of the Promoter No. 2. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

For Mantra Lifetsyle Homes Pvt. Ltd.

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3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 (**'FEMA'**), Reserve Bank of India Act, 1934 (**'RBI' Act**) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoters with such permission, approval which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

3.2 The Promoters accepts no responsibility in regard to matters specified in **clause 3.1** above. The Allottee(s) shall keep the Promoters fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter No. 2 immediately and comply with necessary formalities if any, under the applicable laws. The Promoter No. 2 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 Unit in any way and the Promoter No. 2 shall be issuing the payment receipts in favor of the Allottee(s) only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee(s) hereby authorizes the Promoter No. 2 to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s) against the Unit, if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the Promoter No. 2 to adjust his payments in any manner.

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5. TIME IS ESSENCE:

The Promoter No. 2 shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project and as extended as per the Applicable Laws with the Authority and towards handing over the Unit to the Allottee(s) and the Common Areas and Facilities of the Project to the Maintenance Association.

6. CONSTRUCTION/DEVELOPMENT OF THE PROJECT

6.1 The Allottee(s) has seen, understood and accepted the Approved Plans, Payment Plan, specifications, amenities and facilities of the Unit as annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter No. 2. The Promoter No. 2 shall develop the Project in accordance with the Approved Plans specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter No. 2 undertakes to strictly abide by the Approved Plans and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in the Approved Plans, other than in the manner provided under the Act and the procedure agreed under clause 1.12 hereinabove.

6.2 That the Promoter No. 2 proposes to develop a club house in the Project consisting of various recreational facilities, in accordance with the permission / sanctions of Governmental Authority. The Allottee(s), upon registration of the Conveyance Deed of the Unit in favour of the Allottee(s), shall be entitled to become the member of the club house. The Allottee(s) shall also pay the annual membership fees and monthly charges for maintenance and operation in respect of the Club House as may be decided from time to time along with applicable taxes. Any payment towards annual membership by the Allottee(s) shall not envisage any sale or ownership over club house and all the equipment and common utilities installed or placed in club house. In the event of transfer of Unit in favor of any other person, the membership of the club house shall also be transferred in favor of the subsequent buyer of the Unit. However, the member will be required to fill membership registration form and pay the requisite membership fee. The Allottee's right to use the club shall at all times be contingent on due and faithful observance by the Allottee(s) of all the rules, regulations, by laws and conditions as may be notified to the Allottee(s) from time to time.. In addition to the above, the Allottee(s) shall be liable to pay usage charges, as may be intimated to the Allottee(s) from time to time, in accordance with the services availed by the Allottee(s) at club..

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6.3 The Allottee(s) shall not be entitled to demand the possession of Unit from the Promoters before making complete payment of agreed Total Payable Amount as per this Agreement.

6.4 The Allottee(s) agrees that the Promoter No. 2 shall have the right to make additional construction anywhere in the Project Land including construction of upper floors, including but not limited to the reasons of increase in floor area ratio (FAR) at the Project Land or for any other reasons whatsoever to the extent permissible by the Governmental Authorities. The Promoter No. 2 shall have the right to transfer such additionally constructed areas/units in any manner whatsoever as the Promoter No. 2 may in its absolute discretion deem fit. In the event such additionally constructed areas/units are developed on the Project Land, then the transferees of such additional construction shall have the same rights as the Allottee(s) with respect to the Project including the right to be member of the Association and a right to use of the Common Areas and Facilities of the Project. The Promoter No. 2 shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Project Land. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards any such additional FAR and shall have no right and/or objection to any of such additional construction activities to be carried on by the Promoter No. 2 on the Project Land, provided the specifications and size of the Unit shall not undergo a change.

7. CONVEYANCE AND POSSESSION OF SAID UNIT:

7.1 **Schedule for possession of the Unit** – The Promoters agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Project to the Maintenance Association, is the essence of the Agreement. The Promoter No. 2 assures to handover possession of the Unit along with ready and complete Common Areas and Facilities of Project with all specifications, amenities and facilities of the Project in place on or before _____ , 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(s) agrees that the Promoter No. 2 shall be entitled to the extension of time for delivery of possession of the Unit and the Promoter No. 2 shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of

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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 No. 2 to implement the Project due to Force Majeure conditions, which shall be assessed by the Promoter No. 2 (and such assessment shall be final and binding on the Allottee(s)), the Promoter No. 2 shall, after becoming aware about the impossibility of the Project, inform the Allottee(s) about such impossibility along with notice of termination of one month and upon termination of this Agreement, the Promoter No. 2 shall refund to the Allottee(s) the entire amount received by the Promoter No. 2 from the Allottee(s) with interest (computed at the Interest Rate) within 180 days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoters and the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for execution of Conveyance Deed of the Unit and taking possession-** Subject to Allottee(s) performing and fulfilling its obligations as mentioned in this agreement, the Promoter No. 2 , upon completion of construction of the Project, shall *vide* Offer Letter to the Allottee(s) require Allottee(s) to complete the following tasks within the period of 21 days ("**Possession Notice Expiry Date**") (i) to make the payment of all outstanding dues and stamp duty, registration charges and other incidental charges, if any, execute and register Conveyance Deed of the Unit; and (ii) take the possession of the Unit. The Promoter No.2 shall, subject to receipt of Total Payable Amount in respect of the Unit as per Payment Plan, delay interest, if any, and such other charges as mentioned under the Agreement from the Allottee(s), shall execute and register a Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in common areas of Project and also handover possession of the Unit within three (3) months from the date of issuance of the occupancy certificate. The Promoter No.2 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 No.2 which the Promoter No. 2 is liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the controls of Promoter No.2 and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s), after taking possession (which shall be after the issuance of completion certificate for the Project) agree(s) to pay the maintenance charges as determined by the Promoter No.2 or Maintenance Association, as the case may be. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Promoters shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the

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same on "*as is where is basis*". The Promoters shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

7.3 **Handing Over of Common Areas and Documents**; It shall be the responsibility of the Promoters to handover the necessary documents and plan, including Common Areas and Facilities of the Project to the Maintenance Association within thirty days of obtaining the completion certificate.

