

DRAFT COPY.

Allotment Letter

Ref. No.:

Date:

Mr/Mrs./Ms.

.....

.....

Sub: Allotment of Flat No.-, in "MALANI HEIGHTS", Village BARMER, Tehsil BARMER, District BARMER (Raj.).

Dear Sir/Madam,

We refer to your application dated, for allotment of a residential Flat in our project "MALANI HEIGHTS" situated at Residential Land Khasra No. 3603/1223,3604/702,3819/702,3820/702, Village BARMER, Tehsil BARMER, District BARMER (Raj.).

It gives us immense pleasure to inform you that you have been allotted Flat No., having carpet area of sq. ft.; built up area of sq. ft. on floor in above project for total cost of _____ (_____) including all other charges but excluding GST & other taxes.

In pursuance of the terms & conditions as laid down in the Application Form the Total Price of the Flat and other charges (if any) shall be payable as per the payment plan agreed between us. The terms and conditions of the agreement for sale, to be executed between you and the owner & developer, shall be final and binding between both the parties.

All the taxes, dues, levies, demands or charges including but not limited to Service Tax, GST, if any, shall be borne by the purchaser/allottee(s).

We value our relationship and welcome you amongst our family.

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

Yours faithfully,

FOR M/S. MALANI RESORTS LLP

For Malani Resorts LLP

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AGREEMENT FOR SALE

This Agreement for Sale (hereinafter referred to as "**Agreement**") is executed at Barmer on this _____ day of _____ 201__ by and between:

M/S. MALANI RESORTS LLP, duly registered under Limited Liability Partnership Act 2008, having registered office at Plot No. 669, Vivek Vihar, New Sangar Road, Jaipur (PAN: ABIFM1221A) through its designated Partners Mr. Bhawani Shankar Sharma (Adhar no. 846954278324) age 57 years son of Lt. Sh. Mewa ram Sharma resident of Kalyan pura marg no. 2, Barmer, 344001 duly authorized vide authority letter herein after referred as **PROMOTER** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include there legal successor (s), administrators, executors successor and permitted assignees) of the **FIRST PART**

AND

Mr./Mrs./Ms. _____, age _____ Years,
Son/Daughter/Wife of _____ resident of _____

Aadhar No. _____ PAN _____.

JOINTLY WITH

Mr./Mrs./Ms. _____, age _____ Years,
Son/Daughter/Wife of _____ resident of _____

Aadhar No. _____ PAN _____.

hereinafter singly/jointly, as the case may be referred to as the Allottee(s), which expression shall, unless repugnant to the context of meaning thereof be deemed to mean and include their legal successor (s), administrators, executors successors and permitted assignees) of the **SECOND PART**,

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

For Malani Resorts LLP

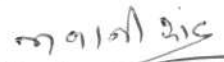
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INTERPRETATIONS/DEFINITIONS

(1) In this Agreement, the following expression unless repugnant to the context shall have the meaning assigned thereto:-

- (a) **"Act"** means the Real Estate (Regulation and Development) Act 2016.
- (b) **"Apartment/ Unit/ Flat"** shall mean individual flat/unit whether called block, chamber, dwelling unit, flat, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for residential, in any part of the Project.
- (c) **"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, Jaipur Development Act 1959, Rajasthan Municipalities Act, 2009, Rajasthan (Disposal of Urban Land) Rules, 1974, Jaipur 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.
- (d) **"Association of Allottee(s)"** means an Association of Apartment owners to be formed, or deemed to have been formed, consisting of the apartment owners in the building acting as a group in accordance with the applicable bye-laws and shall include society formed by apartment owners, cooperative society of allottees or a federation of allottees as per the Clause (e) of Sub- Section (4) of Section 11 of the Act;

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- (e) **"Brochure"** mean the brochure showing the details and specifications of the project as circulated by the Promoter at the time of booking of Apartment or Flat or Building, as the case may be.
- (f) **"Built-up area"** means the sum of area of apartment or Flat, it shall include area encompassed within the walls of apartment or flat, all balconies, whether covered or un-covered, and thickness of wall, in case there be as common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area.
- (g) **"BUILDING PLANS"** shall mean the plans and designs of Building constructed or to be constructed on the Scheduled Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Builder and/or Architect(s) in accordance with Applicable Laws.
- (h) **"Carpet area"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts exclusive balcony of verandah area, but includes the area covered by the internal partition walls of the apartment.
- (i) **"Common Areas and Facilities of the Project"** shall mean such common areas, facilities and spaces in the Project meant for common use of all the occupants of the Project (as defined herein-below) and the equipments provided AND/OR reserved for the common use and the enjoyment of all the occupants of the Project and more particularly detailed in the **Schedule- D** attached hereto. However, any areas, facilities and equipments reserved for a specific group/person(s) or occupants of a specific part of the Project, shall not form part of common areas and facilities of the Project.
- (j) **"Completion Certificate"** means the completion certificate or such certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.

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- (k) **"Delay Payment Charges"** means the charges to be paid on account of delay in the payment as interest on the amount due at the Interest Rate (Specified herein below).
- (l) **"Earnest Amount"** shall mean 10% of the total price of the unit
- (m) **"Facility for Parking"** shall mean the parking space which forms part of the Common Areas and Common Facilities of the Project, provided in the Project being developed upon the Scheduled Land.
- (n) **"Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including:
 - (i) acts of God i.e. fire, drought, flood, earthquake, epidemics and other natural disasters; or
 - (ii) explosions or accidents, air crashes and shipwrecks; or
 - (iii) strikes, riots, lock-outs, civil disturbances, curfew etc.; or
 - (iv) war or enemy action or terrorist action; or
 - (v) change in Law, Rules and Regulations, injunctions or stay granted by court of law or interim order by arbitrator;
 - (vi) non-availability of steel, cement, Bajari or other building material or water supply or electric power or like; or
 - (vii) Natural calamity or by reason of any national or international happening or event; or
 - (viii) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction , court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement.
 - (ix) any event or circumstances analogous to the foregoing which is beyond the control of the parties.

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M. A. S.
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- (o) **Interest Rate** mean the state bank of India highest marginal cost of landing rate plus 2% or such other rate as may be applicable from time to time as per the act and rules.
- (p) **"Interest"** means the interest payable at the rate specified in the rules.
- (q) **"LIMITED COMMON AREAS AND FACILITIES OF THE SAID PROJECT"** shall mean those common areas and facilities which are designated in writing by the Builder before the allotment, sale or transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments.
- (r) **"Maintenance Society"** shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act.
- (s) **"Para"** means a para of this Agreement.
- (t) **"Payment Plan"** shall have the meaning described under clause _____ of this agreement.
- (u) **"Prospectus"** means the prospectus showing the details and specifications of the project as circulated by the Promoter at the time of booking of apartment or flat or building, as the case may be.
- (v) **"Project"** shall mean the Project, being constructed on the Project Land and named as **"Malani Heights"**.
- (w) **"Regulation"** mean the Regulation made under the Act.
- (x) **"Rules"** means Rajasthan Real Estate (Regulation and Development) Rules, 2016.
- (y) **"Schedule"** means the Schedule attached to this agreement.
- (z) **"SCHEDULED LAND"** shall mean residential Land khasra No. 3603/1223,3604/702,3819/702,3820/702, at Village Barmer, Tehsil Barmer, District Barmer admeasuring 7593.50 Sq. Mtr. on which the Project named **"MALANI HEIGHTS"** is being developed and is demarcated and shown in **"Schedule A"** attached herewith.
- (ab) **"Section"** means the section of the Act.

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- (ac) **Super Built Up Area :-** shall mean the built up area of residential unit along with proportionate common area occupied by walk ways , corridors, water tanks, electrical transformers and panel, generator room , lifts ,elevator, lobby, and all spaces meant for common use of the allottees/buyers of the complex.
- (ad) **Undivided Proportionate Share** shall mean and include the proportionate share, right and interest in the Land corresponding to the Flat agreed to be bought by the Buyer where the proportion is to be determined by comparing built up area of Flat with maximum permissible FSI of the Building and Project at any point of time. This right shall be capable to be enjoyed only along-with the superstructure of the Flat.
- (2) The words and expressions used herein but not defined in this agreement and defined in the Act or in the Rajasthan Urban Improvement Act 1959 (Rajasthan Act No. 35 of 1959) or in the Rajasthan Municipalities Act 2009 (Rajasthan Act No. 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those law.

