

**ALLOTMENT LETTER**

Mr./Ms./Mrs. \_\_\_\_\_

Dated: \_\_\_\_\_

Co- Appl. \_\_\_\_\_ (if, any)

**Sub: Letter of Allotment of Flat/Unit in "Unique Enclave Phase-I" corresponding to Khasra No. 924/305, 1314/305, 1315/305, 1206/305, 971/305, 974/305, 986/305, 980/305, 925/305 situated at Gram Kher, Tehsil Pachpadra, Zila Barmer.**

**Dear Sir(s)/Madam(s),**

**Hearty Congratulations!!!**

We are delighted to inform you that you have been allotted a Unit/Flat bearing no. \_\_\_\_\_ on \_\_\_\_\_ Floor, \_\_\_\_\_ Tower, having tentative carpet area of \_\_\_\_\_ sq. ft and exclusive balcony area of \_\_\_\_\_ sq.ft., super built up area of \_\_\_\_\_ sq. ft., ("Unit"), against your Registration/Application form no. \_\_\_\_\_ dated \_\_\_\_\_ ("Application Form"), in our project named as "Unique Enclave Phase-I" ("Project") which is being developed upon land admeasuring 84 Bighas situated at Gram Kher, Tehsil Pachpadra, Zila Barmer ("Project Land") and more particularly described in **Schedule-I** hereto in accordance with terms and conditions of said Application Form and this Allotment Letter.

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

The above provisional allotment of the Unit in your favour, is further subject to you making timely payment to us as per the Payment Plan and execution of the standard Flat buyer's agreement/Agreement to Sell with us within 45 days from the date of its dispatch by us at your address as notified by you in the said application. The Agreement to Sell stipulates the detailed terms and conditions of the contemplated sale of the Unit in your favour. If you fail to sign and

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

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

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

Assuring you the best of our services.

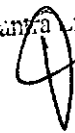
You are kindly requested to accept the allotment by signing on the office copy of the allotment letter.

### TERMS & CONDITIONS IN RESPECT OF ALLOTMENT OF A FLAT/UNIT IN THE RESIDENTIAL PROJECT NAMED "UNIQUE ENCLAVE PHASE-I".

1. The Project has been registered with the Real Estate Regulatory Authority ("Authority") on date \_\_\_\_\_ and the Project's Registration Certificate No. is \_\_\_\_\_. This Registration is valid for a period of \_\_\_\_\_ years commencing from \_\_\_\_\_, unless renewed by the Authority. The details of the Promoters and the Project are also available on the website ([www.rera-rajasthan.in](http://www.rera-rajasthan.in)) of the Authority as required under Real Estate (Regulation and Development) Act, 2016 ("Act").
2. The Allottee(s) has/have full knowledge of all the laws/notifications and rules applicable to the the Project and further acknowledges that that he/she has seen all documents / papers in relation to the Project, including but not limited to the title documents, license, sanctions, approvals etc. obtained from the competent authorities and after being fully satisfied about the rights, title and interest possessed by Sh. Ghevaram S/o Sh. Sakaram, R/o Tehsil Ke Pas Bhil Basti, Pachpadra, Pachpadra City, Barmer, Rajasthan-344032 (hereinafter referred to as "**Land Owner No. 1**"), Sh. Chaganlal S/o Sh. Manaram, , R/o Heera Panna Gali, Khed Road, Balotra, Barmer,

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Rajasthan-344022 (hereinafter referred to as "Land Owner No. 2"), Sh. Prahalad Ram Chaudhary S/o Sh. Bhera Ram Chaudhary, R/o Ward No.34, Veer Tejaji Colony, Pachpadra Road, Balotra (Rural), Barmer, Rajasthan-344022 (hereinafter referred to as "Land Owner No. 3") Sh. Jasaram S/o Sh. Navalram, R/o Somesara (hereinafter referred to as "Land Owner No. 4"), (hereinafter referred to as "Land Owners" or "Promoter No.1") and Mantra Lifestyle Homes Pvt. Ltd. (CIN: U70101RJ2011PTC037342), a company incorporated under the laws of India, having its corporate office at 4th Floor, Unique Destination, Laxmi Mandir Crossing, Tonk Road, Jaipur (hereinafter referred to as "Developer or Promoter No.2") over the Project Land. The Applicant(s) acknowledges having also obtained all clarifications with respect to the Project and Project Land.

3. The sale consideration of the Unit is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), including consideration for exclusive balcony and preferred location charges, if any, (hereinafter referred to as "Basic Sale Consideration of Unit").
4. The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc (hereinafter referred to as "Additional Payments"):
  - a) One month maintenance charges: Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only);
  - b) Association Formation Charges: Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only);
  - c) Interest Free Maintenance Security (IFMS): Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only);
  - d) Preferential Location Charges (PLC): Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only);
  - e) External Electrification Charges: Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only);
  - f) Power Backup Facility Charges: Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only);
  - g) Legal and Administrative Charges: Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only);
  - h) Service Tax/GST: Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only);
  - i) Insurance of Project Land and Project: Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only);
5. The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), which shall hereinafter be referred to as "Total Payable Amount".
6. The Allottee(s) is aware that the Total Payable Amount is inclusive of the booking amount, VAT/Service Tax/Cess/GST or any other similar taxes levied in connection with the

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

7. The Allottee(s) shall pay the Total Payable Amount of Unit less booking amount of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only) strictly in accordance with the Payment Plan annexed herewith as **Annexure – I**, through Account Payee Cheque / Demand Draft in favor of "Mantra Lifestyle Homes Pvt. Ltd. - Unique Enclave - Collection A/c bearing A/c No. 3629770577". payable at \_\_\_\_\_. The receipt would be valid only after realization of the said cheque/demand draft/and effect of credit in account of the Developer. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).
8. The Allottee(s) should note that an amount equivalent to 15% of Basic Sale Consideration shall be treated as the "**Earnest Money**" and the balance amount shall be paid by the Allottee(s) in accordance with the payment plan specified in "**Annexure I**" hereto.
9. The Allottee(s) is aware that The Total Payable Amount is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the Competent Authority, from time to time. If the increase is in statutory charges including but not limited to, upward revision of External Development Charges / Infrastructure Development Charges, taxes, Lease Money, Urban Development Tax, other government charges / deposits, increase of deposits / charges for supply of electricity and water, cost of additional fire safety measures, revision of ground rent, or outgoings of any kind or nature, the Allottee(s) shall be liable to pay the said additional charges and taxes to the Promoter No. 2 from the date of booking. The Allottee(s) agrees and confirms to pay the same to the Promoter No. 2 as and when demanded by the Promoter No. 2. The Promoter No. 2 undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter No. 2 shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