7.4 **Cancellation by Allottee(s)-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
Provided that in case the Allottee(s) cancels/withdraws from the Project without any fault/default of the Promoters, the Promoter No. 2 shall be entitled to forfeit the Earnest Money, all any taxes, duties, cess, etc. deposited by the Promoters to the concerned department/authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoter No. 2 to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

7.5 **Compensation**: The Promoter No. 1 shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) 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 Clause shall not be barred by limitation provided under any law for the time being in force.

7.6 The Allottee(s) shall be liable to pay from the date of issuance of the Offer Letter, urban-tax, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area/super built up area of Unit to the Carpet Area/super built up area of all apartments in the Project. If the Promoter No. 2 has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter No. 2 within 15 days from the date of notice in this regard from the Promoter No. 2 failing which the Promoter No. 2 shall be entitled to interest computed at the Interest Rate for the

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period commencing on the date on which the Promoter No. 2 paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter No. 2.

8. REPRESENTATIONS AND WARRANTIES OF THE Promoters

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

(i) The Promoter No. 1 has absolute, clear and marketable title with respect to the Project Land and the Promoter No. 2 has the requisite rights to carry out development upon the Project Land.

(ii) The Promoter No. 2 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 the Project.

(iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have 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.

(v) The Promoter have the right to enter into this Agreement and have 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.

(vi) The Promoters have 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 Land, including the Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.

(vii)The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.

(viii) At the time of registration of the Conveyance Deed of the Unit, the Promoters shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Project to the Maintenance Association.

(ix) The Promoters have 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 7.6 which shall be paid according to the said Clause) to the competent authorities till completion certificate has been issued and possession of the Unit along with Common Area and Facilities of the Project (equipped with all specifications, amenities and facilities) has been offered to the Allottee(s) and Maintenance Association, respectively.

(x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any

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notice for acquisition or requisition of the property has been received by or served upon the Promoters by which rights of Allottee(s) in respect of the Project Land and/or the Project/Unit is being affected.

(xi) The Promoter No. 2 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 under this Agreement and/or in the Unit, in any way and Promoter No. 2 shall issue the payment receipts in favour of the Allottee(s) only and in case of cancellation by any such Allottee(s) refund as per the terms of the Agreement shall be made only to the Allottee(s).

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) The Promoters fail 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 or fail to complete the Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the 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, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter No. 2's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of default by the Sellers 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 No. 2 as demanded by the Promoter No. 2. If the Allottee(s) stops making payments, the Promoter No. 2 shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

(ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter No. 2 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 180 days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, the Promoter No. 2 shall be liable to pay to the Allottee(s)

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interest for period of delay till handing over of the possession of the Unit, which shall be paid by the Promoter No. 2 to the Allottee(s) within 180 days of it becoming due.. Such compensation shall be payable to the Buyer only in case Buyer is not in default of making timely payments.

9.3 The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events, (Allottee's Event of Default):

(i) failure on the part of the Allottee(s) to make entire payment /any installment as per the Payment Plan, or additional charges mentioned herein on the expiry of period granted for making such payments despite having been issued notice in that regard;

(ii) delay/default by Allottee(s) under Clause 9.3 (i) above continues for a period beyond _____ months after demand notice from the Promoter No. 2 in this regard;

(iii) after the issuance of Offer Letter as per Clause 7.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including but not limited to interest if applicable under this Agreement, documentation, printing, other miscellaneous expenditure that may be required within sixty (60) days from the after the date of expiry of Offer Letter;

(iv) after the issuance of Offer Letter as per Clause 7.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter No.2 under this Agreement, in execution and registration of Conveyance Deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;

(v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);

(vi) violation of any of the Applicable Laws on the part of the Allottee(s).

9.4 The Promoters' rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 9.3 above shall be as follows:

(i) Upon occurrence of event of default mentioned in Clause 9.3(i) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter No.2 and ending on the date of the payment of such overdue amounts by the Allottee(s) to the PromoterNo.2;

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(ii) Upon occurrence of event of default mentioned in Clause 9.3(ii) the Promotersmay cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;

(iii)Upon occurrence of event of default mentioned in Clause 9.3(iii), (iv), (v), (vi) the Promoters shall have the option to terminate this Agreement as mentioned in Clause 9.4 (i); Further, in case of event of default under Clause 9.3(iii), till the time Promoters exercise the option to terminate this Agreement they shall be entitled to (a) recover interest as per Clause 9.4 (i) and (b) recover maintenance charges from the date of issuance of Offer Letter and (c) recover holding/ safeguarding charges @ Rs. 5/-per sq. ft. per month and (d) taxes mentioned in Clause 7.6; (e) withhold registration of the Conveyance Deed of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 9.3(iii) and Allottee(s) hereby authorizes the Promoters for the same.

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

(iv)Upon termination of this Agreement by the Promoters as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoters shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter No. 2 shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

(i) The Earnest Money

(ii) All taxes, duties, cess, etc. deposited by the Promoters to the concerned department/authority in respect of the Unit;

(iii) The interest paid/payable by the Allottee(s) to the Promoter No. 2 as per Clause 9.4(i) and/or 9.4 (iii), if applicable

Further, the said refund by the Promoter No. 2 to the Allottee(s) as stated herein above, sent through cheque/demand draft by registered post acknowledgement due or by courier at the address of the Allottee(s) mentioned herein, shall be full and final satisfaction and settlement of all claims of the Allottee(s) under this

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Agreement, irrespective of whether the Allottee(s) accepts/encashes the said cheque/demand draft or not.