WHEREAS:

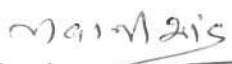
- A. The Promoters being the absolute owners of land bearing khasra no. 3603/1223,3604/702,3819/702,3820/702 admeasuring 8417.46 SQ.MT. situated at Village Barmer, Tehsil Barmer, District Barmer (Rajasthan), .
- B. The Land Owners undertook the conversion of the above mentioned agriculture land to non-agriculture use under the provisions of section 90-A of Rajasthan Land Revenue Act 1956 and accordingly office of UIT, Barmer vide order dated 13.12.2017 bearing no. 2368 granted the required permission.
- D. Thereafter a single patta (lease deed for 99 years) was issued by UIT Barmer in respect of scheduled Land, on dated 19-01-2018 bearing No. 141/19/01/2018, in favour of Land Owners, which was duly registered before the office of sub-registrar Barmer on dated 23-01-2018, in Book No. 1, Volume No. 578, Page No. 96, S. No. 201803078100235 and copy of the same was filed in additional Book No. 1, Volume No. 1604, Page No. 59 to 66 ("**UIT PATTA**").

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- E. Accordingly, Land Owners became absolute owners of the Scheduled land and have legal title of the Schedule Land with legally valid documents.
- F. The Project Land is earmarked for development of a Group Housing Project and the said project shall be known as "MALANI HEIGHTS ". ("Project");
- G. The Promoter has obtained the final layout plan approvals for the Project from UIT Barmer. The promoter agrees and undertakes that they shall not make any changes to Approved layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- H. The Land is free from all encumbrances.
- I. The Owner has conceived, planned and is in the process of constructing and developing "project" after getting necessary permissions/approvals from the concern competent authorities and which inter-alia comprising of apartment/building and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto, on a piece and parcel of khasra No. 3603/1223,3604/702,3819/702,3820/702, at Village Barmer, Tehsil Barmer, District Barmer admeasuring 7593.5 Sq. Mtr., is fully described in the Schedule-A.
- J. The Project has been registered with the "RERA" on dated _____ and the project registration certificate No. is _____. This registration is valid for a period of ____ years commencing from _____ and ending with _____ unless renewed by the regulatory Authority. The details of Promoter and project are also available in the website (www.rera-rajasthan.in) of the regulatory authority.
- K. The layout plan/site plan of the project (whole project) has been sanctioned vide no. 622 dated 12-06-2018 by UIT, Barmer and copy of which enclosed as **Annexure -1**
- L. The details of plan of development works to be executed in the proposed project. Details of the plan of development work to be undertaken in the said project and the proposed facilities to be provided including water facilities, emergency evacuation services, etc., as provided in clause (e) of

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sub-section (2) of section 4 of the Act, have been specifically provided under **schedule-E**.

- M. The details of specification of material use/to be used in construction of the said project have been specifically provided in **schedule -I** attached hereto.
- N. The Stage wise time-schedule for completion of the project including the provisions of civil infrastructure like water, electricity, sanitation and all other above mentioned internal/external development works been specifically provided in **Schedule-J** attached hereto.
- O. Promoter has opened a separate account in ICICI Bank in Branch Sarojani marg, Jaipur for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4.
- P. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Apartment (hereinafter referred to as the 'Unit/Apartment') in the Project vide his/her/their/its application dated..... The Allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- Q. On application as aforesaid, the Allottee(s) has been allotted an apartment located in the said project and of pro-rata share in the common area and facilities of the said project and more particularly described in **schedule "M"** attached herewith.
- R. The Floor Plan of the unit (as described in Annexure-2) and building in the said project in given in schedule A and Annexure -1.
- S. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- T. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and

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stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

- U. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

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

1. **TERMS:**

- (1.1) Subject to the term and conditions as detailed in this agreement, the Promoter hereby agrees to sell to the Allottee(s) and the allottee(s) hereby agrees to purchase and received the unit more specifically given in the Schedule M hereunder.

- (1.2.1) The Basic sale consideration of the unit/apartment is Rs. _____ / (Rupees _____ only) including consideration of exclusive balcony (here-in-after referred to as "**Basic Sale Consideration of Unit**").

- (1.2.2) The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay taxes, charges, deposit, etc. (here-in-after referred as "**Additional Payments**").

GST: Rs. _____ (Rupees _____).

Administrative Charges : Rs. _____ (Rupees _____).

Map Charges : _____.

Lease Money _____.

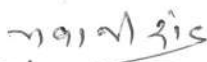
Maintenance security _____.

- (1.2.3) The aggregate of basic sale consideration of unit and Additional Payments in respect of the Unit shall here-in-after be referred to as "**Total Payable Amount**".

Explanation :

- (i) The Total Payable Amount includes the booking amount paid by the allottee(s) to the Promoter towards the Unit .

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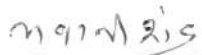
All other charges, which are specifically mentioned in this agreement and does not form part of the Total Payable Amount. shall be paid by the Allottee(s) in addition to Total Payable Amount as per this agreement.

- (ii) The Total Payable Amount includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, 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 Resident's Welfare Association or Maintenance Society . However The Total Payable Amount does not include Stamp Duty, Surcharge, Registration Fees, Documentation Charges, Advocate Fees and any other charges applicable at the time of registration of this agreement, Conveyance Deed/Sale Deed, Sub-Lease Deed, electricity connection charges, UD tax etc. in respect of the Unit/Apartment. Further the Total Payable Amount above does not include upfront maintenance charges, which shall determined by the Promoter on reasonable basis and payable by the Allottee(s) until the common areas and facilities of the project are not taken over by the Resident's Welfare Association or Maintenance Society. Further, in addition to the Total Payable Amount, the Allottee(s) shall also be liable to pay proportionate charges for insurance of the project land and project as and when demanded by the Promoter.

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall

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include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

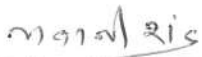
- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in plan given in Schedule H ("**Payment Plan**") and the Allottee(s) shall make payment demanded by the Promoter within 15 days of demanded by the Promoter. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- 1.3 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. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s).

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

- 1.4 As mentioned above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs./- (Rupees only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the total

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Payable and the Allottee(s) agrees and undertakes to pay the balance amount described and set out in Schedule-H of the Total Payable Amount Strictly in accordance with the payment plan.

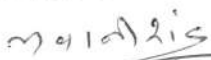
Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this agreement, he shall be liable to pay interest Rate, along with taxes including GST for any due under this Agreement.

- 1.5 The Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule K' in respect of the unit or the said project without the previous written consent of the Allottee (s) and the Allottee(s) further agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through registered A.D. on the address mention herein and in case the allottee(s) dose 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 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.

- 1.6 The Promoter shall confirm to the final carpet areas/Super Builtup Area and balcony area that has been allotted the Allottee(s) after the construction of the Project is complete, by furnishing details of the changes, if any, in the carpet areas/Super Builtup Area. The Total payable Amount payable for the unit shall be recalculated upon confirmation by the Promoter. If the there is reduction in the carpet areas/Super Builtup Area and balcony area than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet areas/Super Builtup Area and balcony area of the unit allotted to the Allottee(s), the

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Promoter may demand the additional consideration, charges, taxes, etc. from the Allottee with next milestone of the Payment Plan. All these monetary adjustments shall be made in the Total Payable Amount in proportion to increase/decrease in area of the Unit.