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10. Every Allottee(s) shall be bound to join, subscribe and become member of the Maintenance Association, which will maintain common areas and common facilities of the Project and regular up keep of Project and shall pay monthly maintenance charges to the Maintenance Association as prescribed. The Allottee(s) shall sign and execute the application for becoming a member of the Maintenance Association and sign the copy of bye-laws of the Maintenance Association and shall duly fill-in, sign and return to the Seller within fifteen (15) days of the same being forwarded by the Developer to the Allottee(s). After the handover of common areas and facilities of the Project to the Maintenance Association, it shall be the sole responsibility of the Maintenance Association, to run and maintain the common areas and common facilities of the Project. The Allottee(s) is aware that until the handover of the common areas and facilities of the Project to the Maintenance Association in accordance with RERA, the Developer itself or through maintenance agency shall maintain the common areas and facilities of the Project. The Developer shall transfer the IFMS to the Maintenance Association without any interest at the time of takeover of common areas and common facilities of the Project to the Maintenance Association.
11. In case there is any change / modification in the taxes or introduction of any new direct / indirect tax, the subsequent amount payable by the Allottee(s) to the Developer shall be increased/ reduced accordingly. However, if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any granted to the Project by the authority as per the Act, the same shall not be charged from the Allottee(s).
12. The Allottee(s) agrees to execute the Seller's Standard Agreement for Sale/Apartment Buyer's Agreement, Sale Deed or any other agreement and/ or document, as and when called upon to do so by the Developer. A copy of Seller's Standard Agreements in respect of the Project is available on www.\_\_\_\_\_ .com and a copy of the same may be availed by the Allottee(s) from Seller's office by paying Rs. \_\_\_\_\_ per page.
13. It is understood by the Allottee(s) that the Developer shall have no obligation to send reminders/ notices to the Allottee(s) in respect of the obligations of the Allottee(s) as set out in the application Form and in this Allotment Letter and Agreement to Sell and the Allottee(s) is required to comply with all his obligations on its own. In the event the Allottee(s) fails to comply with terms and conditions thereof, the Promoters shall always have the right to cancel / terminate the Allotment Letter and/or Agreement to Sell and to forfeit the entire Earnest

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Money. Thereafter, the Allottee(s) shall be left with no lien, right, interest, title or claim of whatsoever nature under the Allotment Letter and/or Agreement to Sell.

14. Allottee(s) agrees that parking space which may be earmarked with the Unit will be treated as a single indivisible unit for all purposes and the Allottee(s) undertakes not to transfer this right in favour of any third party independent of the conveyance, sale, transfer and assignment of the Unit.
15. The Allottee(s) hereby authorizes the Promoter No. 2 to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s) against the Unit, if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the Promoter No. 2 to adjust his payments in any manner.
16. The Promoter No. 2 shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement and/or in the Unit, in any way and Promoter No. 2 shall issue the payment receipts in favour of the Allottee(s) only and in case of cancellation by any such Allottee(s) refund as per the terms of the Agreement shall be made only to the Allottee(s).
17. A detailed Agreement for sale shall be executed between the Allottee(s) and the Promoters in the Seller's standard Agreement for Sale format mentioned hereinabove.
18. The sale deed shall be executed and registered and title of the Unit along with pro rata share in common areas and facilities of the Project shall be conveyed by the Promoters in favour of the Allottee(s) within a period of three (3) months from the date of issue of Occupancy Certificate subject to full and final payment of all moneys payable including interest, if any, and all other dues of the Promoters by the Allottee(s) in terms of the Application Form, this Allotment letter and Agreement for Sale and subject to compliances of all other relevant terms and conditions of the Application Form, this Allotment Letter and the Agreement for Sale. The cost of stamp duty, registration charges and other incidental charges expenses as applicable in respect of execution of Agreement for Sale, Sale Deed, etc shall be borne by the Allottee(s).
19. The timely payment of installments as per the Payment Plan shall be the essence of this application/allotment. It shall be incumbent upon the Allottee(s) to comply with the terms of payment and other terms and conditions of allotment and sale. In case the Allottee(s) fails to make payment of any installment as per Payment Plan, despite having been issued notice in this regard by the Developer, the Allottee(s) shall be liable to pay Interest as per Rajasthan Real

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Estate (Regulation and Development) Rules, 2017 ("Rules"). In case of Allottee(s) fails to pay the due instalment together with interest payable thereon within a period of 60 days from the payment due date, the same shall be construed as default and the Developer may, at its sole discretion, cancel the allotment and/or terminate the Agreement to Sell and be entitled to forfeit the Earnest Money taxes, duties, cess, etc. paid to concerned department in respect of the Unit and the interest liabilities and refund balance amount without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer and the Allottee(s) shall have no other claim whatsoever against the Seller. However, the Developer may, at its sole discretion, decide not to cancel the allotment. Such discretion to condone the delay and not cancel the allotment shall vest exclusively with the Developer and all decisions taken by the Developer in this regard shall be final and the Applicant(s) agrees that all such decisions of the Developer shall be binding on and acceptable to him. In any case whatsoever such acts shall not be considered as waiver on the part of the Promoters nor shall the same in any manner prejudice the rights of the Promoters.

All over-due payments from the Allottee(s) shall attract interest at the rate specified under the Rules per annum from the date it fall due till the date of receipt of actual payment. If any of the cheques of the Allottee(s) gets dishonoured for any reason whatsoever, the Developer shall be fully entitled, at its sole discretion, to cancel the Allotment and to forfeit the entire Earnest Money. However, the Developer may, at its sole discretion, may defer its right to cancel the allotment by charging Cheque Dishonour Charges. Cheque Dishonour Charges payable for dishonour of a particular instalment payment cheque for first instance is Rs. 2,500/- and for second instance it is Rs. 5,000/- only. Thereafter, no cheque will be accepted and payments shall be accepted through Bank Demand Draft(s) only.

20. The Developer upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit, to the Allottee(s) in terms of Agreement for Sale to be taken within three (3) months from the date of issue of occupancy certificate.

21. Subject to force majeure, the Developer agrees to offer possession of the Unit on or before \_\_\_\_\_. In the event of the failure of the Allottee(s) to take over the possession of Unit, the Developer shall have the option to cancel allotment and forfeit Earnest Money and interest liabilities and refund balance amount without any interest or the Developer may without prejudice to its rights under this allotment letter, decide not to cancel the allotment of the Unit and in such case the Allottee(s) shall pay the Developer the following amount:-

- i. The amount due with interest as mentioned in the notice for possession from the due date till date of the payment.
- ii. Maintenance charges from the date of offer of possession as per notice of possession.

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iii. Holding/ safeguarding charges @ Rs. 5/-per sq. ft. month for the period of delay.

However, notwithstanding anything mentioned hereinabove in this clause, in case the delay in taking possession of the Unit by the Allottee(s) exceeds \_\_\_\_\_ days, the Developer without prejudice to its rights under the Agreement for Sale, shall be entitled to terminate the allotment and forfeit Earnest Money, taxes, duties, cess, etc. paid to concerned department in respect of the Unit, interest liabilities and other charges payable for delay in taking possession as mentioned hereinabove and refund balance amount without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

22. In case the Allottee(s) cancels/withdraws from the Project without any fault of the Promoters, the Developer herein is entitled to forfeit the Earnest Money, all any taxes, duties, cess etc paid by the Allottee(s) and deposited by the Seller to the concerned department/authority in respect of the Unit and all other penalties, interest liabilities, dues of any nature whatsoever in respect of the said Unit as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Developer to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer. Further, on cancellation of allotment of Unit by the Developer or by the Allottee(s) all rights, title and interest of the Allottee(s) over the Unit shall stand extinguished and the Allottee(s) shall have no further legal right, title and interest of any nature over the Unit and the Developer shall be entitled to transfer the Unit to any other person(s) at its own discretion.
23. In the event it becomes impossible for the Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee(s) the entire amount received by the Developer from the Allottee(s) without interest or compensation whatsoever. Allottee(s) agrees that he/she shall not have any rights, claims, etc. against the Promoters and the Promoters shall be released and discharged from all its obligations and liabilities under Application Form, this Allotment Letter and Agreement for Sale to be executed.
24. The Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the said Unit without the previous written consent of the Allottee(s) and Developer shall not make any other additions and alterations in the sanctioned plans, layout plans and specifications of the buildings or the common areas and facilities in respect of the Project without the previous written consent of the 2/3<sup>rd</sup> of allottee(s) of the Project and the Allottee(s) hereby agrees that such consent shall

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not be unreasonably withheld. The Developer may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

Provided that, the Developer may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of RERA.