9.6 Without prejudice to the rights of the Promoters under this Agreement, the Promoters shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

10 **MAINTENANCE OF THE PROJECT:**

i. That until the handover of the Common Areas and Facilities of the Project to the Maintenance Association in accordance with the Act, the Promoter No. 2 shall maintain the Common Areas and Facilities at actual cost+ 20% however, one month maintenance charges from the date of completion certificate has been included in Total Payable Amount of Unit as mentioned in Schedule-I attached hereto.

ii. That a Maintenance Association of allottees of apartments in the Project shall be formed with the main object to take over the responsibility of maintenance/management of Common Area and Facilities of Project and with such other object or purpose and in such manner and to such extent as the Promoter and/or Maintenance Association may decide from time to time keeping in view the best interest of the allottees of apartments in the Project. The allottees of all the apartments of Project shall become the members of the Maintenance Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Maintenance Association. Until the formation of the Maintenance Association under the Applicable Laws, the Promoter No. 2 itself or through Maintenance Agency shall maintain the Common Areas and Facilities of the Project and shall have all the rights and authorities of the Maintenance Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities of the Project. The Promoters shall handover the management/maintenance of the Common Areas and Facilities of the Project upon formation of the Maintenance Association under the Applicable Laws to the Maintenance Association, and the Maintenance Association will take care of the Common Areas and Facilities of the Project.

iii. The Allottee(s) specifically recognizes that the Project comprises of multi storied residential buildings and he is agreeing to purchase the Unit situated therein. The Allottee(s) is also aware that the Project requires proper and periodic maintenance and upkeep and unless the Project including its Common Areas and Facilities are maintained in proper form with neat and clean environment, the utility of the Project cannot be availed by the users/occupants. It is for these, amongst other reasons, that the Allottee(s) has agreed to purchase the Unit on the specific understanding that the

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right to use Common Area and Facilities shall be subject to payment of maintenance charges by him, amongst other charges, as determined by the Promoter No. 2 or the Maintenance Association. The Promoter No. 2/ Maintenance Association, for the purposes of carrying out such maintenance services at the Project, may employ/hire a maintenance agency ("**Maintenance Agency**") appointed for the said purpose.

iv. The Promoter No. 2 shall transfer the IFMD to the Maintenance Association without any interest at the time of takeover of Common Areas and Common Facilities of the Project to the Maintenance Association.

v. The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft Bye-Laws as may be required by the Registrar of societies or other Competent Authority as the occasion may demand. After the handover of Common Areas and Facilities of the Project to Maintenance Association as per the Act, it shall be the sole responsibility of the Maintenance Association, to run and maintain the Common Areas and Facilities of Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Maintenance Association, from time to time & regularly.

vi. The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Association from time to time.

vii. The Allottee(s) agrees that, on and from the Possession Notice Expiry Date or the date of execution of the Conveyance Deed, whichever is earlier, the Allottee shall pay advance Maintenance Charges (calculated at an estimated rate) for a period of one (1) year, which amount shall be used for maintenance of the Project and chargeable to all the apartment owners in the Project. T

viii. That as and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the owners/occupants of residential apartments/flats at the Project on pro-rata basis (i.e.in proportion to the super built up area of the Unit to the total super built up area of all the residential apartments/flats in the Project).

For Mantra Lifetstyle Homes Pvt. Ltd.

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ix. The Allottee(s) agrees and understands that certain residential apartments at the Project have attached exclusive areas, balconies etc. which are intended to be sold/conveyed along with the said apartments only. The Allottee(s) having agreed to purchase the Unit of the description and specifications detailed in Schedule III and Schedule IV shall not raise a demand or claim upon the Promoters to provide any other areas, balconies, etc. which do not form part of the description and specification of the Unit being subject matter of this Agreement nor object or interfere with the enjoyment of such areas, balconies etc. by the respective apartment owners.

x. Allottee(s) shall be bound by all the terms and conditions of Bye- Laws, maintenance agreement and any other agreement entered by the Maintenance Association and any decisions taken by the Maintenance Association as per it Bye –Laws.

11 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter No. 2 as per this Agreement relating to such development is brought to the notice of the Promoter No. 2 within a period of five (5) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoter No. 2 to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter No. 2 's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

12 INDEMNIFICATION

12.1 The Allottee(s) shall, without prejudice to any other rights of the Promoters agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoters, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoters or which the Promoters 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

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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 Promoters and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoters within the time prescribed in Clause 20 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 20 and/or (vii) termination of this Agreement by the Promotersdue to any default/delay on the part of the Allottee(s).

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

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

13 SPECIFIC PERFORMANCE

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoters may have, the Promoters 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 Promoters may have under law or in equity or pursuant hereto.

14 RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter No. 2 / Maintenance Association shall have right of unrestricted access of all Common Areas and Facilities of the Project for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter No. 2/ Maintenance Association to enter into the 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.

15 USAGE:

Use of Basement(s) and service areas: The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set

 For Mantra Lifestyle Homes Pvt. Ltd.

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rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting 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 used by the Maintenance Association for rendering maintenance services.

16 GENERAL COMPLIANCE WITH RESPECT TO THE UNIT :

The Allottee(s) agrees, confirms, and warrants to the Promoters as under-

i. Upon taking over possession of the Unit, the Allottee(s) shall, after obtaining all permissions, approvals etc. as may be required and at his own costs and expenses, carry out the fit-outs/interior works in the Apartment, as per its requirement and use. The Allottee(s) shall ensure and undertakes that all such fit-outs done internally within the Unit shall not pose any nuisance to the other occupants/purchasers and also protect against fire, pollution or health hazards, noise, etc. in the Project.

ii. The Allottee(s) confirms that his right, title and interest in the Unit allotted in the Project shall be limited to and governed by what is specified in this Agreement. The Allottee(s) shall not have any exclusive right, title or interest in any Common Areas and Facilities of the Project .

iii. The Allottee(s) agrees and understands that some portion of the Project Land is earmarked for the provision of construction of shops as approved by the Competent Authority. The Buyer (s) agrees and accord his consent to the Allottee(s) has no objection to such earmarking of the said portion of the Project Land for shops as well as to its construction which shall be done by the Promoter No. 2. The Allottee(s) agrees and confirms that he does not have nor shall at any time raise any claim towards any right, title or interest in any form or manner in the land earmarked for shops.

iv. The Allottee(s) has understood and agreed to comply and adhere with the terms and conditions of sale of the Unit as set forth in detail in this Agreement and understood his rights, obligations and liabilities in respect thereto.

v. The Allottee(s) agrees to abide by all the Applicable Laws of the Competent Authority which are applicable or will be applicable to the jurisdiction in general and to said Project including the Unit in particular.