1.7 Subject to clause No. 9, the Promoter agreed and acknowledges that after registration of conveyance deed of the unit, the Allottee(s) shall have the right to the Apartment/unit as mentioned below:

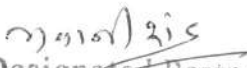
- (i) The Allottee(s) shall have exclusive Promotership of the Apartment;
- (ii) The Allottee(s) shall also have undivided proportionate Promotership and share in the common areas of the said project. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society in accordance with applicable laws. It is further clarified and understood by the Allottee(s) that the Allottee(s) shall not have any right, title or interest in any part of whole project, except the project, which has been specifically defined in this agreement.
- (iii) That the computation of the price of the Apartment/unit includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment/unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project as per this agreement.
- (iv) To assess the extent of development of the said project and his unit, the Allottee(s) may visit the said project. However,

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the Promoter discourages such kind of visit by the allottee(s) and his/her family members due to the risk at construction site. If the Allottee(s) decides to visit site, he/she shall take due care and proper safety measures while visiting the site as construction activities are full swing and the Promoter shall not in any way be held responsible for any accident, fall of any object, mishappening etc. caused to/with Allottee(s) and his/her accompanying person's while using the site. Further, the Promoter strictly prohibits the visit of children at construction site.

- 1.8 The Allottee(s) agrees and understands that the Promoter shall earmark One Two-Wheeler Parking Space for the Allottee(s) at the time of execution of Conveyance Deed of the Unit for proper management and utilization of parking area of the project and the same shall not have independent legal entity detached from the apartment. The Allottee(s) shall have no rights to sell/transfer/deal with the parking space independent of the apartment. It has been explained to the Allottee(s) and the Allottee(s) has agreed that the earmarking of parking space shall be subject to the guidelines issued by UIT, Barmer or any other statutory authority or local body having jurisdiction, or any other applicable statute or regulation or decision of maintenance society. The Promoter and the Allottee(s) shall at all time comply with rules, regulation, guidelines and other directions applicable in this regard.
- 1.9 The Allottee(s) agrees and understands that except the unit as described in **Schedule-M** attached hereto, the Allottee(s) shall have no Promotership claim or right of any nature in respect of any un-allotted saleable spaces in the said Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which they shall be free to deal with, in accordance with applicable laws.
- 1.10 The Promoter shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future Project at any suitable place in the Project and the Allottee(s)

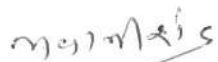
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and the Promoter's Association shall not have or shall not obstruct on exploitation of this right by the Promoter.

- 1.11 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.12 The Promoter Agrees to pay all outgoing/ dues before transferring the physical possession of the unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues. If the Promoter fails to pay all or any of the outgoing/dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the unit, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.13 That the said project shall always be known as "Malani Heights (EWS-LIG Project)" and the name of the said project shall not be changed except with the consent of the Promoter.
- 1.14 The Allottee(s) shall not be entitled to sell, transfer the said unit for a period of 10 years after the allotment of said unit. In case of sale of said unit or apartment within 10 years of allotment, the Promoter shall be entitled to cancel the allotment and conveyance deed of the said unit or apartment and allot the said unit to other applicant in the waiting list.
- 1.15 The Allottee(s) shall occupy the said unit or apartment within one year from the date of possession of the said unit/apartment, in case of failure to occupy the said unit within the period of 1 year from the date of possession of the said unit, the Promoter shall send list of units which have been canceled to UIT, Barmer and thereafter, allot the said unit to other applicant in the waiting list.
- 1.16 Concerned project is AFFORDABLE HOUSING PROJECT, in this project all the rebate/benefits given by The Central government will be applicable, but if by any means, these benefits/rebates/taxes etc. are being withdrawn or not been conferred by the Government to the concerned project, in that case any rebate/taxes/etc. withdrawn

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earlier, will be realized from each of prospective buyer in proportionate share before his/her possession.

2 **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of "**MALANI RESORTS LLP RERA COLLECTION ACCOUNT** " Account No.167615000542 Payable at ICICI Bank, Sarojani Marg, Jaipur. The receipt would be valid only after realization of said cheque/ demand draft/ banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s). However in case of dishonor of cheque/ demand draft/ banker's cheque, as the case may be, the Allottee(s) shall be liable to pay Rs. 5000/- (Rupees Five Thousand Only) towards dishonor charges.

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

3.1 The Allottee, if residence 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 thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable

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guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

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

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

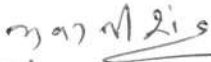
5. **TIME IS ESSENCE :**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment/unit to the Allottee(s) and the common areas and common Facilities of the said project to the Maintenance Society or Promoter's Association.

6. **CONSTRUCTION OF THE PROJECT:**

The Allottee(s) has seen, understood and accepted the Approved layout plan of the project, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the

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specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and the procedure agreed under clause 1.6 hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the said Apartment-** The Promoter agrees and understands that timely delivery of possession of the Apartment/unit to the Allottee and the common areas and facilities of the said project to the Maintenance Society or Promoter's Association is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/unit along with ready and complete common areas and facilities of the said 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 real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/unit and the Promoter shall not be liable to pay any penalty/interest/compensation during such force majeure condition, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be

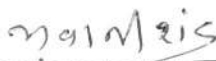
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implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, which shall be assessed by the Promoter, the Promoter shall inform the allottee(s) about such impossibility along with notice of termination of one month and upon termination of this allotment, the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with delay payment charges computed at interest rate within forty-five days from the date on which termination effective. After refund of the money paid by the Allottee, the Allottee agreed that he/she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession:-** The Promoter, upon completion of the project vide written intimation (**Offer Letter**) offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 30 days from the date of offer letter given to the allottee(s) by the Promoter, the allottee(s) shall make payment of all dues, outstanding, Stamp Duty, Surcharge, Registration Fees and other incidental charges, interest if any, maintenance security etc. to be paid by the Allottee(s) to the Promoter as per this agreement and to execute and register conveyance deed of the unit/apartment. The 30th day of offer letter shall be referred to as "**Demand date of possession**", whether or not, the allottee(s) take the actual physical possession of the unit. The Promoter 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/apartment together with proportionate indivisible share in common areas of project and also handover possession of the unit/apartment. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of

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failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter which the Promoter is liable to comply/carry out as per the applicable laws provided such failure is not on account of reasons beyond the control of the Promoter and/or on account of any default on the part of the allottee(s). The Allottee(s) shall be solely responsible any liable to compliance of the provisions of Indian Stamp Act 1899, Rajasthan Stamp Act 1998, and Registration Act 1908 including any action taken or deficiencies/penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the unit on account of delay on the part of allottee(s) in taking over possession and in such event the allottee(s) shall have to take possession of the same on "as is where is basis". The Promoter 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 Possession of the Allottee:- After handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society accordance with the Act.

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

Provided that where the Allottee(s) cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the earnest Amount, any taxes, duties, cess, etc. deposited by the Promoter to the concern department/authority in respect of 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 till such date and the balance amount shall be

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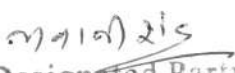
returned by the Promoter to the Allottee(s) without any interest, after the sale of Unit to a new allottee/buyer, from the amount realized from the such new allottee/buyer.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a Developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due.

- 7.6 The Allottee shall be liable to pay from the deemed date of possession, house tax, property tax, fire-fighting tax or any other fees, cess or tax as applicable under law, as and when levied by any local body or authority and Local body or authority and so long as the unit of the Allottee(s) is not separated assessed to such taxes, fees or cess, the same shall be paid by the allottee(s) in proportion of super built-up area of unit.

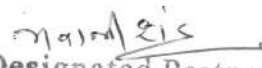
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REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:- The Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Promoters has absolute, clear and marketable title with respect to the said Land .
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas.
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (vii) The Promoter has not entered into any agreement for sale or any other agreement / arrangement with any person or party with respect of said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society.
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property.

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- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the promoter in respect of the said Land and/or the Project.
- (xiii) Promoter shall not be responsible towards any third party making payments, remittances on behalf of any allottee(s) and such third party shall not have any right under this agreement and/or in the unit, in any way and Promoter shall issue the payment receipt 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 Promoter shall be considered under a condition of default, in the following events, namely:-
 - (i) The Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including

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the provision of all specifications, amenities and facilities, as agreed to between the parties.

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

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

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

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

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

- (i) In case the Allottee(s) fails to make payments for consecutive on demands made by the Promoter as per the payment plan, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest

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to the Promoter on the unpaid amount.