25. The Promoter No. 2 shall confirm to the final Carpet Area/super built up area that has been allotted to the Allottee(s) after the construction of the Project is complete, by furnishing details of the changes, if any, in the Carpet Area/super built up area. The Total Payable Amount payable for the Carpet Area/super built up area shall be recalculated upon confirmation by the Promoter No. 2. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 above.
26. The Allottee(s) shall be liable to pay from the date of offer of possession, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Super Built Up area/Carpet area of Unit to the Super Built Up area/Carpet area of all apartments in the Project. If the Developers has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Developers within 15 days from the date of notice in this regard from the Developer failing which the Developer shall be entitled to charge interest for the period commencing on the date on which the Developer paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Developer.
27. The Allottee(s) agrees that the Promoters shall have the right to make additional construction anywhere in the Project Land including construction of upper floors, including but not limited to the reasons of increase in floor area ratio (FAR) at the Project Land or for any other reasons whatsoever to the extent permissible by the Governmental Authorities. The Promoters shall have the right to transfer such additionally constructed areas/units in any manner whatsoever as the Seller may in its absolute discretion deem fit. In the event such additionally constructed

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areas/units are developed on the Project Land, then the transferees of such additional construction shall have the same rights as the Applicant(s) with respect to the Project including the right to be member of the Association and a right to use of the common areas and facilities. The Developer shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Project Land. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards any such additional FAR and shall have no right and/or objection to any of such additional construction activities to be carried on by the Developer on the Project Land, provided the specifications and size of the Unit shall not undergo a charge.

28. On intimation from the Developer, the Allottee(s) shall be bound to execute the Agreement for Sale and other documents as may be required by the Developer and the terms and conditions of the same shall be binding upon the Allottee(s). On failure to execute the same within forty five days (45) from the receipt of notice in this regard/or adhere to the terms and conditions mentioned therein, the Developer may at its option decide to either continue the allotment or cancel the allotment. In case of cancellation of allotment, the Developer shall be fully entitled, at its sole discretion, at any stage, to cancel the allotment of the Unit and forfeit the entire Earnest Money. In such an event the Allottee(s) will also not be entitled for the refund of amounts paid towards, statutory charges, interest on delayed payment etc.
29. The Allottee(s) shall not transfer/assign his allotment of the Unit without prior written permission of the Promoters. Once the Agreement to Sell has been executed, after payment of minimum 30% of the Basic Sale Consideration by the Allottee(s) or period of ten (10) months being elapsed from the date of issuance of Allotment Letter, whichever is later, the Allottee(s) may, provided the Allottee(s) is in compliance of all terms and conditions of the Agreement to Sell, assign / transfer its rights and obligations under the Agreement to Sell or nominate/substitute any third person/entity in his place for execution of the conveyance / sale deed in respect of the Unit . Any such assignment/ transfer/ substitution shall be subject to the Allottee(s) submitting documentary proof as may be required by the Promoters, payment of a transfer / administrative charges of 2% of the Basic Sale Consideration along with all other dues payable by the Allottee(s) to the Developer till that date and further subject to such terms and conditions as may be imposed by the Developer. Any such assignment / transfer by the Allottee(s) shall always be subject to applicable laws, notifications/ governmental directions.

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30. In case the Allottee(s) wants to avail of a loan facility from his employer or any Bank or any Financial / Lending Institution to facilitate the purchase of the Unit applied for, the Promoters shall facilitate the process subject to the following:
- The terms of the Employer / Bank / Financing Institution shall exclusively be binding and applicable upon the Allottee(s) only.
  - The responsibility of getting the loan sanctioned and disbursed, as per the Payment Plan shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Developer as per Payment Plan shall be ensured by the Allottee(s), failing which the Allottee(s) shall be governed by the provisions contained in clause 14 herein-above.
31. The Allottee(s) agrees that the development of the Project is subject to force majeure clause, which includes Acts of God, war, storm, cyclone, typhoon, tempest, hurricane, tornado, flood, inundation, drought, fire, earthquake or any other calamity caused by nature.
32. Proportionate common electric charges and water charges from the date of offer of possession of Unit shall be borne and paid by the Allottee(s).
33. Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoters, which it shall be free to deal with, in accordance with applicable laws.
34. In case of cancellation of allotment by the Allottee(s) or cancellation by the Promoters in accordance with the terms and conditions of the Application Form, Allotment letter, the Allottee(s) shall not have any right or interest in respect of such Unit and the Promoters shall be entitled to allot such Unit to any other allottee.
35. Nothing contained in these presents shall be construed to confer upon the Allottee(s) any right, title or interest of any kind whatsoever in, to or over the unit or common areas and facilities. The conferment of Unit shall take place only upon the execution of sale deed in favour of the Allottee(s).

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36. The Allottee(s) hereby undertakes that he shall abide by all laws, rules, regulations, notifications, Act, etc. as may be applicable on the Project.
37. The terms and conditions to be mentioned in the Agreement to Sell, Sale Deed shall be in addition to the terms and conditions mentioned herein. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Agreement to Sell, Sale Deed, the terms and conditions specified later in the Agreement to Sell, Sale Deed, shall supersede the terms and conditions as set out herein.
38. The terms and condition mentioned herein are limited and detailed terms and conditions shall be specified in Agreement to Sell and/or Conveyance Deed to be executed between the Allottee(s) and the Promoters and the same shall be binding on the Allottee(s).
39. The Allottee(s) confirms that he has understood each and every clause of this Allotment Letter and its legal implication thereon and has clearly understood his obligations and liabilities and the Seller's obligations and limitations set forth in this Allotment Letter. The Allottee(s) shall keep the Promoters and its agents and representatives indemnified and harmless against any loss or damages that the Promoters may suffer as a result of non-observance or non-performance of the covenants and conditions of this Allotment Letter.
40. This Allotment Letter shall be construed in accordance with Act, Rules and regulations made thereunder including other applicable Laws of India for the time being in force.

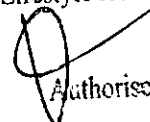
**Warm regards,  
For Mantra Lifestyle Homes Pvt. Ltd.**

**(Authorized Signatory)**

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

For Mantra Lifestyle Homes Pvt. Ltd.

Allottee(s)  
Page 12 of 6

  
Authorized Signatory

## Draft Allotment Letter

### Acceptance of Allotment

I/We hereby accept the allotment of Unit bearing no. \_\_\_\_\_ on \_\_\_\_\_ Floor, tentatively admeasuring super built up area of \_\_\_\_\_ sq. ft., admeasuring \_\_\_\_\_ sq. ft., (Carpet Area) and exclusive balcony area of \_\_\_\_\_ sq. ft in Project named as **Unique Enclave Phase-I ("Project")** which is being developed by mantra Lifestyle Homes Pvt. Ltd., situated at Gram Kher, Tehsil Pachpadra, Zila Barmer subject to the terms & conditions of the Application/Registration Form no. \_\_\_\_\_ dated \_\_\_\_\_ and this Allotment Letter.

Thanks and regards,

\_\_\_\_\_  
(Customer Name and Signature)

Date:

Place:

### Schedule I Description of Project land

| Name of Revenue village and Tehsil       | Khasra No.                                                                         | Area (in meters) |
|------------------------------------------|------------------------------------------------------------------------------------|------------------|
| Gram Kher, Tehsil Pachpadra, Zila Barmer | 924/305, 1314/305, 1315/305, 1206/305, 971/305, 974/305, 986/305, 980/305, 925/305 | 84 Bighas        |

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

For Mantra Lifestyle Homes Pvt. Ltd.