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vi. The Allottee(s) shall use the Unit only for the purpose for which it has been allotted i.e. 'residential' purpose as per the provisions of this Agreement, and by laws of the Maintenance Association and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other apartments/flats in the Project nor for any illegal or immoral purposes.

vii. The Allottee(s) shall neither cause or cause to be done or allow any structural changes or alteration to the superstructure, floor, ceiling, walls, beams, columns, walls etc. of the Unit nor remove any walls or change the position of the doors and windows, increase the area of the Unit by enclosing balcony or any part thereof or to the exterior of theUnit whether temporary or of a permanent nature. The Allottee(s) shall also not change the colour scheme of the outer and inner walls or paintings of the exterior side of the doors and windows etc. of theUnit. The Allottee(s) shall, with the prior written consent of the Promoter No. 1, be at liberty to fix safety grills on the windows of theUnit, of such design as the Seller No. 2 may specify (so as to obtain uniformity of design in the Project). In the event such written consent has not been obtained by the Allottee(s) or there is a deviation from the specifications prescribed by the Promoter No. 2, the Promoter No. 2 shall be entitled to remove, at the cost and risk of the Allottee(s), all such grills which may have been fixed at the Unit together with any decorations, alterations, additions or improvements in the Unit made by the Allottee(s) in contravention to the provisions of this Agreement. The Allottee(s) shall not fix or erect sun screens or weather shades, whether temporary or permanent, on the exterior of the said Unit in any manner whatsoever. The Allottee(s) agrees and confirms that in the event the Allottee(s) takes any such steps as stated in this Clause, the same shall be at the sole responsibility, risk and consequence of the Allottee(s) and the Allottee(s) shall indemnify the Promoters towards all losses, damages that may be suffered or costs, charges, fines etc, that may have to incurred by the Promoters.

viii. The Allottee(s) shall be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expenses.

ix. Subject to clause 9 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.

x. The Allottee(s) recognizes that the Unit is being serviced by the Maintenance Association and that any external agency would be detrimental to the interest of the Unit's/Project's maintenance and upkeep. However, the Maintenance Association shall be entitled to appoint any Maintenance Agency/company for the maintenance of the Project.

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xi. The Allottee(s) further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the Building/Project or anywhere on the exterior of the Project, Building therein or common areas. However, the Allottee(s) may affix name plates/name boards only at the designated areas and of standard sizes.

xii. The Promoters may obtain insurance of the structure of the Buildings/Project against fire, earthquake, riots and civil commotion, militant action etc. on behalf of all allottees and the cost thereof shall be payable by Allottee(s) on proportionate basis and the Allottee(s) hereby agrees to pay the same. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Project or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance.

xiii. In case all or any of the Allottee(s) is an non-resident/foreign national/person of Indian origin governed by the provisions of the Foreign Exchange Management Act, 1999 and rules/ regulations framed there under or by the Reserve Bank of India in that regard, then it shall be the responsibility and obligation of such Allottee(s) to obtain all necessary permissions, approvals, sanctions etc. as may be required from the governmental authorities and comply at all times with all provisions including but not limited to the remittances from foreign country (ies) to be made to the Promoter No. 2. The Allottee(s) shall be required to provide and deliver to the Promoter No. 2 all such permissions, approvals, sanctions, documents etc. as may be asked for by the Promoter No. 2, along with the following details-

a) Beneficiary's Name
b) Beneficiary's Account Number
c) Bank Name
d) Branch Name
e) Bank Address
f) Swift Code

xiv. The Promoters shall not be liable or responsible for any default or negligence on the part of the Allottee(s) in this regard and the Allottee(s) agree to keep the Promoters fully indemnified at all times for any loss, cost, harm or injury caused to it for any reason whatsoever in this regard.

xv. The Allottee(s) shall neither encroach upon the Common Areas and Facilities of the Project, or interfere with the amenities and services available for common use in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.

xvi. The Allottee(s) shall not store in the Unit or bring into the Project any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project or which is objected to by the Promoters or the Maintenance

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Association. Further, the Allottee(s) shall not carry or cause to be carried heavy packages to upper floors of the Project, which may damage or is likely to damage the staircases, lift, common passages or any other Common Areas and Facilities in the Project. If any damage is caused to the Unit, Common Areas and Facilities of the Project or to the Project on account of any act, negligence or default on part of the Allottee(s) or his employees, agents, servants, guests, or invitees, the Allottee(s) shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/or damage caused as may be levied by the Promoter No. 2 or the Maintenance Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Allottee(s).

xvii. The Allottee(s) shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the Common Area and Facilities of the Project or any portion of the Project.

xviii. The Allottee(s) shall not be entitled to install its personal/individual generator(s) for providing power back up to the Unit. However, it may install UPS/Invertor systems within the Unit.

xix. The Allottee(s) undertakes not to sub-divide the Unit.

xx. The Promoter No. 2/Maintenance Agency/Maintenance Association shall have rights of unrestricted access to all Common Areas and Facilities of the Project for providing necessary maintenance services. The Allottee(s) shall permit the Promoter No. 2, Maintenance Association and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. at all reasonable times to enter into and upon the Unit or any part thereof to view, inspect and examine the state and condition thereof. Provided however, that in case of emergency the Promoter No. 2, Maintenance Association and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. may enter into or upon the Unit at any time during day or night.

xxi. The Allottee(s) agrees and confirms that the present Agreement and the payment made hereunder do not create or bring into existence any lien/encumbrance over the Unit in favour of the Allottee(s) against the Promoters other than rights and interests as contemplated under this Agreement. Further, the Allottee(s) agrees that he shall not create any encumbrance, mortagage, charge, lien, on the Unit or on the proportionate undivided interest in the Common Areas and Facilities in the Project and undivided proportionate interests in the Project Land by way of assignment, finance agreement, mortgage deed, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the Conveyance Deed in his favour by the Promoters. However, the Allottee(s) may, for the purpose of facilitating the payment of Total Payable Amount, , other charges and any other amounts payable under this Agreement apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Promoters. The Allottee(s) may enter into such arrangements/agreements with third parties, as may be required, which may