- (ii) In case of default by Allottee(s) under the conditions listed above continues for a period beyond one consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the earnest Amount and the interest liabilities and this Agreement shall thereupon stand terminated :
Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.
- (iii) The Allottee(s) may obtain finance from any financial institution bank or any other source but the Allottee(s) obligation to purchase the said apartment and making of all payments pursuant to this Agreement shall not be contingent on his/her/their/its ability or competency to obtain such financing, and the Allottee(s) will remain bound under this Agreement whether or not the Allottee(s) has/have been able to obtain financing for the purchase of the said apartment.
- (iv) Failure, pursuant to a request by the Promoter, to become a member of the association of Allottee(s) or to pay subscription charges etc. as may be required by the Promoter or Association of Allottee(s), as the case may be.
- (v) Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the Promoter or not executing documents as may be required under the law for such transfer.
- (vi) Dishonor/stoppage of payment by any cheque(s) including postdated cheques given by Allottee(s) for any reason whatsoever
- (vii) Sale /transfer / disposal off dealing with, in any manner, the reserved car parking space independent of the Unit or selling of the additional allotted parking

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space to any third party other than occupant of the Building and /or of the project.

- 9.4 The Promoter's 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 and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
 - (ii) Upon occurrence of event of default mentioned in Clause 9.3(ii) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
 - (iii) Upon occurrence of event of default mentioned in Clause 9.3(iii), (iv), (v) and (vi) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4 (ii); Further in case of event of default under Clause 9.3(iii), till the time Promoter 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 along with applicable taxes, from the date of issuance of Offer Letter and (c) recover holding/safeguarding charges @ 5/- Rs. per sq. feet of Super Built-up Area per month on the Total Payable Amount of the Unit; and (d) taxes mentioned in above Clauses (e) withhold registration of the Conveyance Deed of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 9.3(iii) and Allottee(s) hereby authorizes the Promoter for the same.
 - (iv) The rights and remedies of Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to

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be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement.

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

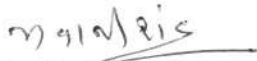
- (i) The Earnest Amount;
- (ii) All taxes, duties, cess, etc deposited by the Promoter to the concerned department/ authority in respect of the Unit;
- (iii) The interest and charges paid/ payable by the Allottee(s) to the Promoter as per Clause 9.4(i) and/ or 9.4 (iii), if applicable;

9.6 Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/ 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 SAID BUILDING/ APARTMENT/ PROJECT:

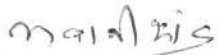
- 10.1 That until the takeover of the common areas and facilities of the project to the Maintenance Society in accordance with the Applicable Laws, The Promoter shall maintain the Common Areas and Facilities of the Project at actual cost plus 20%.
- 10.2 The Promoter shall handover the Common Areas and Common Facilities of the Said project to the Promoters Association in accordance with the Applicable Laws.
- 10.3 After the handover of Common Areas and Facilities of Said

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- Project to Promoters Association as per the Act, it shall be the responsibility of the Promoters Association to run and maintain the Common Areas and Facilities of the Said Project recoverable proportionally 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 Promoters Association, from time to time and regularly.
- 10.4 The Allottee(s) hereby agrees that his/her right to the use of Common Area and facilities of the Said Project shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligation in respect of the terms and conditions specified under this Agreement as well as by the Promoters Association from time to time.
- 10.5 Allottee(s) shall be bound by all the terms and conditions of the maintenance agreement and any other agreement entered by the Promoters Association and any decision taken by the Promoters Association as per its Bye-Laws.
- 10.6 The Allottee(s) hereby agrees to pay the Promoter/society/body corporate as the case may be, a non-refundable interest free sum of Rs. _____/- (Rupees _____) as payment towards "**Maintenance Security**" of the society or the body corporate as the case may be at the time of offer of possession. Upon formation of the society the Promoter shall be bound to deposit this sum in separate bank account of the society. All principal and interest monies in the said account shall exclusively be used for maintenance, upkeep and repairs of the said building. The said maintenance security shall not be utilized for any purpose other than specifically approved by the society under its bye-laws. It is agreed that the monies to the credit of said maintenance security may be invested in fixed deposit/government securities and /or debt mutual funds or in any other manner as may be approved by the Promoter/society/body corporate.
- 10.7 The Allottee(s) hereby agrees that in case short fall occurs in maintenance funds being available from interest earned out of

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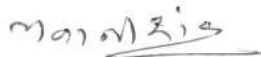
corpus funds then, in addition of the money paid toward the said maintenance security referred to above, he/she/they shall pay such proportionate maintenance cost on a monthly basis as determined by the society and/or the Promoter. Such payment shall be made latest by the 10th of every month in advance. in case of default of payment of the aforesaid charges the Promoter or its nominee shall be entitled to discontinue/disconnect the service of water and electricity etc. to the said flat as also shall have right to recover the charges with minimum interest @ 24% p.a. from the Allottee and/or from the occupier of the flat/unit/apartment.

- 10.8 Till the Society is formed and the maintenance is handed over to it as stated above, the entire maintenance upkeep and preservation of the said building, operation of the common services and management of common areas therein shall be done by the Promoter. The Promoter shall maintained the building/project from the maintenance security and its earnings, but if any shortfall occurs in maintenance funds being available from interest earned out of maintenance security funds then, the flat Promoter/occupier shall pay such proportionate maintenance cost on a monthly basis as determined by the Promoter on the terms and conditions maintained herein unless agreed to separately. The Allottee agrees to pay proportionate share of all expenses incurred by the Promoter for maintenance of said building "**Malani Heights**" as and when demanded by the Promoter.

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 as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession or demand date of possession whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the

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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 Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or damage directly attributable to the obligations of the Allottee(s) 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 under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/ or State and local laws and/ or of any of the provisions of this Agreement and/ or (iv) termination of this Agreement by the Allottee(s) without any default/ delay on the part of the Promoter and/ or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in Clause 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 Promoter due 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.

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

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 Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Apartment 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 rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as

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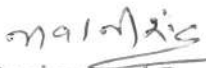
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parking spaces, and the same shall be reserved for used by the Maintenance Society for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 16.1 The Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/ Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said unit, and keep the said unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 16.2 The Allottee(s) shall be solely responsible for taking insurance of the unit/apartment and goods in the unit at its own cost and expenses.
- 16.2 The Allottee further undertakes, assures and grants 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 or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the Apartment/ unit or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the unit.
- 16.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency

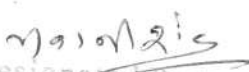
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appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

- 16.4 That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/Promoters Association and nowhere else. The non-observance of the provision of this clause shall entitle the Promoter or Promoter Association, as the case may be, to enter the Apartment, if necessary and remove all non-conforming fitting & fixtures at the cost and expenses of the Allottee(s).
- 16.5 The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Maintenance Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- 16.6 The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony / lawns /roof-top/ terrace under his/her/its use.
- 16.7 It is in the interest of the Allottee(s), to help the Maintenance Association in effectively keeping the Unit and/ or the Project secured in all ways, For the purpose of security, the Maintenance Association would be free to restrict and regulate the entry of visitors into the building/ Project.
- 16.8 The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Project or for any illegal of immoral purpose.
- 16.9 Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the building in which the Unit is situated.
- 16.10 Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the building/ Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the

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said building/Project and/ or the Unit.

- 16.11 Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. structure or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- 16.12 The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Association and/ or maintenance agency appointed by the Maintenance Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 16.13 Interior Works in the Unit:- That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Promoter/Maintenance Association and the Promoter/Maintenance Association may permit the same subject to appropriate conditions.
- 16.14 After handing over the Said Project, it shall be the responsibility of the Promoter's Association for obtaining/renewal of insurance for the said project and pay insurance premium.

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

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

18. ADDITIONAL CONSTRUCTIONS:

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

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19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

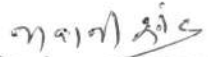
After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment / Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/Building.

20. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub Registrar for its registration as and when intimated by the Promoter, then the Promoter shall be entitle to serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), the Promoter shall have the option to cancel the allotment of the allottee and if so chosen by the Promoter, earnest amount deposited by the allottee shall be forfeited. However in case cancelation of booking is done within 30 days from the date of booking full advance payment shall be refunded without interest. The Allottee shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of unit to the allottee, including preparation of this agreement, postal cost, advocate fees etc.

