



राजस्थान स्टाम्प अधिनियम, 1998 के	
अन्तर्गत स्टाम्प राशि पर प्रभारित जाधेभार	
1. आधारभूत अवलोकन शुल्क (धारा 3-क) 10% रुपये	₹
2. गाय और उसकी बस्ती के संरक्षण और विकास (धारा 3-ख) 10% रुपये	₹
कुल राशि	₹ 15
हस्ताक्षर स्टाम्प वेण्डर	

AFFIDAVIT

I, Lakhan Lal Son of Vasudev aged 32 YEARS R/o ward no 13, Indra Market, Chaksu, Jaipur- 303901 Director of , Madhav Buildestate Private Limited (the promoter), of the proposed project / duly authorized do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project "Madhav Sangam", Tonk, Rajasthan under the provision of Rajasthan Real Estate (Regulation and Development) Rules, 2017.
2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as from G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft agreement for sale is not derogation of or inconsistent with the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.

4. That if any contradiction arises in the future the deponent will be responsible for it.

For Madhav Buildestate Pvt. Ltd.

Deponent Director

Verification

I, Lakhan Lal Son of Vasudev aged 32 YEARS R/o ward no 13, Indra Market, Chaksu, Jaipur- 303901 Director of , Madhav Buildestate Private Limited (the promoter) of the proposed project do hereby that the content in para No.01 to 04 of my above affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Tonk on this Day of 201

For Madhav Buildestate Pvt. Ltd.

Deponent



MADHAV BUILDESTATE PRIVATE LIMITED

Website : www.madhavcolonizers.com, E-mail: madhavbuild444@gmail.com

Date: _____

ALLOTMENT LETTER

Mr./Ms./Mrs. _____

Dated: _____

Co- Appl. _____ (if, any)

Sub: Letter of Allotment of Plot in "MADHAV SANGAM" situated at 415/2, 415/2, Gram Bhairuppura, Tehsil- Niwai, District- Tonk, Rajasthan- 304021:-

Dear Sir/Madam,

Hearty Congratulations!!!

We are delighted to inform you that you have been allotted a plot bearing no. _____ having tentative Plot area of _____ sq. ft., ("Unit") against your Registration/Application no. _____ dated _____ ("Application Form"), in our Project being developed upon project land situated at "MADHAV SANGAM", at 415/2, 415/2, Gram Bhairuppura, Tehsil- Niwai, District- Tonk, Rajasthan- 304021:- in accordance with terms and conditions of said Application Form and this Allotment Letter.

The allotment of the said Plot is subject to the terms and conditions of the Application Form, this Allotment Letter and the terms and conditions of the Agreement to Sell, proposed to be signed with you, including the timely payment of total payable amount and other payments as per the payment schedule mentioned in the Application Form.

The Said Project has been registered with the Real Estate Regulatory Authority on date _____ and the Said Project's Registration Certificate No. _____ is _____

_____. This Registration is valid for a period of _____ years commencing from _____, unless renewed by the Regulatory Authority. The details of the Promoter and the Said Project are also available on the website (www.rera.rajasthan.gov.in) of the Regulatory Authority.

For any query, please feel free to visit our 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.

Warm regards,

For MADHAV BUILDESTATE PRIVATE LIMITED

(Authorized Signatory)

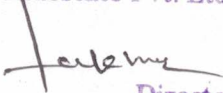
Acceptance of Allotment

I/We hereby accept the allotment of Plot bearing no. _____ having tentative Plot area of _____ sq. ft., in project named as _____ ("**Said Project**") which is being developed by **MADHAV BUILDESTATE PRIVATE LIMITED.**, upon project land as whole project named **MADHAV SANGAM ("**Whole Project**")** subject to the terms & conditions of the Application/Registration Form no. _____ dated _____.

Thanks and regards,

(Customer Name)

For Madhav Buildestate Pvt. Ltd.


Director

Agreement for Sale

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

Affix Color
photograph
of the
authorized
signatory
of
Promoter
with
signature
across the

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this
..... day of Two thousand and at

By and Between

MADHAV BUILDSTATE PRIVATE LIMITED Company, duly registered and existing under the provisions of the Companies Act, 2013 having its principle place of business at 6-A, Golcha Trade Center, Near Yadgar, Ajmeri Gate, M.I. Road, Jaipur-302001 (Raj.) and its PAN is AAJCM6208N represented by its authorized signatory Shri Lakhan Lal S/o Shri Vasudev (Aadhar No. 9593-1588-5869) duly authorized vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Promoter"), which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners of the ONE PART.