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involve creation of a future right, title, interest, mortgage, charge or lien on the Unit only when the ownership/title in the same is conveyed/transferred in his favour by virtue of execution and registration of the Conveyance Deed. Any such arrangement/agreement shall be entered into by the Allottee(s) at his sole cost, expense, liability, risk and consequences. The Allottee(s) may obtain loan/financial assistance from any bank/financial institution but the Allottee's obligation to purchase the Unit shall not be contingent on the Allottee's ability or competency to obtain such loan and the Allottee(s) will remain bound under this Agreement for making payment of the Total Payable Amount, whether or not he/she has been able to obtain loan for purchase of the Unit.

xxii. In the event of obtaining any financial assistance and/or housing loan from any bank/financial institution, the Promoters may issue the permission to mortgage/NOC as may be required by the banks/financial institution or may at the request of the Allottee(s), enter into such documents with the allottee's bank/financial institution to facilitate the Allottee(s) to obtain the loan from such bank/financial institution for purchase of the said Apartment subject however, that the Promoters shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee(s) may obtain from such bank/financial institution. The Allottee(s) shall, at the time of grant of permission or NOC by the Promoters, furnish an undertaking/declaration to the Promoters to indemnify the Promoters for all costs, expenses, injuries, damages etc. which the Promoters may suffer for any breach/default that may be committed by the Allottee(s) to the third party (ies)/banks/financial institution.

xxiii. The Allottee(s) hereby agrees and undertakes to be a member of the Maintenance Association to be formed of all the apartment owners in the Project and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Maintenance Association. The Allottee(s) shall observe and perform all the rules, regulations of the Maintenance Association that may be specified in detail under the by-laws of the Maintenance Association, including but not limited to the following:

xxiv. The lobbies, entrances and stairways of the buildings in the Project shall not be obstructed or used for any purpose other than ingress to and egress from the Unit.

xxv. The Allottee(s) shall not make or permit any disturbing noises in the Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other buyers/occupants. The Allottee(s) shall not use any loud speaker in the Unit which shall disturb or annoy other buyer/occupants in the Project;

xxvi. The Allottee(s) shall keep the Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances;

For Mantra Lifestyle Homes Pvt. Ltd.

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xxvii. No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the buildings in the Project. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter No. 2/Maintenance Association:

xxviii. No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the Building in the Project except such as may be approved by the Promoter No. 2/Maintenance Association;

xxix. Water-closets and other water apparatus in the Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee(s) if found to be in default;

xxx. No bird or animal shall be kept or harboured in the Common Areas and Facilities of the Project. In no event shall dogs and other pets be permitted on elevators or in any other part of Project unless they are accompanied by someone;

xxxi. No television aerial shall be attached to or hung from the exterior of the said Unit;

xxxii. Garbage and refuse from the Unit shall be deposited in such place only in the Project and at such time and in such manner as the Promoter No. 2/Maintenance Association/Maintenance Agency may direct;

xxxiii. No vehicle belonging to a Allottee(s) or to a family member, guest, tenant, employee of the Allottee(s) shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project.

xxxiv. The Allottee(s) shall adhere to the rules and regulations mentioned at (i) to (x) herein above and such further rules and regulations as may be made out by the Promoter No. 2 from time to time. The Buyer shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Promoter No. 2, Maintenance Association or Maintenance Agency, as the case may be.

xxxv. The Allottee(s) hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the Applicable Laws as may be in force and/or come into force in respect of the Project.

xxxvi. Super built up area of said Unit provided with exclusive open terrace (s), if any shall also include area of such terrace(s). Allottee(s) shall not be permitted to cover such terrace (s) and shall use the same as open terrace only and in no other manner whatsoever.

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xxxvii. That as per term of license, building plan approval and environmental clearance if the Promoter No. 2 is mandated to install CFLs/TFLs fittings for internal lighting as well as campus lighting for energy conservation. After handover of the possession of the Unit, it is the sole responsibility of the Allottee(s)/Maintenance Association of apartment owners to comply with such provision. The Allottee(s) hereby undertakes to comply with the same and he/she/they shall be solely responsible and liable for violations, if any, of the provisions of law of the land and applicable rule, regulation or direction by the competent authority; and the Allottee(s) agrees to indemnify the Promoters for any liability or penalty on that behalf. The

Promoter No. 2 may recommend guideline building compliance to the Allottee(s) at the time of handing over of possession of the Unit and the Allottee(s) hereby undertakes to comply with the same from time to time.

xxxviii. The Allottee(s) agrees and undertakes to pay miscellaneous charges on actual basis towards electricity connection, water and sewerage connection, cost of electricity meter, water meter etc. as may be demanded by the Promoter No. 2 at the time of possession.

xxxix. The Promoter No. 2 shall not be responsible towards any third party making payments/remittances on behalf of Allottee(s) and such third party shall not have any right, title or interest in the Unit in any way. Promoter No. 2 shall issue the payment receipts in favour of the Allottee(s) only.

xl. **SIGNAGE**: The Seller shall be entitled to display neon or other signboards, hoardings advertisements at the roof, on the exterior of the Building and the Project, and common area and use such open, free space for brand promotion etc. and the revenue generated there-from shall belong exclusively to the Seller and the Buyer and/or the Association shall not have any rights in respect of the same.

xli. **ELECTRICITY:** That Allottee(s) shall be required to get and maintain separate electric connection for the Unit in his own name from concerned electricity company/authority and the entire cost of the electric meter and its fixation charges, cost for cabling, MCB main switch and other fittings shall be borne by him. The Allottee(s) shall be entitled to avail and get electric connection from concerned electricity company/authority only after the aforesaid obligations are fulfilled by him. The Allottee(s) has further undertaken and agreed that he shall use electric connection only for the purpose of lighting in the Unit and that he shall not give or allow any electric connection to any other person for use in any other space or premises other that the Unit. The monthly charges of the electricity bill shall be borne by the Allottee(s). The Allottee(s) has further agreed to pay the difference of the check meter and actual reading meter of the individual user of concerned electricity company/authority proportionately if the check meter is installed by the State.