21. **ENTIRE AGREEMENT:**

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This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ Building, as the case may be.

22. **RIGHT TO AMEND :**

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

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. **WAIVER NOT A LIMITATION TO ENFORCE:**

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

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

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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 there-under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to the conform to the Act or the Rules and Regulations made there-under 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 of the Apartment bears to the total carpet area of all the Apartments in the Project.

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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with

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the execution, this Agreement shall be registered at the office of the concern Sub-Registrar at Barmer.

29. **NOTICES:**

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

PROMOTER	ALLOTTEE(S)

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

30. **JOINT ALLOTTEE:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes 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, in respect of the apartment, prior to the execution and registration of the agreement for sale for such apartment, shall not be construed to limit the rights and interests of the allottee or the Promoter under the agreement for sale, under the Act, the rules or the regulations made thereunder.

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 Act,

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rules and regulations made there under including other applicable laws of India for the time being in force.

33. ELECTRICITY CONNECTION:

- 33.1 That the Allottee(s) shall be required to get and maintain separate electric connection for the said premises in his own name from JVVNL and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and shall be reimbursed to the Promoter if the same is incurred by the Promoter. The Allottee(s) shall be entitled to avail and get electric connection from JVVNL only after the aforesaid obligations are complied with and N.O.C. obtained from Promoter by him.
- 33.2 The Allottee(s) has further agreed to pay the difference of the check meter and actual reading meter of the individual user of JVVNL proportionately if the check meter is installed by the State.
- 33.3 The Allottee(s) will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/ service of the Project. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.
- 33.4 Electric charges for the separate meter installed for common facility like lift, Tube well, Parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the Allottee(s) in proportion to the area of the Said Premises as per demand by the Promoter /Maintenance Society.
- 33.5 If, however, due to any subsequent legislation/Government order or directive or guidelines or change in the National Building Code of India (NBC) 2005 or if deemed necessary at the sole discretion of the Promoter/Society, additional fire safety measures are undertaken, then the Allottee(s) shall pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the Promoter /Society, which shall be final and binding on the Allottee(s).

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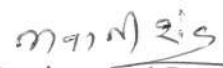
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34. **JURISDICTION:** That, the High Court of Judicature for Rajasthan, at Jaipur bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.
35. **DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim ("Dispute") arising between the parties out of or in relation to or in connection with this Agreement, of the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Agreement, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "Arbitration Act"). The Party to the First Part shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be Jaipur. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.

That in all the matters not hereby specifically provided, the decision of the Seller shall be final. If there arises any dispute amongst various space Promoters with respect to any matter relating to use of common amenities, services and facilities at the said Project and/or Building or generally in relation to matters of upkeep and maintenance of the Project and/or Building, the decision of Seller/Service Company in that respect shall be final and binding on Allottee(s).

IN WITNESS WHEREOF the Parties have signed this agreement with their free will and consent, without any compulsion or coercion on this _____ day of _____ 201_ and in the presence of following witnesses :

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SIGNED AND DELIVERED by the
within named "**Promoter**"

(Bhawani Shankar Sharma)
Authorized designated Partners of MALANI RESORTS LLP"

SIGNED AND DELIVERED
within named "**Allottee(s)**"

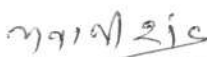
(_____)

WITNESSES:

1.

2.

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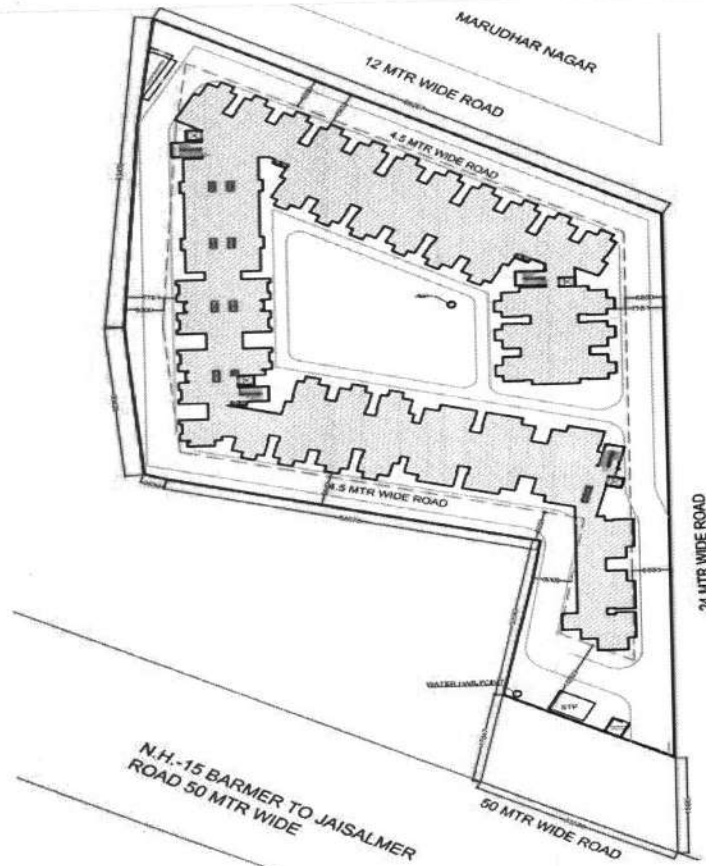
SCHEDULE - A
DESCRIPTION OF LAND

Residential Land khasra No. 3603/1223,3604/702,3819/702,3820/702, at Village Barmer, Tehsil Barmer, District Barmer (Raj.) admeasuring 7593.50 Sq. Mtr.

BOUNDED & SURROUNDED

Towards East-40'-0" wide Road
Towards West- Other's Land and highway,
Towards North-Other's Land
Towards South-80'-0" wide Road

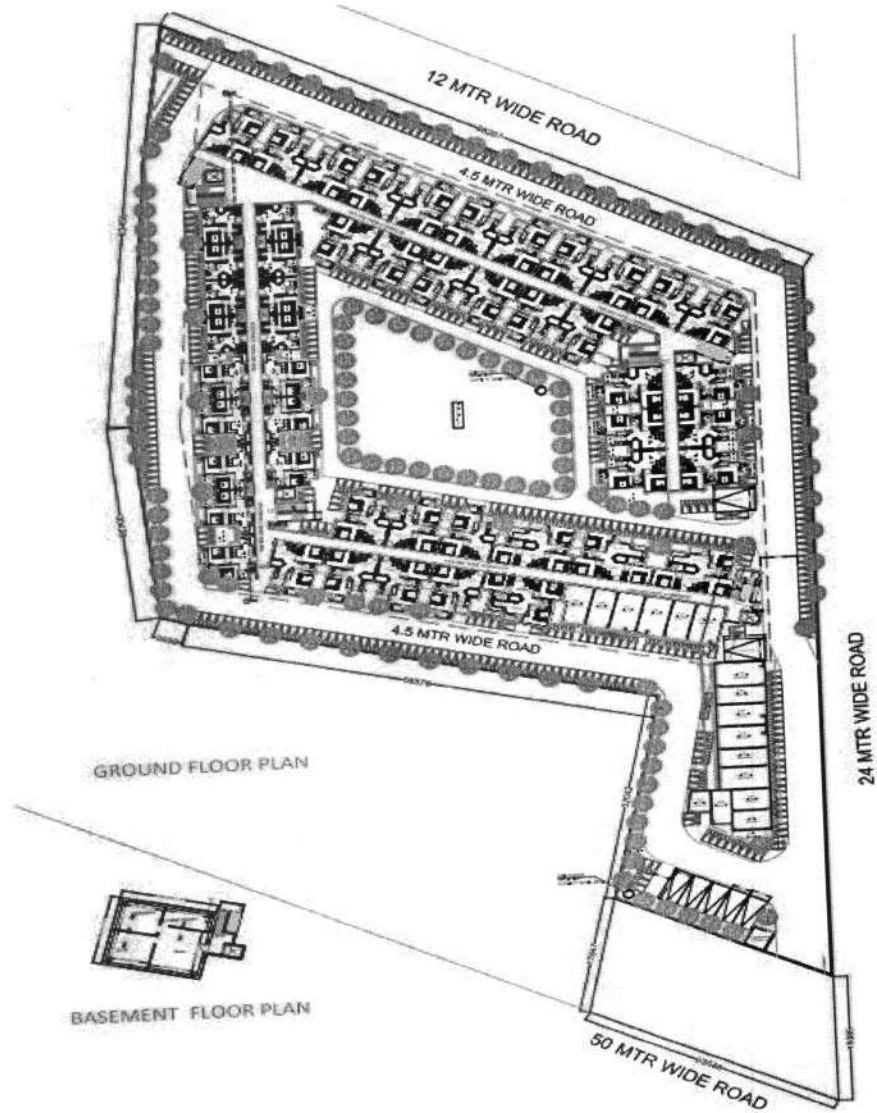
Location Map

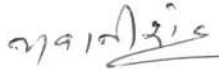


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SCHEDULE-B
(Lay-out Plan of the Project)