AND

[if the allottee is an individual]

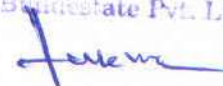
Mr./Mrs./Ms..... son/daughter/wife of Mr.
aged about years, R/o..... (Aadhar No.
.....) (PAN) (hereinafter singly/ jointly, as the case may be, referred
to as the "Allottee(s)", which expression shall, unless repugnant to the context or
meaning thereof be deemed to mean and include their legal successor(s),
administrators, executors successors & permitted assignees) of the OTHER PART.

OR

[if the allottee is a partnership firm]

M/s a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle

For Madhav Buildstate Pvt. Ltd.



Director

place of business at(PAN-.....) through the partner Mr./Ms.....(Aadhar No.....) duly authorized vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the OTHER PART.

OR

[if the allottee is a company]

M/s.....(CIN No.....) a Company incorporated under the provisions of the Companies Act, 1956 / 2013 having the registered office at and its PAN is..... through Mr.(Aadhar No.....), its authorized signatory who has been duly empowered vide Board Resolution dated (hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit hereinafter, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

or

[if the allottee is HUF]

Mr./Ms.(Aadhar No.....) son/daughter/wife of..... aged about..... years for self and as the Karta of the HUF, having its place of business/ residence at.....(PAN-.....) (hereinafter referred to as, "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the OTHER PART.

(Details of other allottees to be inserted, in case of more than one allottee)

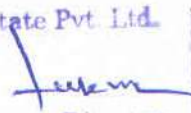
The Promoter and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

INTERPRETATIONS/ DEFINITIONS:

(1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
- (c) "Para" means a Para of this Agreement;
- (d) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;

For Madhav Buildestate Pvt Ltd.


Director

(e) "Regulation" means the Regulation made under the Act;

(f) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;

(g) "Schedule" means the Schedule attached to this Agreement; and

(h) "Section" means the section of the Act.

(2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT,-

A. the Promoter is in lawful possession of various plots at 415/1, 415/2, gram Bhairupura, Tehsil Newai, District- Tonk, Rajasthan- 304021 (hereinafter referred to as 'Land' and more fully described in the Schedule-1). The Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land.

B. the said land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising.....plots and [insert any other components of the Projects] and the said project shall be known as Madhav Sangam' ("Project")

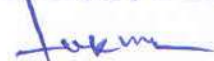
C. the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

D. The[Please insert the name of the concerned competent Promoter] has granted the commencement certificate to develop the Project vide its approval number dated..... ;

E. the Land is free from all encumbrances.

F. the Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as ' Madhav Sangam' , (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of plots and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring square meters situated at and latitude & longitude of the end points of the Project are respectively. The location details are fully described in the Schedule-I.

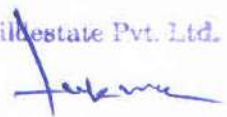
For Madhav Real Estate Pvt. Ltd.



Director

G.the Project has been registered with the Real Estate Regulatory Authority on
.....(date) and the Project Registration Certificate No. is

For Madhav Buildestate Pvt. Ltd.



Director

This registration is valid for a period of..... years commencing from..... and ending with..... unless extended by the Authority. The details of the Company and Project are also available in the website (www.....) of the Authority.

- H. the layout plan/ site plan of the Project has been sanctioned vide No..... dt..... by the(competent authority), and copy of which is enclosed as Schedule-2.
- I. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- J. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, and other internal development works proposed to be provided in the Project are as under

As per Schedule-4

- K. The details of other external development works to be taken for the Project are as under :-

As per Schedule-4

- L. The details of specifications of material used in construction are as under :-

.....
.....
.....
.....

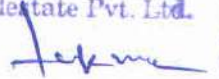
- M. The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is as under:-

Stage	Date by which the works are proposed to be completed	Details of works to be completed

- N. temporary fire NOC for the Project has been accorded by the.....vide No..... dated..... **NOT APPLICABLE**

- O. the Airport Authority of India has also granted NOC for height clearance for the Project vide No..... date..... **NOT APPLICABLE**

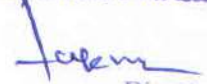
For Madhav Builders Pvt. Ltd.