Allottee(s)  
Page 13 of 6

\_\_\_\_\_  
Authorised Signatory

## Draft Allotment Letter

|  |            |  |
|--|------------|--|
|  |            |  |
|  |            |  |
|  | Total Area |  |

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

In South :

In East:

In West ;

And measuring  
North to South -  
East to West -

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

| Longitude | Latitude |
|-----------|----------|
|           |          |
|           |          |
|           |          |
|           |          |
|           |          |
|           |          |
|           |          |
|           |          |
|           |          |
|           |          |

4. Other details of the location of the Project

5. Location Map

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

For Mantra Lifestyle Homes Pvt. Ltd.

Allottee(s)  
Page 14 of 6

Authorised Signatory

**Draft Allotment Letter**

**Annexure-I**  
**(Payment Details)**

Payment Schedule:-

| INSTALLMENT PAYMENT PLAN |                                         |          |
|--------------------------|-----------------------------------------|----------|
| S. No.                   | Time of Payment                         | Amount % |
| 1.                       | At the time of Booking                  | 25%      |
| 2.                       | After 3 months from the date of Booking | 25%      |
| 3.                       | After 6 months from the date of Booking | 25%      |
| 4.                       | After 9 months from the date of Booking | 25%      |
|                          | TOTAL                                   | 100      |

**ENDORSEMENT**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TRANSFEROR**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TRANSFeree**

The above transfer is hereby confirmed.

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

Allottee(s)  
Page 15 of 6

For Mantra Lifestyle Homes Pvt. Ltd

\_\_\_\_\_  
Authorised Signatory

**Draft Allotment Letter**

\_\_\_\_\_  
For Mantra Lifestyle Homes Pvt. Ltd.  
Authorised Signatory

**ENDORSEMENT**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TRANSFEROR**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TRANSFeree**

The above transfer is hereby confirmed.

\_\_\_\_\_  
For Mantra Lifestyle Homes Pvt. Ltd.  
Authorised Signatory

terms and conditions (Page 1 to 15) of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same  
For Mantra Lifestyle Homes Pvt. Ltd.

\_\_\_\_\_  
Authorised Signatory

**DRAFT AGREEMENT FOR SALE**

**Form-G**

**AGREEMENT FOR SALE**

Please affix photograph  
(Land owner No. 1)

Please affix photograph  
(Land owner No. 2)

Please affix photograph  
(Land owner No. 3)

Please affix photograph  
(Land owner No. 4)

Please affix photograph  
(Developer)

Please affix photograph  
(Allottee)

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

**BY AND BETWEEN**

1. **Sh. Ghevarram** (Aadhar No. [REDACTED]) **S/o Sh. Saka Ram**, aged about 42 years, R/o Tehsil Ke Pas Bhil Basti, Pachpadra, Pachpadra City, Barmer, Rajasthan-344032 (PAN No. ANEPC4456B) [hereinafter referred to as "**Land Owner No. 1**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrator(s), executor(s) & permitted assignee(s)];

For Mantra Lifestyle Homes Pvt. Ltd.

**DRAFT AGREEMENT FOR SALE**

2. **Sh. Chhagan Lal Jogsan** (Aadhar No. [REDACTED]) S/o **Sh. Mana Ram**, aged about 42 years, R/o Heera Panna Gali, Khed Road, Balotra, Barmer, Rajasthan-344022 (PAN No.ADAPL5460G) [hereinafter referred to as "**Land Owner No. 2**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrator(s), executor(s)& permitted assignee(s)];
3. **Sh. Prahalad Ram Chaudhary** (Aadhar No. [REDACTED]) S/o **Sh. Bhera Ram Chaudhary**, aged about 44 years, R/o Ward No.34, Veer Tejaji Colony, Pachpadra Road, Balotra (Rural), Barmer, Rajasthan-344022 (PAN No.ADDPC5122H) [hereinafter referred to as "**Land Owner No. 3**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrator(s), executor(s)& permitted assignee(s)]
4. **Sh. Jasaram** (Aadhar No. [REDACTED]) S/o **Sh. Navalram**, aged about [REDACTED] years, R/o Somesara (PAN No. [REDACTED]) [hereinafter referred to as "**Land Owner No. 4**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrator(s), executor(s)& permitted assignee(s)];

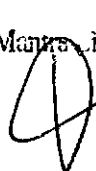
The Land Owner No.1 to Land Owner No.4 shall hereinafter collectively be referred to as "**Land Owners**" or "**Promoter No. 1**".

**Mantra Lifestyle Homes Pvt. Ltd.** (CIN: U70101RJ2011PTC037342), a company incorporated under the laws of India, having its corporate office at 4<sup>th</sup> Floor, Unique Destination, Laxmi Mandir Crossing, Tonk Road, Jaipur (PAN No. AAHCM6139N) acting through its authorized representative Mr. [REDACTED] (Aadhar No. [REDACTED]) S/o [REDACTED] R/o [REDACTED] duly authorized vide its Board Resolution by its directors dated [REDACTED] [hereinafter referred to as "**Developer**" or "**Promoter No. 2**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean asnd include its successor(s) and permitted assign(s)].

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

For Mantra Lifestyle Homes Pvt. Ltd.

AND

  
Authorised Signatory

## DRAFT AGREEMENT FOR SALE

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

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

### INTERPRETATIONS/DEFINITIONS

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

- a) "**ACT**" means Real Estate (Regulation & Development) Act, 2016.
- b) "**APPLICABLE LAWS**" shall mean all acts, rules and regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including bye-laws, notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any statutory authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Project.
- c) "**AUTHORITY**" shall mean the Real Estate Regulatory Authority.
- d) "**APPROVED PLANS**" shall mean the plans/layout of Project (as defined herein-below), which has been duly approved by the Ajmer Development Authority including changes therein which may subsequently be made by the Promoter No. 2 in accordance with Applicable Laws.
- e) "**CONVEYANCE DEED**" (i) in respect of the Plot shall mean written instrument executed between the Promoter No. 2 and the Allottee(s) through which the ownership of the Plot is transferred in favour of Allottee(s) by the Promoter No. 2 subject to and in accordance with the terms of this Agreement.
- f) "**EARNEST AMOUNT**" shall mean 15% of Basic Sale Consideration of Unit. <sup>2.16</sup>

**DRAFT AGREEMENT FOR SALE**

- g) **"INTEREST RATE"** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- h) **"PROJECT LAND"** shall mean all piece and parcel of the land admeasuring 84 Bighas, or thereabouts, and situated at Gram Kher, Tehsil Pachpadra, Zila Barmer and more particularly shown in Part II of **Schedule A**.
- i) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- j) **"PROJECT"** shall mean the plotted development project comprising of \_\_\_\_\_ plots, all developments as required as per conditions of approval of layout plan, upon the Project Land and named as **"UNIQUE ENCLAVE PHASE-I"**.
- k) **"SCHEDULED LAND"** shall mean all that piece and parcel of land admeasuring 84 Bighas, corresponding to khasra nos. 924/305, 1314/305, 1315/305, 1206/305, 971/305, 974/305, 986/305, 980/305, 925/305 situated at Gram Kher, Tehsil Pachpadra, Zila Barmer.