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SCHEDULE-C

Details of Common Areas and Facilities

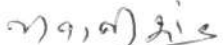
1. The Project Land Only.
2. The Stair Cases, Lift, Lift Lobbies, Fire escapes and common entries and exits of the building.
3. The Common terrace, open Parking areas and common storage spaces within project land.
4. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward shafts or for the lodging of apartment service personnel.
5. Installation of central service such as electricity, water and sanitation and incinerating system for water conservation.
6. The water tanks, pumps, motors, fans, compressors, ducts, and all apparatus connected with installation of common use.
7. All other portions of the project necessary or convenient for its maintenance, safety, etc. and in common use.

SCHEDULE-D

Details of Common Areas, Facilities Amenities of project

1. Project land.
2. Sewer System.
3. Water Supply System.
4. Electric Supply System.
5. Storm Water Drainage System.
6. Community Hall
7. Outdoor gaming court for children's
8. Library
9. Walk -way/Jogging track
10. Open Gym
11. Ladies corner
12. Volleyball court
13. Commercial area

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14. Senior Citizen Corner
15. Garden
16. Free Scooter Parking
17. Guard Room
18. Designer Entry Gate

SCHEDULE-E

Development works to be undertaken

The Promoter has conceived a detail plan of development work to be developed in the said project:

1. Water Supply
2. Power Backup to common area
3. Community Hall
4. Electric Supply

SCHEDULE-F

(Salient Features)

- Located on Main National Highway
- Earthquake resistance RCC frame structure
- PVC insulated copper electric wire
- Lifts
- Sufficient electric points

SCHEDULE-G

(Details of external Development)

- Roads
- Footpath
- Water Supply
- Sewers

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- Drains
- Tree
- Common Area Lighting
- Rain Water Harvesting

SCHEDULE-H

Stage of development works completion of unit	Percentage of the total ----- as calculated under terms and conditions No.	Installment amount in Rs.	Period with in which the installment is to be paid by the allottees
On Registration	5%		On booking
On Allotment	5%		10 days from Allotment
Start on Foundation	15%		15 days from issuance of demand
Start on Slab Casting Ground Floor	7%		15 days from issuance of demand
Start on Slab Casting of 1 st Floor	7%		15 days from issuance of demand
Start on Slab Casting of 2 nd Floor	7%		15 days from issuance of demand
Start on Slab Casting of 3 rd Floor	7%		15 days from issuance of demand
Start on Slab Casting of 4 th Floor	7%		15 days from issuance of demand
Start on Slab Casting of 5 th Floor	7%		15 days from issuance of demand
Start on Slab Casting of 6 th Floor	7%		15 days from issuance of demand
Start on Slab Casting of 7 th Floor	7%		15 days from issuance of demand
Start on Slab Casting of 8 th Floor	7%		15 days from issuance of demand
Start on Slab Casting of 9 th Floor	7%		15 days from issuance of demand
On Possession	5%		15 days from issuance of demand
Total	100%		

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SCHEDULE-I

Details of Specification of material used in construction

S.NO.	DESCRIPTION	DETAILS
1	Structure	Earthquake Resistance RCC Structure
2	Masonry	CM 1:4 For Partition Wall
3	Masonry	Internal Plaster 12 mm thick 1:4 External Plaster 20 mm thick 1:6
4.	Window	Steel Sections Windows (with Safety Grill) or Aluminum Windows
5.	Door Frame	Angle Frames as per locally available EZ-7 Section or stone frames
6.	Flush Door	32 mm Thickness door with Enamel paint
7.	Coloring	On internal wall water distemper
8.	Balcony	Vitrified Tiles in flooring and Enamel Paint on Railing and windows
9.	Bathroom & WC	Ceramic Flooring, European WC/ Indian WC, ISI mark CP Fitting
10.	Flooring	In Rooms Vitrified tiles or Equivalent
11.	Flooring and Wall tiles in Bathrooms	Anti-Skid Ceramic tiles in flooring Ceramic tiles on wall up to 7' Height
12.	Water Supply	GI-UPVC/CPVC –ISI Mark Pipe, OHT (Over Head Tank) ISI Mark
13.	Kitchen	Granite Platform and steel sink
14.	Staircase and Verandah	Kota-Stone or Marble Flooring
15.	Electrical Work	led Electrical Fittings Light Point with Switch and MCB Unit

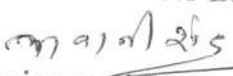
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SCHEDULE-J

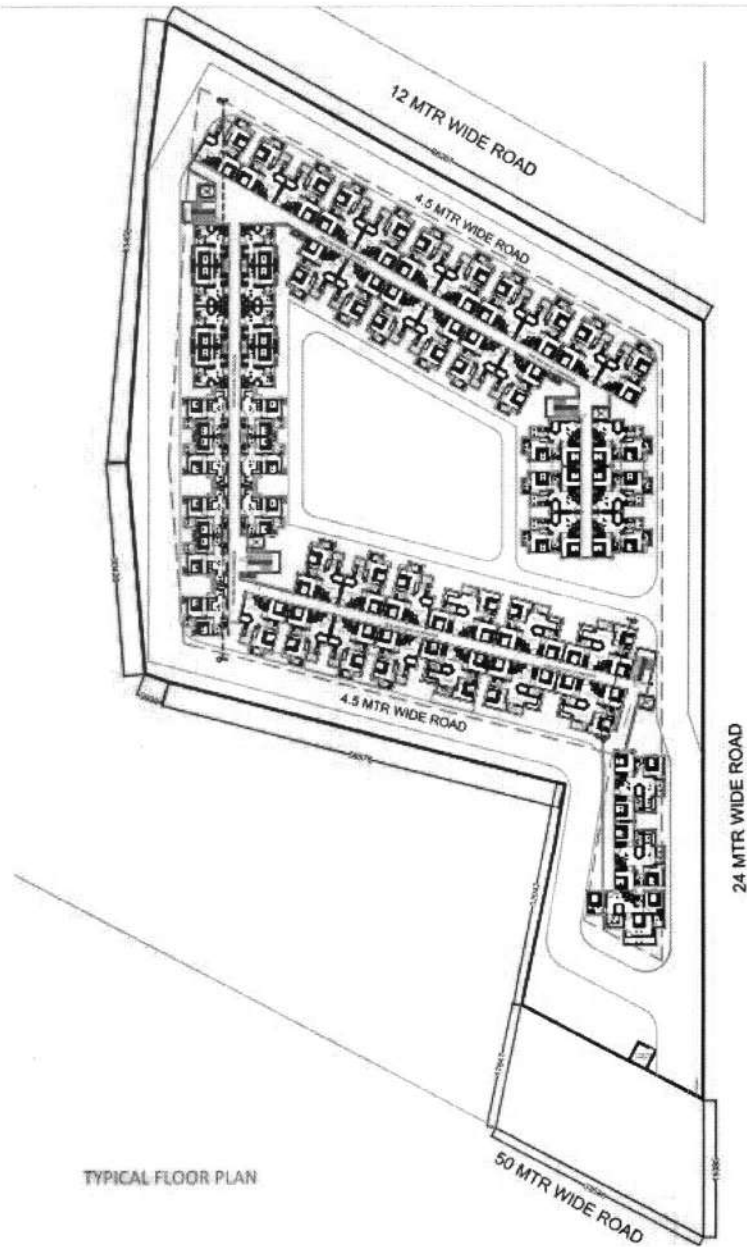
Stage	Date by which the works are proposed to be completed	details of works to be completed
Completion of structure of building	24 Month	foundation and structure of the building
completion of development works (internal/external development works)	12 Month	Brick Work, Internal Plaster, Tiles Work, External Plaster, POP Work, Door Shutter Fitting, Window, Electrical wiring & Fittings and testing, Internal paint & external Paint, Fire-fighting, lift
Finishing	6 Month	Final finishing and Hand Over