Director

- P. Environmental Clearance from the department concerned has been obtained or the Project. **NOT APPLICABLE**
- Q. Public Health & Engineering Department has also given NOC for developing the Project. **NOT APPLICABLE**
- R. the Promoter has opened a separate account in Branch of..... Bank for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4.
- S. the Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Plot, has applied for allotment vide lottery/auction and to purchase/take on lease a Plot (hereinafter referred to as the 'Unit') in the Project .The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- T. The Alottee has been allotted a plot in the Project vide Lottery/Auction No..... dated.....and has been allotted plot no..... having area of square meters(hereinafter referred to as the "Plot" more particularly described in Schedule-3.
- U. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- V. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- X. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell/lease and the Allottee hereby agrees to purchase/take on lease the Plot and as specified in para U.

For Madhav Buildestate Pvt. Ltd.


Director

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

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell/lease to the Allottee(s) and the Allottee(s) hereby agrees to purchase/take on lease and receive the Plot.
- 1.2 The Total Price for the Plot on the plot area is Rs..... (in words Rupees..... only) ("**Total Price**"):-

Details of Plot	Amount
Basic Price of Plot(Rate Per Sq. Mtr)	
Site Map Fees	
BSUP Charges	
Urban Assessment Charges	
Total Price(in Rupees)	

Explanation :

- (i) The Total Price above includes the booking amounts/earnest money deposit /Application money of Rs..... (Rupees...) paid by the allottee to the Promoter towards the Plot.
- (ii) The Total Price above excludes Taxes (GST or any other taxes) which may be levied, in connection with the project.

The allottee will be liable to pay GST or any other taxes as applicable on actual basis on each installment payable.

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

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

For Madhav Buildestate Pvt. Ltd.



Director

- 1.3 As mentioned in para 'T' above, the Promoter has already received an advance/ booking amount/application money/earnest money deposit from the Allottee(s) a sum of Rs./- (Rupees only) (not being more than 10% of the total cost of the Unit as provided in sub- section (1) of section 13) out of the total price of Rs..... and the Allottees(s) agrees and undertakes to pay the balance amount of Rs.....of the total price strictly in accordance with the payment plan given below :-

Stage of development works &	Percentage of the Total Price as calculated under	Installment Amount in Rs.	Period within which the installment
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For Madhav Buildstate Pvt. Ltd.

Director

completion of the Unit (with details of works)	Term & Condition No. 1.2		amount is to be paid by the Allottee

- 1.4 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications in respect of the Plot without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

- 1.5 Subject to Term No. 9.3 the Company agreed and acknowledges, the Allottee shall have the right to the Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Plot.
- (ii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot.

- 1.6 The Allottee has paid a some of Rs.----- (Rupees----- only) as booking amount/application money/earnest money deposit being part payment towards the Total Price of the Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the payment plan at Term No.1.3 above as may be demanded by the Promoter within the time and manner specified therein.

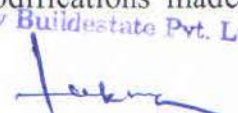
Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Company and the Allottee(s).

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of ----- payable at ----- .

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

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made

For Madhav Buildestate Pvt. Ltd.

 Director

thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

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

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

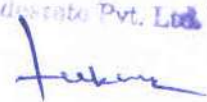
5. TIME IS ESSENCE :

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT:

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

For Marthas Builders Pvt. Ltd.


Director

7. POSSESSION OF THE PLOT:

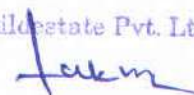
7.1 **Schedule for possession of the said Plot** – The Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 01/04/2024, --, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Plot, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 **Failure of Allottee to take possession of Plot-** Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.

7.4 **Cancellation by Allottee-** The Allottee(s) shall have the right to cancel/withdraw his

For Madhav Buildestate Pvt. Ltd. }



Director

allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

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

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

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project; There are no encumbrances upon the said Land or the Project;
- (iii) There are no litigations pending before any Court of law or Authority with respect to the said Land.
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by

For Madhav Buildstate Pvt. Ltd.



Director

following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;

- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s).
- (ix) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued;
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

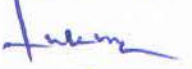
9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoter fails to provide ready to move in possession of the Plot to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Plot shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

For Madhav Buildestate Pvt. Ltd.