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OR

That the Promoter shall provide a single point metering system for the project, which is being provided by JVVNL, for the entire project and according to which electric connection/ supply shall be provided by the promoter through prepaid meter cost of which along with proportionate security deposit will be borne and paid by the Allottee(s). The Allottee(s) shall be required to get the meter recharged to avail electricity facility for his unit. However, if the Allottee(s) fails or is unable or delays to get his meter recharged, the electricity would automatically get disconnected and the Allottee(s) shall be held solely responsible for the same. The Allottee(s) shall pay the pre-paid charges of the electrical meter, to the Promoter until formation of Maintenance Association and upon formation of Maintenance Association to the Maintenance Association, computed at the actual prevailing rate based on actual power to be consumed by the Allottee(s) subject to minimum charges calculated on the basis of electricity/ power load of the Allottee(s) along with proportionate common electric charges according to the area occupied by the allottee(s). In case of any differences in electricity billing units recorded in the meter of the Promoter and aggregate/cumulative/total billing units of all buyers and occupants of the Project and shall be paid by them in proportion to the area owned by them or occupied by them.

xlii. The Promoter has made provisions for separate overhead and underground water tank for supply of water as per the requirement assessed by the Promoter. The Allottee(s) shall bear the proportionate charges for potable water procured from Municipality, Bisalpur Line, Water Works department and/or from outside vendor in case of any such shortfall.

xliii. The Allottee(s) recognizes that the Unit is being serviced by the Maintenance Association and that any external agency would be detrimental to the interest of the Unit's/Project's maintenance and upkeep. However, the Maintenance Association shall be entitled to appoint any Maintenance Agency/company for the maintenance of the Project. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of Unit/Project shall be applicable to and enforceable against any and all occupants, tenants, licenses and /or subsequent Allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s), as the said obligations go along 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 / endorsers / family members of the Allottee(s) in the Unit is permissive or hostile.

17 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

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18 PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the Promoters 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, 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 Unit and the Unit shall be free from all encumbrances at the time of registration of Conveyance Deed of the Unit. For the purpose of the same, the Promoters shall provide NOCs, etc. as may be required by the Allottee(s).

19 ENTIRE AGREEMENT:

This Agreement, along with its schedules and 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.

20 RIGHT TO AMEND:

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

21 PROVISIONS OF THIS AGREEMENT APPLICABLE TO BUYER/ SUBSEQUENT BUYERS:

After payment of minimum 30% of the Basic Sale Consideration of the Unit by the Allottee(s) or period of ten (10) months being elapsed from the date of this Agreement, whichever is later, the Allottee(s) may, provided the Allottee(s) is in compliance of all terms and conditions of this Agreement, transfer his rights, title and interest in the Unit under this Agreement to any third person/entity. Any such transfer by the Allottee(s) shall be subject to Applicable Laws, notifications/governmental directions; the Allottee(s) submitting documentary proof as may be required by the Promoters, payment of the dues payable by the Allottee(s) under this Agreement; and payment of applicable transfer/administrative fee of 2% of the Basic Sale Consideration of the Unit. In case of name addition/deletion in allotment documents, administrative fee of 2% of the Basic Sale Consideration of the Unit shall be applicable each time except in cases where addition/deletion of name(s) are proposed to be made in the name (s) of blood relatives of Allottee(s) including spouse, this exemption for such administrative fee for addition/deletion of name of blood relatives including spouse shall be available only for one time.

On such transfer recorded/endorsed by the Promoters, Allottee(s) along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Promoters, to abide by all the terms and conditions of this Agreement. The Allottee(s)

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shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/assignment. It is clearly understood and agreed by and between the Parties hereto that 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 all occupants, tenants, licenses and /or subsequent Allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) of the Unit, in case of a transfer, 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 / endorsers / family members of the Allottee(s) in the Unit is permissive or hostile.

22 BROKERAGE:

In case the Allottee(s) has to pay any commission or brokerage to any person or services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Unit for the Allottee(s), the Promoters shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Promoter No. 2 for the Unit.

23 REFUND OF AMOUNTS PAID DURING DEVELOPMENT

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

24 WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoters may, at their sole option and discretion, without prejudice to their rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the Payment Plan 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 Promoters in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoters to exercise such discretion in the case of other buyers.

24.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

25 SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws,

For Mantra Lifestyle Homes Pvt. Ltd.

Director

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.

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the Carpet Area/super built up area of the Unit bears to the total Carpet Area/super built up area of all the apartments in the Project, as the case may be.

27 FURTHER ASSURANCES:

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

28 PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoters through its authorized signatory at the Promoter No. 2's office, or at some other place, which may be mutually agreed between the Promoters and the Allottee(s), after the Agreement is duly executed by the Allottee(s) and the Promoters or simultaneously with the execution, this Agreement shall be registered at the office of the Sub-Registrar at---------- (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at ----------.

29 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 as specified below:-

M/s	Allottee(s)

For Mantra Lifestyle Homes Pvt. Ltd.

Director

Mantra Lifestyle Homes Pvt. Ltd. Corporate office: 4th Floor, Unique Destination, Laxmi Mandir Crossing, Tonk Road, Jaipur **(Promoter No. 2)** Hira Real Estate & Properties Pvt. Ltd Registered Office: 689, 9th C Road, Sardarpura, Jodhpur, Rajasthan-342003 **(Promoter No. 1)**	

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 Promoters or the Allottee(s), as the case may be.

30 **JOINT ALLOTTEE:**

That in case there are Joint Allottees, all communications shall be sent by the Promoter No. 2 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).

31 **SAVINGS:**

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

32 **GOVERNING LAW:**

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

33 **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 Promoters or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

For Mantra Lifetstyle Homes Pvt. Ltd.