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

**WHEREAS THE PROMOTERS DECLARES THAT:**

- A. The Promoter No. 1 became the absolute owner in respect of land aggregating to around 84 bighas situated at Gram Kher, Tehsil Pachpadra, Zila Barmer, the details of which are provided hereinbelow (more particularly described in **Schedule-C** attached hereto and hereinafter referred to as **"Project Land"** or **"Land"**)

| Sr. No. | Land Owners     | Khasra No. | Area     | Part    |
|---------|-----------------|------------|----------|---------|
| 1       | Sh. Ghevarchand | 924/305    | 8 bigha  | 160/400 |
|         |                 | 1314/305   | 5 bigha  | Full    |
|         |                 | 1315/305   | 14 bigha | Full    |
| 2       | Sh. Chaganlal   | 1206/305   | 14 bigha | Full    |
|         |                 | 971/305    | 8 bigha  | Full    |
|         |                 | 974/305    | 8 bigha  | Full    |
|         |                 | 986/305    | 8 bigha  | Full    |
|         |                 | 980/305    | 8 bigha  | Full    |
| 3       | Sh. Prahladram  | 925/305    | 11 bigha | 200/220 |
| 4       | Sh. Jasaram     | 925/305    | 11 bigha | 20/220  |

**DRAFT AGREEMENT FOR SALE**

|  |              |  |           |  |
|--|--------------|--|-----------|--|
|  | <b>TOTAL</b> |  | 84 bighas |  |
|--|--------------|--|-----------|--|

- B. Accordingly, the Promoter No. 1 became the absolute owner and are in the lawful possession of the Project Land and has legal title to the Project Land with legally valid documents.
- C. The Promoter No. 1 being desirous of undertaking plotted development upon the Scheduled Land entered into a Development Agreement with the Promoter No. 2, which was duly registered with the office of Sub-Registrar Jasol, Barmer on 25.03.2014 at Book No. 1, Volume No. 109, Serial No. 2014001065 on Page No. 40 and at additional Book No. 1, Volume No. 401 at Page No.321 to 340, whereby, the Promoter No. 1 authorises the Promoter No. 2 to develop a plotting scheme over the Project Land after obtaining all the permissions, approvals, NOC's, etc. as may be required under the Applicable Laws which is the joint responsibility of the Promoters.
- D. As per the terms of the Development Agreement, the Promoter No. 1 executed a Power of attorney in favour of the Promoter No. 2 which was duly registered with the office of sub-registrar, Jasol, Barmer on 25.3.2014 at Book No. 4, Volume No 1 on Page no. 118, Serial No. 2014000003 and at additional Book No. 4, Volume No. 2 at Page No. 111 to 119 thereby authorising the Promoter No. 2 to execute Agreements for Sale/Apartment Buyer's Agreements, sale / conveyance deeds etc. and such other documents like declarations, affidavits, possession certificates etc. in respect of the sale /transfer of plots in the Project in favour of the prospective allottees.
- E. The Promoter No. 2 is in the process of developing facilities as required under said order on the Project Land in accordance with Applicable laws. The location details of the Project is fully described layout of the Project enclosed hereto as **Annexure-I**.
- F. The Project has been registered with the Real Estate Regulatory Authority ("Authority") on dated \_\_\_\_\_ and the project's registration certificate no. is \_\_\_\_\_. This registration is valid for a period of \_\_\_\_\_ years commencing from \_\_\_\_\_, unless renewed by the Authority. The details of the Promoters and the Project are also available on the website ([www.\\_\\_\\_\\_\\_](http://www._____)) of the Authority.
- G. The following approvals and sanctions have been obtained in respect of the Project:
- Proposed Site Plan to develop the project approved by Authorised Officer of Municipality dated 28/6/2013

For Mantra Lifestyle Homes Pvt. Ltd.

**DRAFT AGREEMENT FOR SALE**

- H. The Promoter No. 2 agree and undertakes that they shall not make any changes to Approved Plans of the Project except in strict compliance with Section 14 of the Act and other Applicable Laws.
- I. The Promoter No. 2 has conceived a detailed plan of development works to be executed in Project. Details of the plan of development works to be undertaken in the Project have been specifically provided under **Schedule- C**.
- J. The details of external development works to be taken for the Project have been specifically provided in **Schedule- D** attached hereto.
- K. The Promoter No. 2 has opened a separate account in the name Mantra Lifestyle Homes Pvt. Ltd. - Unique Enclave - RERA A/c bearing A/c No. 3629770918 with Central Bank of India Ltd. at its branch located at Tonk Road, Jaipur, Rajasthan for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- L. The Promoter No. 2 is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Promoter No. 2 regarding the Project Land on which the Project is being developed have been completed.
- M. The Allottee(s) has seen and has satisfied him/her/them self regarding the condition and current status of the Project prior to the execution of this Agreement. The Allottee(s) has also undertaken inspection of the said plans of the Project and all the documents referred to in this Agreement and the Allottee(s) stands fully satisfied with the layout of the sanctioned plans of the Project.
- N. The Allottee(s), being aware of the Project and details given above as well as in the advertisement about the Project, has applied for allotment and purchase of a Plot in the Project *vide* booking/application form no. \_\_\_\_\_ dated \_\_\_\_\_ ("**Booking Form**"). The Allottee(s) has also deposited a sum of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ only) (hereinafter referred to as "**Booking Amount**") as an advance payment / booking amount which is including application fee and which is not more than 10% of Basic Sale Consideration of Plot (as defined below) and agrees to make timely and complete payments of the balance of Basic Sale Consideration of Plot as well as other dues under this Agreement as per terms and conditions of this Agreement.
- O. The Promoter No. 2 has allotted following Plot in the Project to the Allottee(s):
- (i) Plot No. \_\_\_\_\_;

For Mantra Lifestyle Homes Pvt. Ltd.

**DRAFT AGREEMENT FOR SALE**

(ii) Area of Plot \_\_\_\_\_ sq. ft. equivalent to \_\_\_\_\_ sq. yards;

(the layout plan of the said Plot is annexed herewith as **Annexure- II** and more particularly described in the **Schedule-B** attached herewith and hereinafter referred to as the "Plot").

P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter No. 2 hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit.

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

**1. TERMS:**

- 1.1 Subject to the terms & conditions as detailed in this Agreement, Promoter No. 2 hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Plot.
- 1.2 The basic sale consideration of the Plot is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (hereinafter referred to as "**Basic Sale Consideration of Plot**"). Any indirect taxes, including GST, if applicable on Basic Sale Consideration of Plot, shall be payable by the Allottee(s) in addition to Basic Sale Consideration of Plot.
- 1.3 The Basic Sale Consideration of Plot above includes the booking amount paid by the Allottee(s) to Promoter No. 2 towards the Plot. All other charges, which are specifically mentioned in this Agreement and does not form part of the Basic Sale Consideration of Plot, shall be paid by the Allottee(s) in addition to Basic Sale Consideration of Plot as per this Agreement.
- 1.4 The Basic Sale Consideration of Plot above does not include stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub- lease deed, etc. in respect of the Plot, which shall be exclusively borne and paid by the Allottee(s). Further, in addition to the Basic Sale Consideration of Plot, the Allottee(s) shall also be liable to pay proportionate charges for insurance of Project Land as and when demanded by the Promoter No. 2.
- 1.5 The Promoter No. 2 shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule E ("Payment Plan")** and the Allottee(s) shall make payment demanded by the Promoter No. 2 within the time

For Mantra Lifestyle Homes Pvt. Ltd.

**DRAFT AGREEMENT FOR SALE**

and in the manner specified therein. In addition, the Promoter No. 2 shall provide to the Allottee(s) the details of changes/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- 1.6 The Basic Sale Consideration of Plot 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 No. 2 undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, Promoter No. 2 shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s).

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

- 1.7 As mentioned above, Promoter No. 2 has already received booking amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) out of the Basic Sale Consideration of Plot and the Allottee(s) agrees and undertakes to pay the balance amount as described and set out in **Schedule- F** of the Basic Sale Consideration of Plot strictly in accordance with the Payment Plan.