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SCHEDULE-L

(Typical Floor Plan of the Project)



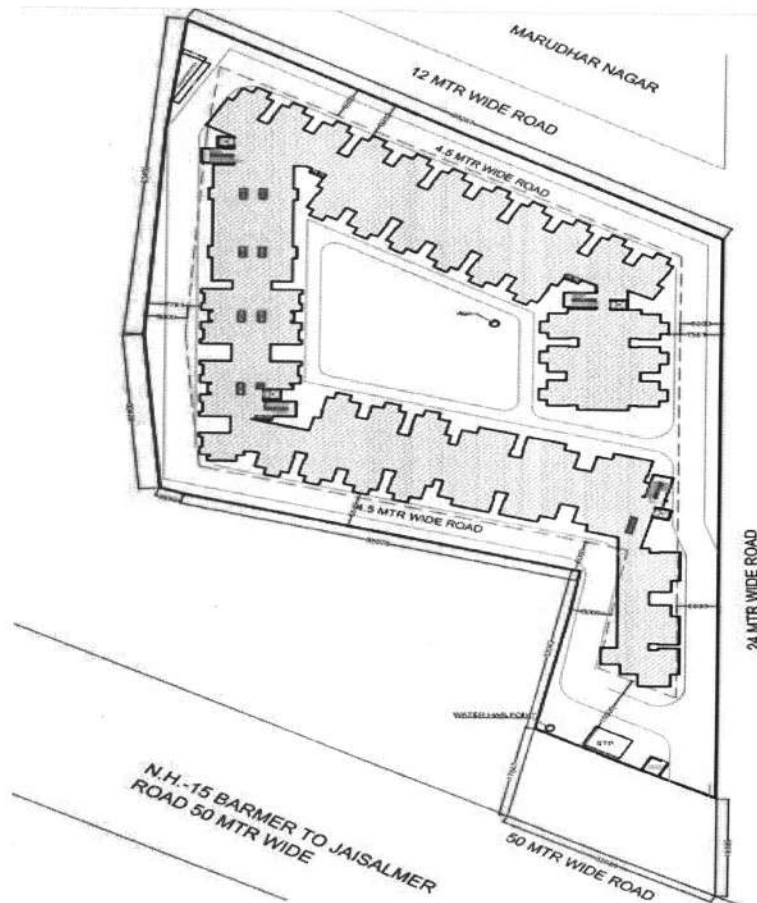
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SCHEDULE - M
DESCRIPTION OF FLAT

ALL THAT the Flat No. _____ measuring built-up area of _____ Square Feet (Carpet Area _____ Sq. Feet) on _____ Floor in "MALANI HEIGHTS", at Residential Land khasra No. 3603/1223,3604/702,3819/702,3820/702, at Village Barmer, Tehsil Barmer, District Barmer (Raj.) along with the undivided proportion of the land and right of use of the common areas with other Promoters /occupants of the other Flats in the Residential Project.

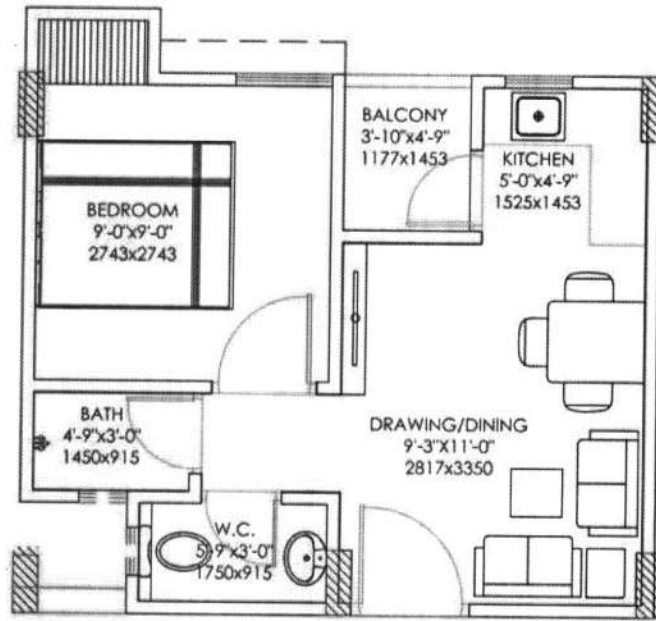
Annexure-1
Site Layout plan of project



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Annexure -2
Lay-out plan of Unit



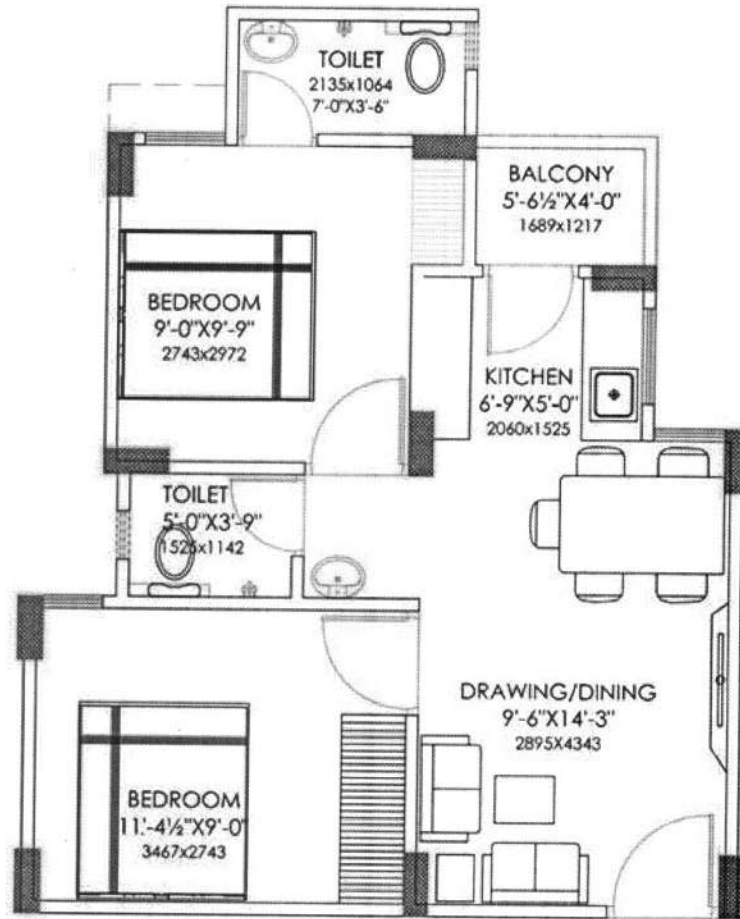
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EWS 1.5 BHK
 BALCONY AREA = 2.18 SQ.MT.
 BUA WITH OUT BALCONY=33.89
 TOTALBUA=2.18 /2+ 33.89=34.98 SQ.MT.
 CARPET AREA=29.79 SQ.MT.