Director

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 .....

Passport size photograph (First- Allottee)	Passport size photograph (Second- Allottee)	Passport size photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

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

Land Owner For and on behalf of M/s Hira Real Estate & Properties Pvt. Ltd
Name
Signature
Designation
For and on behalf of M/s Mantra Lifestyle Homes Pvt. Ltd.
Name
Signature
Designation

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

For Mantra Lifestyle Homes Pvt. Ltd.

Director

SCHEDULE-A

(Description of the Allottee(s))

Mr./Mrs./Ms _____Aadhar No._____

Son/Daughter/Wife of Mr. _____

aged about ___ years r/o Plot No._____,

_____

Income Tax Permanent Account No. (PAN) _____.

JOINTLY WITH

Mr./Mrs./Ms._____Aadhar No._____

Son/Daughter/Wife of

Mr._____

Aged about_____years r/o_____

Income Tax Permanent Account No. _____

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

SCHEDULE-B

(Description of the Project)

Group Housing Project comprising of multi-storied residential building(s) 3 tower(s) 11 Floors (Stilt+10 floors) where the Allottee(s) has been allotted his Unit.

For Mantra Lifestyle Homes Pvt. Ltd.

Director

SCHEDULE-C
(Description of Project Land)

Name of Revenue village and Tehsil	Khasra No.	Area (in sq. yards)
At Pal Road Village Dhinana Ki Dhani, Jodhpur	550/1, 550/2, 550/3,	24974.4 Sq. yards
	Total Area	

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

In North : 200' Road

In South : Khasra No. 555 and 549

In East: Part of Khasra No. 550

In West ; Khasra No. 555 and 549

And measuring
North to South -
East to West -

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

Longitude	Latitude
26.212439742353165	72.99002319574356
26.211429059489426	72.98919171094894
26.210533875908926	72.98963025212288
26.211159542576727	72.99107864499092

For Mantra Lifetstyle Homes Pvt. Ltd.

Director

26.21190311897322	72.99087211489677

4. Other details of the location of the Project
5. Location Map

SCHEDULE-D

(Details of salient features of Project)

Group Housing Project comprising of multi-storied residential building(s) 3 tower(s) 11 Floors (Stilt+10 floors) where the Allottee(s) has been allotted his Unit.

SCHEDULE- E

(Description of the Unit)

(vii) Apartment No._____;
(viii) Floor No._____ of the Building;
(ix) Carpet Area_____sq. ft. and exclusive balcony area of _____sq. ft.;
(x) Super Built Up Area _____ sq. ft.
(xi) Built Up Area _____sq. ft.

SCHEDULE-F

(Floor Plan of the Unit and Block/ Tower in the Project)

SCHEDULE- G

(Details of Common Areas, facilities and amenities of the Project)

For Mantra Lifestyle Homes Pvt. Ltd.

Director

COMMON AREA & COMMON FACILITIES

a) Staircase and landings on the entire floors including main entrance lobby.
b) Water pipes and other plumbing installation from the Overhead/ Underground water tanks for the supply of the water.
c) Electric wiring, meters and fittings, electric panel (including those as are installed for any particular Unit), Transformer etc.
d) Light and electrical fittings if any in the aforesaid common parts.
e) Boundary wall.
f) Main Gate.
g) Bore well and pump.
h) Open set-backs of the Plot after leaving space for the reserved open car parking areas.
i) Lift and its machineries, Lift well, Generator etc. (if any).
j) Fire escape; and
k) Covered/ open parking space.

SCHEDULE- H

(Detailed Plan of Development Works to be undertaken)

i. Vaccum De-Watered Concrete Flooring (VDCF)/Cement Concrete (CC) for internal roads
ii. Rain water harvesting structure as per design
iii. DG Set for common area lighting and lifts
iv. Adequate parking as per norms
v. Transformer/electrical panels as per design
vi. Compound wall all around project
vii. Guard room at entrance
viii. Underground water tank with pumps
ix. Sewer lines and sewerage treatment plant
x. Fire hydrants for fire fighting
xi. Adequate campus lighting as per design
xii. Signages in the project

SCHEDULE-I

For Mantra Lifestyle Homes Pvt. Ltd.

Director

(Payment Details)

➢ **Payment Schedule:-**

INSTALLMENT PAYMENT PLAN			
S. No.	**Installment**	**% Of Total Amount and IFMS**	**Amount in Rupees**
1.	Booking Amount	**10**	
2.	At Excavation	**15**	
3.	At Casting of Stilt Floor Slab	**8**	
4.	At Casting of First Floor Slab	**8**	
5.	At Casting of Second Floor Slab	**8**	
6.	At Casting of Fourth Floor Slab	**8**	
7.	At Casting of Sixth Floor Slab	**8**	
8.	At Casting of Eighth Floor Slab	**8**	
9.	At Casting of Ninth Floor Slab	**7**	
10.	At Casting of Tenth Floor Slab.	**7**	
11.	At Casting of Twelfth Floor Slab.	**8**	
12.	At the time of Possession IFMS	**5** **100**	
Total			

SCHEDULE- J

(Specifications, facilities, amenities which are part of the Unit which shall be in conformity with the advertisement, etc circulated by the Seller at the time of booking of the Apartments in the Project)

SCHEDULE-K

(Specifications, facilities, amenities, internal/external development works etc which are part of the Project which shall be in conformity with the advertisement, etc circulated by the Seller at the time of booking of the Apartment in the Project)

Facilities:

- Well designed entrance lobby with lift lobbies on all floors

For Mantra Lifestyle Homes Pvt. Ltd.

Director

- High speed elevators
- Power backup for common light load and elevators
- Rain water harvesting
- Gymnasium
- Swimming Pool
- Library
- Hobby & Yoga room
- Cafe
- Temple
- Badminton Court
- Meeting Room
- Party Area
- Billiards Room
- Cards Room
- Citizen's Park
- Video Games Room
- Cricket Net
- Table Tennis Room
- Kids Creche
- Landscape Gardens
- Locker room
- Steam Bath
- Jacuzzi
- Splash Pool
- Amphitheatre
- Sand Pits
- Graffiti Wall
- Cascading Fountain
- Plaza leading to Central Lawn
- Sculptures with Bamboo grove
- Acupressure Path
- Children Play area
- Jogging Track
- Exercise Corner
- Open Air theatre
- Aromatic Garden
- Basketball Pole

For Mantra Lifestyle Homes Pvt. Ltd.