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

- 1.8 The Promoter No. 2 shall not make any new additions and alterations in the Approved Plans of Project without the previous written consent of the 2/3<sup>rd</sup> of allottee(s) of the Project. The Promoter No. 2 may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act. However, the Promoter No. 2 shall be entitled to make any changes in the layout/building plans

For Manta Lifestyle Homes Pvt. Ltd

 Authorised Signatory

**DRAFT AGREEMENT FOR SALE**

of remaining Scheduled Land at their sole discretion and the Allottee(s) understands and agrees that he shall not have any right to object to the same.

Provided that, the Promoter No. 2 may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

- 1.9 Subject to clause 9, Promoter No. 2 agrees and acknowledges that after registration of Conveyance Deed of the Plot, the Allottee(s) shall have exclusive ownership of the Plot. The computation of the price of the Plot includes recovery of price of land of Plot, internal development charges, external development charges, and all other facilities to be provided within the Project.
- 1.10 The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project with prior appointment.
- 1.11 The Allottee(s) agrees and understands that except as expressly provided in Para O hereinabove; the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter No. 2, which they shall be free to deal with, in accordance with Applicable Laws.
- 1.12 The Allottee(s) hereby agrees and acknowledges that notwithstanding anything mentioned in this Agreement, the Promoter No. 2 shall not be under any obligation to provide any development and/or services and/or facilities, except as specifically mentioned in this Agreement.
- 1.13 The Promoter No. 2 agrees to pay all outgoings/ dues before transferring the physical possession of the Plot to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues. If Promoter No. 2 fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) before transferring the Plot to the Allottee(s), Promoter No. 2 agrees to be liable, even after the transfer of the Plot, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.14 The Allottee(s) may obtain finance from any financial institution/Bank or any other source but the Allottee(s) obligation to purchase Plot or payoff any dues/installments pursuant to this Agreement shall not be contingent on the

For Mantra Lifestyle Homes Pvt. Ltd

## DRAFT AGREEMENT FOR SALE

Allottee(s) ability or competency to obtain such finance and the Allottee(s) shall remain bound under this Agreement whether or not he/she/it has been able to obtain finance of the purchase of the Plot.

- 1.15 That the Project shall always be known as "UNIQUE ENCLAVE PHASE-I" and the name of the Project shall not be changed except with prior written consent of the Promoter No. 2.

### 2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter No. 2 abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter No. 2, within the stipulated time as mentioned in the Payment Plan through cheque / demand draft /banker's cheque or online payment (as applicable), in favour of "Mantra Lifestyle Homes Pvt. Ltd. - Unique Enclave - Collection A/c bearing A/c No. 3629770577 with Central Bank of India Ltd. at its branch located at Tonk Road, Jaipur, Rajasthan -payable at \_\_\_\_\_. The receipt would be valid only after realization of the said cheque/demand draft/pay order and effect of credit in account of the Promoter No. 2. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

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

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter No. 2 with such permission, approval which would enable the Promoter No. 2 to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

For Mantra Lifestyle Homes Pvt. Ltd.

**DRAFT AGREEMENT FOR SALE**

3.2 The Promoter No. 2 accepts no responsibility in regard to matters specified in **clause 3.1** above. The Allottee(s) shall keep the Promoter No. 2 fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter No. 2 immediately and comply with necessary formalities if any, under the applicable laws. The Promoter No. 2 shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Promoter No. 2 shall be issuing the payment receipts in favor of the Allottee(s) only.

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

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

**5. TIME IS ESSENCE:**

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

Allottee(s) shall make the timely payment of all installments as per the Payment Plan. Timely payment of Basic Sale Consideration of Plot and other payment/charges by the Allottee(s) as per this Agreement shall be the essence of this Agreement.

**6. DEVELOPMENT OF THE SAID PROJECT**

The Allottee(s) has seen, understood and accepted the Approved Plans, Payment Plan, as annexed along with this Agreement. The Promoter No. 2 shall develop the Project as per the Approved Plans. Subject to the terms in this Agreement, the Promoter No. 2 undertakes to strictly abide by the Approved Plans, other than in the manner provided under the Act and the procedure agreed under clause 1.10 hereinabove.

**7. CONVEYANCE AND POSSESSION OF SAID PLOT:**

For Mantra Lifestyle Homes Pvt. Ltd.  
  
Authorised Signatory

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7.1 Promoter No. 2 agrees and understands that timely delivery of possession of the Plot to the Allottee(s) is the essence of the Agreement. Similarly, the Allottee(s) understands that the timely payment of Basic Sale Consideration of the Plot and other amounts in accordance with this Agreement is the essence of this Agreement. Therefore, subject to timely payment of Basic Sale Consideration of Plot and other amounts by the Allottee(s) as per this Agreement, the Promoter No. 2 assures to handover possession of the Plot on or before \_\_\_\_\_, unless there is delay or failure due to Force Majeure. If, however, the completion of Project is delayed due to the force majeure then the Allottee(s) agrees that the Promoter No. 2 shall be entitled to the extension of time for delivery of possession of the Plot and Promoter No. 2 shall not be liable to pay any penalty/interest/compensation during such force majeure, provided that such force majeure are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for Promoter No. 2 to implement the Project due to force majeure, which shall be assessed by Promoter No. 2, the Promoter No. 2 shall, inform the Allottee(s) about such impossibility along with notice of termination of the allotment and upon termination of this Agreement, the Promoter No. 2 shall refund to the Allottee(s) the entire amount received by the Promoter No. 2 from the Allottee(s) with interest (computed at the Interest Rate) within 180 days from the date on which termination became effective. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter No. 2 and the Promoter No. 2 shall be released and discharged from all their obligations and liabilities under this Agreement.

**7.2 Procedure for execution of Conveyance Deed of the Plot and taking possession-**

The Promoter No. 2 shall *vide* written intimation ("Offer Letter") offer in writing the possession of the Plot, to the Allottee(s) in terms of this Agreement. Within 30 days from the Offer Letter given to the Allottee(s) by the Promoter No. 2, the Allottee(s) shall make payment of all outstanding dues and stamp duty, registration charges and other incidental charges to be paid by the Allottee(s) to the Promoter No. 2 as per this Agreement and to execute and register Conveyance Deed of the Plot. The Promoter No. 2 shall, subject to receipt of Basic Sale Consideration of Plot in respect of the Plot 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 Plot and also handover possession of the Plot. The Promoter No. 2 agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter No. 2 which the Promoter No. 2 are liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the control of Promoter No. 2 and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s) shall be

## DRAFT AGREEMENT FOR SALE

solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority.

**7.3 Handing Over of Common Areas and Documents:** It shall be the responsibility of Promoter No. 2 to handover the necessary documents and plans to the Allottee(s) in accordance with the Act.

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

Provided that in case the Allottee(s) cancels/withdraws from the Project without any fault/default of the Promoter No. 2, the Promoter No. 2 shall be entitled to forfeit the Earnest Amount, any taxes, duties, cess, etc. deposited by the Promoter No. 2 to the concerned department/authority in respect of the Plot and all other penalties and interest liabilities of any nature whatsoever in respect of the Plot, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by Promoter No. 2 to the Allottee(s) without any interest after the sale of Plot to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

**7.5 Compensation:** The Promoter No. 2 shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) due to defective title of the Project Land, on which the Project is being developed, in the manner as provided under the Act and the claim for the interest and compensation under this clause shall not be barred by limitation provided under any law for the time being in force.

**7.6** The Allottee(s) shall be liable to pay from the date of offer of possession, urban development tax, property-tax, or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Plot of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the area of the Plot. If Promoter No. 2 has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to Promoter No. 2 within 15 days from the date of notice in this regard from Promoter No. 2, failing which, Promoter No. 2 shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which Promoter No. 2 paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter No. 2.