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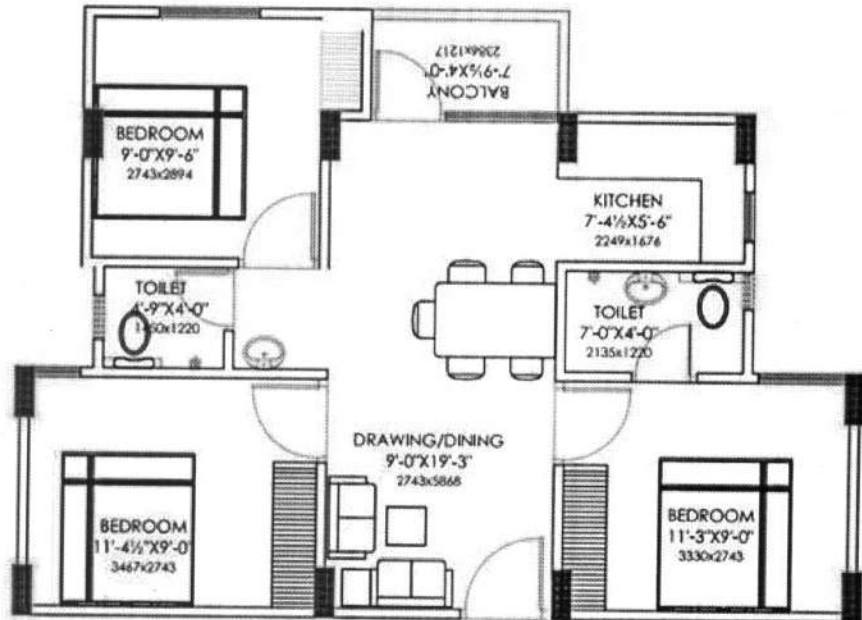
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LIG 2 BHK
 BALCONY AREA = 2.05 SQ.MT.
 BUA WITH OUT BALCONY=43.76 SQ.MT.
 TOTALBUA=2.05 /2+ 43.76=44.79 SQ.MT.
 CARPET AREA=39.32 SQ.MT.

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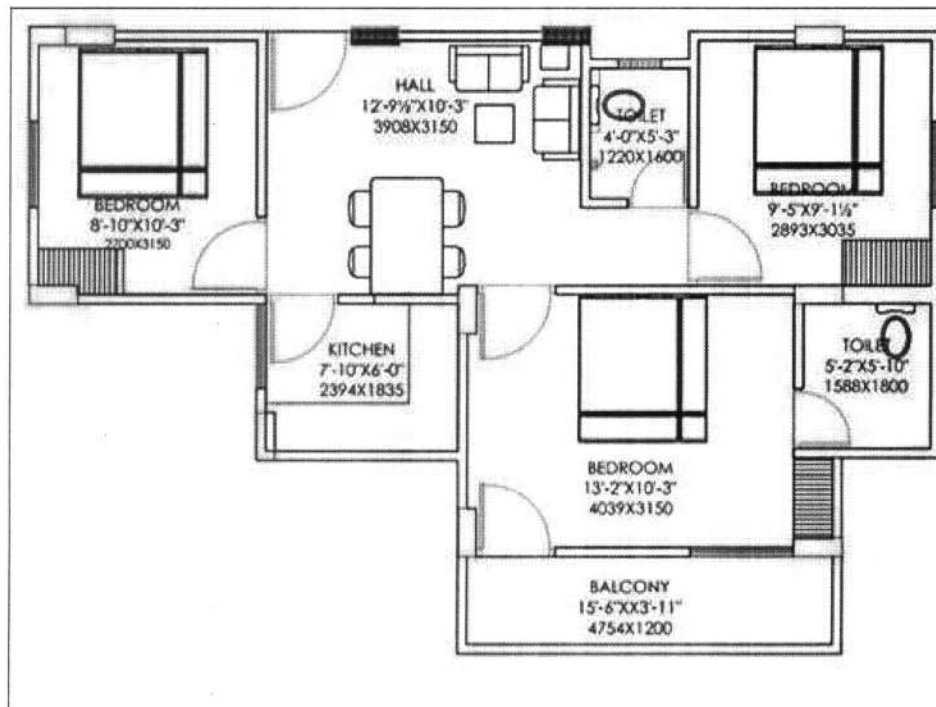
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LIG 3 BHK
 BALCONY AREA = 2.88 SQ.MT.
 BUA WITH OUT BALCONY=58.94
 TOTALBUA=2.88 /2+ 58.94 =60.38 SQ.MT.
 CARPET AREA=53.23 SQ.MT.

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LIG 3 BHK
 BALCONY AREA = 5.70 SQ.MT.
 BUA WITH OUT BALCONY=59.85
 TOTALBUA=5.70 /2+ 59.85 =62.70 SQ.MT.
 CARPET AREA=53.60 SQ.MT.

COMMON EXPENSES

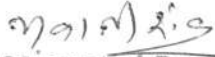
1. All costs of maintenance, operating, replacing, white washing, painting rebuilding, reconstruction, fire-fighting, decorating, re-decorating and lighting for common area, walls of the Residential Project etc.
2. The salaries, perquisites and allowances of all persons employed for the aforesaid purposes.
3. Insurance premium if any paid for insuring the Common areas against earthquake, fire, lightening, mob, damage, civil common etc.
4. All charges and deposits for supplies of common utilities.
5. Municipal taxes, land and building taxes and / or other taxes which are in force and / or other taxes which may be levied by the concerned authorities under any statute, rules or regulations for land/ building in Common Area and / or Common Area.

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6. Any other costs charges incurred by Seller /the Maintenance Agency for maintenance and security of the Residential Project and for watch and ward staff.
7. All litigation expenses for protecting the title of the Land and Residential Project.
8. The office expenses incurred for maintaining the office for maintenance of common area.

For Malani Resorts LLP


Designated Partners



सत्यमेव जयते

INDIA NON JUDICIAL Government of Rajasthan

e-Stamp

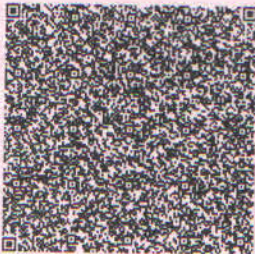


Certificate No. : IN-RJ33671150671526Q
Certificate Issued Date : 12-Jul-2018 05:01 PM
Account Reference : NONACC (SV)/ rj3149304/ JAIPUR/ RJ-JP
Unique Doc. Reference : SUBIN-RJRJ314930458725099209411Q
Purchased by : prem kumar jain
Description of Document : Article 4 Affidavit
Property Description : plot no 669, vivek vihar, jaipur
Consideration Price (Rs.) : 0
 (Zero)
First Party : MALANI RESORTS LLP
Second Party : RERA JAIPUR
Stamp Duty Paid By : MALANI RESORTS LLP
Stamp Duty Payable (Rs.) : 50
 (Fifty only)
Surcharge for Infrastructure : 5
Development (Rs.) (Five only)
Surcharge for Propagation and : 5
Conservation of Cow (Rs.) (Five only)
Stamp Duty Amount(Rs.) : 60
 (Sixty only)

ATTESTED
 NOTARY
 JAIPUR CITY UPTO DISTRICT JAIPUR
 RAJASTHAN INDIA

For Malani Resorts LLP

Designated Partners



TQ 0001150963

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shrestamp.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



I kavindra Jain S/o Lt. Sh. Karamveer Jain R/o 53, Mohan Nagar, Gopalpura, Jaipur, Rajasthan partner of MALANI RESORTS LLP. Do hereby declare that I have applied for Registration of our project "MALANI HEIGHTS" Under The Real Estate (Regulation and Development) Act, 2016. I further declare that I have abided by the Act and Followed the Rules prescribed by The Real Estate (Regulation and Development) Act, 2016. I further declare that in case of any contravention in future, form G as prescribed in the rules shall prevail.

For Malani Resorts LLP

Designated Partners
kavindra Jain

VERIFICATION

I kavindra Jain S/o Lt. Sh. Karamveer Jain R/o 53, Mohan Nagar, Gopalpura, Jaipur, Rajasthan do hereby declare on oath that the facts mentioned above are true and correct.

For Malani Resorts LLP

Designated Partners
kavindra Jain

Place :- Jaipur

For Malani Resorts LLP

Designated Partners
kavindra Jain

ATTESTED
NOTARY
JAIPUR CITY UPTO DISTRICT
RAJASTHAN INDIA
12/7/18