Director

Security:

- Surrounded by 6ft. high compound walls
- Centralized control room managed by well trained security personnel
- Entry to resident's block only after proper authorisation
- Visitor's entry only after issuance of visitor's card maintained by the society
- Specific visitor parking

SCHEDULE- L

(Stage Wise Time Schedule of Completion of Project)

Sr. No.	Stage	Date by which the works are to be completed	Details of work to be completed
1.	Completion of Structure of the Building	_____	_____
2.	Completion of development works (internal/external development works). Completion of internal works of the Building like plastering, plumbing, electrification, tiling, fixation of fittings and white wash		
3.	Provision of civic infrastructure like water, electricity, sanitation Finishing		

For Mantra Lifestyle Homes Pvt. Ltd.

Director

SCHEDULE- M

(Details of other external development work for the Project)

i. Vaccum De-Watered Concrete Flooring (VDCF)/Cement Concrete (CC) for internal roads
ii. Rain water harvesting structure as per design
iii. DG Set for common area lighting and lifts
iv. Adequate parking as per norms
v. Transformer/electrical panels as per design
vi. Compound wall all around project
vii. Guard room at entrance
viii. Underground water tank with pumps
ix. Sewer lines and sewerage treatment plant
x. Fire hydrants for fire fighting
xi. Adequate campus lighting as per design
xii. Signages in the project

SCHEDULE-N

(Details of specification of material used in construction)

1. General

- Marble/Vitrified flooring
- Finishing of walls using premium distemper paint with smooth pop base
- Wooden windows

2. Kitchen:
   - Granite platform with stainless steel sink
   - 2ft. glazed tiles with dado above platform
   - Kitchen Fittings of I.S.I. make

3. Toilets:
   - Bath fittings from indigenous good brands
   - 7ft. high designer dado tiles in all bathrooms with anti-skid flooring

4. Electrical:
   - Concealed copper wiring
   - Adequate points with modular switches

For Mantra Lifestyle Homes Pvt. Ltd.

Director

- Steel – Fe 450 ISI marked
- Concrete- M20/M25 grade for columns, beams & slabs
- Cement- PPC 43 grade ISI marked
- Floor tiles- Vitrified tiles/ Ceramic tiles
- Bathroom Floor tiles – Antiskid Ceramic tiles
- Bathroom dados - Ceramic tiles
- Door shutter- Factory made flush doors
- Plumbing- UPVC/CPVC /PVC pipes
- Utensils- Chinaware
- Windows- Aluminum/wood/UPVC
- Electrification- copper conductor in concealed conduits
- Switches- Piano types switches

Annexure- I

(Approved layout plan of the Project)

Annexure-II

Layout plan of Unit

Annexure- III

Earmarked Parking for Allottee(s)

For Mantra Lifestyle Homes Pvt. Ltd.

Director

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Rajasthan

e-Stamp

Certificate No.	:	**IN-RJ13659850621884P**
Certificate Issued Date	:	12-Aug-2017 11:49 AM
Account Reference	:	NONACC (SV)/ rj3078304/ JAIPUR/ RJ-JP
Unique Doc. Reference	:	SUBIN-RJRJ3078304207994510430 34P
Purchased by	:	MANTRA LIFESTYLE HOMES PVT LTD
Description of Document	:	Article 4 Affidavit
Property Description	:	NA
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MANTRA LIFESTYLE HOMES PVT LTD
Second Party	:	NA
Stamp Duty Paid By	:	MANTRA LIFESTYLE HOMES PVT LTD
Stamp Duty Payable	:	50 (Fifty only)
Surcharge for Infrastructure Development	:	10 (Ten only)
Surcharge for Propagation and Conservation of Cow	:	10 (Ten only)
Stamp Duty Amount(Rs.)	:	70 (Seventy only)

NOTARY OF INDIA

ATTESTED

NOTARY PUBLIC
JAIPUR 18 AUG 2017

0002820737

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AFFIDAVIT CUM DECLARATION

AFFIDAVIT CUM DECLARATION of Mr. Abhishek Pal Singh, duly authorized by the Promoter of the proposed project vide its authorization dated 14th July 2017.

I, Abhishek Pal Singh (Aadhar No. 9429-3605-8483), Son of Ajay Pal Singh, aged 41 years, R/o B-68 Yash Path, Tilak Nagar, Jaipur Pin 302004, duly authorized by M/s Mantra Lifestyle Homes Pvt. Ltd , promoter of the proposed project, do hereby solemnly declare, undertake and state as under:-

1) That Agreement for Sale for the project Unique Apex Tower Phase II has been prepared on the basis of substance of the performa of Agreement for Sale provided under Rajasthan Real Estate (Regulation and Development) Rules, 2017 ("Rajasthan RERA Rules") by customizing the same as per the requirement of our project and the contractual terms offered by us to the customers, while observing the framework of Real Estate (Regulation and Development) Act, 2016 ("RERA") and Rajasthan RERA Rules.
2) We undertake that such additions/amendments are not contrary to the provisions of Real Estate (Regulation and Development) Act, 2016 ("RERA") and Rajasthan RERA Rules.
3) That if any clause or portion of the Agreement for Sale is declared to be in violation of the RERA and Rajasthan RERA Rules, the same shall be deemed to be non-existent.

Deponent

Verification

I, Abhishek Pal Singh, Son of Shri Ajay Pal Singh, aged 41 years, R/o B-68, Yash Path, Tilak Nagar, Jaipur Pin-302004, do hereby verify that the contents in para No. 1 to 3 of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at Jaipur on this 12th day of August, 2017

Deponent

ATTESTED

NOTARY PUBLIC
JAIPUR