Director

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

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

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

- (i) In case the Allottee(s) fails to make payments for ----- consecutive demands made by the Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond ----- consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID PLOT :

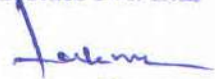
The Promoter, on receipt of Total Price of the Plot as per Term No.1.2 under the Agreement from the Allottee shall execute a Lease deed/conveyance deed and convey the title of the Plot as per local laws:

Provided further that, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the Lease deed/conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

11. MAINTENANCE OF THE SAID PROJECT :

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the handing over of the Project/Services to

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Director

DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter 's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12. GENRAL COMPLIANCE WITH RESPECT TO THE PLOT:

The Allottee(s) shall, after taking possession, be solely responsible to maintain the said Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Plot, which may be in violation of any laws or rules of any authority.

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

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

14. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

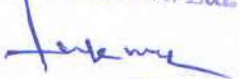
After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest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

15. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar ----- (address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

16. ENTIRE AGREEMENT:

For Madhav Buildestate Pvt. Ltd.


Director

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

For Madhav Buildestate Pvt. Ltd.



Director

17. RIGHT TO AMEND:

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

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

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

19. WAIVER NOT A LIMITATION TO ENFORCE:

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

19.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

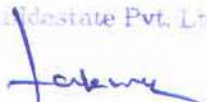
20. SEVERABILITY:

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

**21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER
REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the carpet area of the Plot bears to the total carpet area of all the Plots in the Project.

For Madhav Buildstate Pvt. Ltd.


Director

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. PLACE OF EXECUTION:

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

24. NOTICES:

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

Madhav Buildestate Private Limited	Allottee(s) name
6-A, Golcha Trade Center, Near Yadgar, Ajmeri Gate, M.I. Road, Jaipur- 302001 (Raj.)	Address.....

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

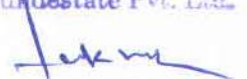
25. JOINT ALLOTTEE:

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

26. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the plot, as the case may be, prior to the execution and registration of the agreement for sale for such plot, as the case may be, shall not be construed to limit the rights and interests of the allottee or the Promoter under the agreement for sale, under the Act, the rules or the regulations made thereunder.

For Madhav Buildestate Pvt. Ltd.


Director

27. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

28. DISPUTE RESOLUTION :

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement 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 dispute shall be settled in the manner as provided under the Act.

29. OTHER TERMS AND CONDITION

(Note:- Any other terms & conditions as per contractual understanding between the Parties can be inserted. However, such terms should not in derogation of or inconsistent with the terms & conditions of this Agreement or the provisions of the Act and rules/ regulation made thereunder.)

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.

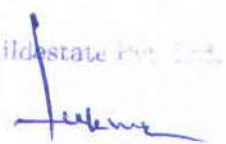
Signed and delivered by the within named Allottee(s) in the presence of witnesses on

Passport size photograph with signature across the photograph (First- Allottee)	Passport size photograph with signature across the photograph (Second- Allottee)	Passport size photograph with signature across the photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

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

--

For Madhav Buildestate Pvt. Ltd.


Director

Promoter
For and on behalf of M/s
Name
Signature
Designation

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

SCHEDULE-1

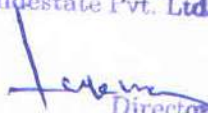
(Details of land holdings of the Promoter and location of the Project)

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
	Total Area	

or

Name of Scheme/Colony and City	Plot No.	Area (in meters)

For Madhav Buildestate Pvt. Ltd.


Director

- 2- The piece and parcel of the plot of land in site is bounded on the :-
In North
In South
In East
In West
And measuring
North to South
East to West
- 3- Latitude/ Longitude of the end points of the Project
In North
In South
In East
In West
- 4- Other details of the location of the Project
- 5- Location Map

SCHEDULE-2

(Lay-out Plan of the Project)

SCHEDULE-3

(Description of Plot)

SCHEDULE-4

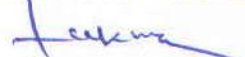
(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

SCHEDULE-5

(Specifications, facilities, amenities, which are part of the Plot) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

SCHEDULE-6

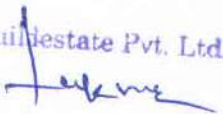
For Madhav Buildestate Pvt. Ltd.



Director

(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)

for Madhav Buildestate Pvt. Ltd.

Director