## 8. ELECTICITY CONNECTION

For Mantra Lifestyle Homes Pvt. Ltd  
  
Authorised Signatory

**DRAFT AGREEMENT FOR SALE**

The Allottee(s) shall be required to apply for an individual electrical connection from the concerned authority.

**9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:**

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

- (i) The Promoter No. 1 have absolute, clear and marketable title with respect to the Scheduled Land/Project Land and the Promoter No. 2 has requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Project.
- (ii) The Promoter No. 2 has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (iii) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, Promoters has been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Project and Plot.
- (iv) The Promoters 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.
- (v) The Promoter No. 1 has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Project Land, including the Project and the Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement, except other than as mentioned in this Agreement.
- (vi) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the Plot to the Allottee(s) in the manner contemplated in this Agreement.
- (vii) At the time of execution of the Conveyance Deed of the Plot, Promoter No. 2 shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee(s).
- (viii) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Project Land.

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- (ix) The Promoters has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project Land to the competent authorities till possession of the Plot.
- (x) Promoter No. 2 shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement and/or in the Plot, in any way and Promoter No. 2 shall issue the payment receipts in favour of the Allottee(s) only and in case of cancellation by any such Allottee(s) refund as per the terms of the Agreement shall be made only to the Allottee(s).

**10. EVENTS OF DEFAULTS AND CONSEQUENCES:**

- 10.1 Subject to the Force Majeure clause, the Promoter No. 2 shall be considered under a condition of default, in the following events, namely:-
- (i) Promoter No. 2 fails to provide possession of the Plot to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in clause 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Project with the Authority.
  - (ii) Discontinuance of the Promoter No. 2 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.
- 10.2 In case of default by the Promoter No. 2 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 Promoter No. 2 as demanded by the Promoter No. 2. If the Allottee(s) stops making payments, Promoter No. 2 shall correct the situation by completing the development and only thereafter the Allottee(s) shall be required to make the next payment without any interest; or
  - (ii) The Allottee(s) shall have the option of terminating the Agreement in which case Promoter No. 2 shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Plot, along with interest calculated at Interest Rate within 180 days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by Promoter No. 2, interest calculated at Interest Rate for the period of delay till the handing over of the possession of the Plot, which shall be paid by Promoter No. 2 to the Allottee(s) within 180 days of it becoming due.

For Mantra Lifestyle Homes Pvt. Ltd

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

- (i) failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
- (ii) delay/default by Allottee(s) under Clause 10.3 (i) above continues for a period beyond \_\_\_\_ months after notice from the Promoter No. 2 in this regard;
- (iii) after the issuance of Offer Letter as per Clause 7.2, failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (iv) after the issuance of Offer Letter as per Clause 7.2, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter No. 2 under this Agreement, in execution and registration of Conveyance Deed of the Plot and/or taking possession of Plot within the period mentioned in Offer Letter;
- (v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) violation of any of the Applicable Laws on the part of the Allottee(s).

10.4 The Promoter No. 2's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 10.3 above shall be as follows:

- (i) Upon occurrence of event of default mentioned in Clause 10.3(i) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter No. 2 and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter No. 2;
- (ii) Upon occurrence of event of default mentioned in Clause 10.3(ii) the Promoter No. 2 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 10.3(iii), (iv), (v) and (vi), the Promoter No. 2 shall have the option to terminate this Agreement as mentioned in Clause 10.4; (ii) Further in case of event of default under Clause 10.3(iii), till the time Promoter No. 2 exercises the option to terminate this Agreement it shall be entitled to (a) recover interest as per Clause 10.4 (i); and (b) taxes mentioned in Clause 7.6; and (c) withhold registration of the Conveyance Deed of the Plot in favour of the Allottee(s) and to refuse

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possession of Plot to the Allottee(s) till payment of amounts mentioned Clause 10.3(iii) and Allottee(s) hereby authorizes the Promoter No. 2 for the same.

(iv) The rights and remedies of Promoter No. 2 under this Clause shall be in addition to other rights and remedies available to the Promoter No. 2 under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter No. 2 of its right of charging such interest or of the other rights mentioned in this Agreement.

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

- (i) The Earnest Amount;
- (ii) any taxes, duties, cess, etc. deposited by the Promoter No. 2 to the concerned department/authority in respect of the Plot;
- (iii) The interest and amounts paid/payable by the Allottee(s) to the Promoter No. 2 as per Clause 10.4(i) and/or 10.4 (iii), if applicable;

10.6 Without prejudice to the rights of Promoter No. 2 under this Agreement, the Promoter No. 2 shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

## 11. 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 No. 2 may have, the Promoter No. 2 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 No. 2 may have under law or in equity or pursuant hereto.

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**12. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:**

- (i) That the Allottee(s) hereby declares that he/she has gone through all the documents related to the ownership and possession of Promoter No. 1 title to the Scheduled Land/Project Land and has expressly understood the contents, terms and conditions of the same and after being fully satisfied has entered into this Agreement.
- (ii) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of Plot/Said Project shall be applicable to and enforceable against any and all occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorser / family members of the Allottee(s), as the said obligations go along the Plot for all intents and purposes.

**13. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

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

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

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

**15. BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Promoter No. 2 does not create a binding obligation on the part of the Promoter No. 2 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 30 days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter No. 2. If the Allottee(s) fails to execute and deliver to the Promoter No. 2 this Agreement within 30 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 No. 2, then the Promoter No. 2 shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application/allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith

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including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever, after deducting charges for preparation of this Agreement, postal cost, advocate fees, etc.

**16. ENTIRE AGREEMENT:**

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

**17. RIGHT TO AMEND:**

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

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

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

**19. BROKERAGE:**

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

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

- 20.1 Promoter No. 2 may, at least on its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the payment plan including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter No. 2 in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter No. 2 to exercise such discretion in the case of other allottees.
- 20.2 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

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right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

**21. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**22. 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.

**23. NOTICES:**

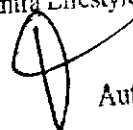
All the notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by registered post A.D. or speed post A.D. to the party at their respective addresses as specified below:

| Promoter No. 2                                                                                                                                         | Allottee(s) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Mantra Lifestyle Homes Pvt. Ltd.</b><br>Corporate office: 4 <sup>th</sup> Floor, Unique<br>Destination, Laxmi Mandir Crossing,<br>Tonk Road, Jaipur |             |

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

**24. JOINT ALLOTTEE:**

For Mantra Lifestyle Homes Pvt. Ltd.



Authorised Signatory

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That in case there are Joint Allottees, all communications shall be sent by the Promoter No. 2 to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

**25. SAVINGS:**

Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the Plot prior to execution and registration of this Agreement for Plot shall not be construed to limit the right and interests of the Allottee(s) or the Promoter No. 2 under this Agreement, under the Act, rules or regulations made thereunder.

**26. GOVERNING LAW:**

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

**27. DISPUTES:**

- a) All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.
- b) In case of non-compliance of any obligation cast upon the Promoter No. 2 or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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

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

|                                               |                                                |                                               |
|-----------------------------------------------|------------------------------------------------|-----------------------------------------------|
| Passport size photograph<br>(First- Allottee) | Passport size photograph<br>(Second- Allottee) | Passport size photograph<br>(Third- Allottee) |
| Signature                                     | Signature                                      | Signature                                     |

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|                            |                             |                            |
|----------------------------|-----------------------------|----------------------------|
| (Name)<br>(First-Allottee) | (Name)<br>(Second-Allottee) | (Name)<br>(Third-Allottee) |
|----------------------------|-----------------------------|----------------------------|

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

|                                                             |
|-------------------------------------------------------------|
| <u>Land Owner</u>                                           |
| Name                                                        |
| Signature                                                   |
| Designation                                                 |
| For and on behalf of Mantra Lifestyle Homes Private Limited |
| Name                                                        |
| Signature                                                   |
| Designation                                                 |

|                  |
|------------------|
| <u>WITNESSES</u> |
| 1- Signature     |
| Name             |
| Address          |
| 2- Signature     |
| Name             |
| Address          |

**SCHEDULE-A****Part-I****Description of Scheduled Land**

| Name of Revenue village and Tehsil          | Khasra No.                                                                               | Area (in meters) |
|---------------------------------------------|------------------------------------------------------------------------------------------|------------------|
| Gram Kher, Tehsil Pachpadra,<br>Zila Barmer | 924/305, 1314/305, 1315/305,<br>1206/305, 971/305, 974/305,<br>986/305, 980/305, 925/305 | 84 Bighas        |
|                                             |                                                                                          |                  |
|                                             | Total Area                                                                               |                  |

For Mantra Lifestyle Homes Pvt. Ltd

Authorised Signatory

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

In North:

In South:

In East:

In West:

And measuring (Average Width and Average Depth)

North to South:

East to West :

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

| Longitude | Latitude |
|-----------|----------|
|           |          |

In North:

In South:

In East:

In West:

4. Other details of the location of the Project:

5. Location Map:

**Part II of SCHEDULE-A**

**Description of Project Land**

A township project namely "Unique Enclave" consisting of Plots proposed to be developed as per approved Government Plans.

For Manna Lifestyle Homes Pvt. Ltd

**SCHEDULE B**  
**Description of Plot**

Authorised Signatory

(i) Plot No. \_\_\_\_\_;

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(ii) Area \_\_\_\_\_ sq. ft.

**SCHEDULE-C**

(Details of development works to be undertaken in respect of the Project)

- Black Top Road
- Water lines
- Underground water reservoir with pumps
- External electrification
- Street lights
- Entrance gate
- Parks/open spaces

**SCHEDULE- D**

(Details external development works for the Said Project)

- Black Top Road
- Water lines
- Underground water reservoir with pumps
- External electrification
- Street lights
- Entrance gate
- Parks/open spaces

**SCHEDULE- E**

(Payment Details)

| INSTALLMENT PAYMENT PLAN |                 |          |
|--------------------------|-----------------|----------|
| S. No.                   | Time of Payment | Amount % |

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|    |                                         |            |
|----|-----------------------------------------|------------|
| 1. | At the time of Booking                  | 25%        |
| 2. | After 3 months from the date of Booking | 25%        |
| 3. | After 6 months from the date of Booking | 25%        |
| 4. | After 9 months from the date of Booking | 25%        |
|    | <b>TOTAL</b>                            | <b>100</b> |

**Annexure-I**

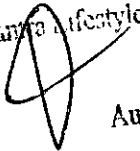
Site Layout Plan of the Project

**Annexure-II**

Layout Plan of Plot

**Annexure- III**

**Copy of Conversion Order**

For Mantra Lifestyle Homes Pvt. Ltd  
  
Authorised Signatory



सत्यमेव जयते

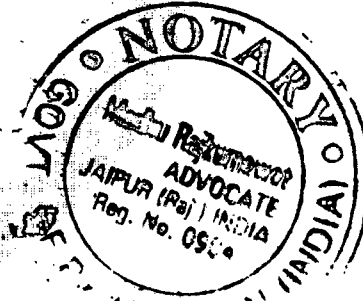
# INDIA NON JUDICIAL Government of Rajasthan

## e-Stamp

**Certificate No.** : IN-RJ14391262521134P  
**Certificate Issued Date** : 26-Aug-2017 06:59 PM  
**Account Reference** : NONACC (SV)/ rj3078304/ JAIPUR/ RJ-JP  
**Unique Doc. Reference** : SUBIN-RJRJ307830422153547403868P  
**Purchased by** : MANTRA LIFESTYLE HOMES PVT LTD  
**Description of Document** : Article 4 Affidavit  
**Property Description** : NA  
**Consideration Price (Rs.)** : 0  
 (Zero)  
**First Party** : MANTRA LIFESTYLE HOMES PVT L  
**Second Party** : NA  
**Stamp Duty Paid By** : MANTRA LIFESTYLE HOMES PVT LTD  
**Stamp Duty Payable** : 50  
 (Fifty only)  
**Surcharge for Infrastructure** : 10  
**Development** (Ten only)  
**Surcharge for Propagation and** : 10  
**Conservation of Cow** (Ten only)  
**Stamp Duty Amount(Rs.)** : 70  
 (Seventy only)

For Mantra Lifestyle Homes Pvt. Ltd.

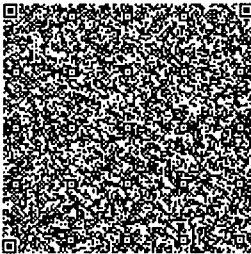
Authorized Signatory



**ATTESTED**

NOTARY PUBLIC  
 JAIPUR (INDIA)

27 AUG 2017



0003576911

**Statutory Alert:**

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

## AFFIDAVIT CUM DECLARATION

**AFFIDAVIT CUM DECLARATION of Mr. Vibhishek Pal Singh, duly authorized by the Promoter of the proposed project vide its authorization dated 14<sup>th</sup> July 2017.**

I, Vibhishek Pal Singh (Aadhar No. [REDACTED] Son of Ajay Pal Singh, aged 37 years, R/o B-68 Yash Path, Tilak Nagar, Jaipur Pin 302004, duly authorized by M/s Mantra Lifestyle Homes Pvt. Ltd, promoter of the proposed project, do hereby solemnly declare, undertake and state as under:-

1) That Agreement for Sale for the project Unique Enclave Phase I has been prepared on the basis of substance of the performa of Agreement for Sale provided under Rajasthan Real Estate (Regulation and Development) Rules, 2017 ("Rajasthan RERA Rules") by customizing the same as per the requirement of our project and the contractual terms offered by us to the customers, while observing the framework of Real Estate (Regulation and Development) Act, 2016 ("RERA") and Rajasthan RERA Rules.

2) We undertake that such additions/amendments are not contrary to the provisions of Real Estate (Regulation and Development) Act, 2016 ("RERA") and Rajasthan RERA Rules.

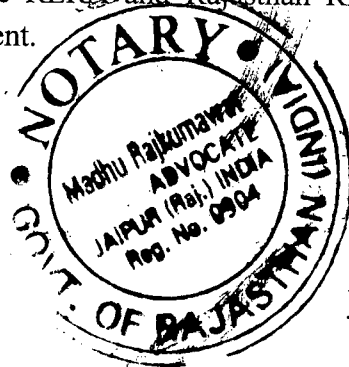
**ATTESTED**

*[Signature]*  
NOTARY PUBLIC  
JAIPUR (INDIA)

Authorized Signature

**27 AUG 2017**

- 3) That if any clause or portion of the Agreement for Sale is declared to be in violation of the RERA and Rajasthan RERA Rules, the same shall be deemed to be non-existent.



For Mantra Lifestyle Homes Pvt. Ltd

**ATTESTED**

Authorised Signatory  
Deponent

Verification

**NOTARY**

JAIPUR (RAJ.) INDIA

**27 AUG 2017**

I, Vibhishek Pal Singh, Son of Shri Ajay Pal Singh, aged 37 years, R/o B-68, Yash Path, Tilak Nagar, Jaipur Pin-302004, do hereby verify that the contents in para No. 1 to 3 of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at Jaipur on this 27<sup>th</sup> day of August, 2017

For Mantra Lifestyle Homes Pvt. Ltd

Authorised Signatory

Deponent

**ATTESTED**  
NOTARY PUBLIC  
JAIPUR (INDIA)

**27 AUG 2017**

