



Affidavit

I, Prakash Agarwal Son of Shri Mahaveer Prasad Agarwal aged 37 years R/o 8/294, Sector-08, Vidhyadhar Nagar, Jaipur (Raj.), duly authorized by the promoter do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project 'Manglam Aadhar, MIC' at Plot No. C-1 & C-2, Manglam Industrial City, Jaipura (Chomu), Sikar Road, Jaipur (Raj.) under the provisions of the Real Estate Regulation and Development Act, 2016 read with the 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 Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft Agreement for Sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made there under.

Deponent

Verification

I, Prakash Agarwal Son of Shri Mahaveer Prasad Agarwal aged 37 years R/o 8/294, Sector-08, Vidhyadhar Nagar, Jaipur (Raj.), do hereby verify that the contents in para No. 1 to 3 of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at _____ on this _____ day of _____.

25 SEP 2017

NOTARY PUBLIC
CENTRAL JALPAIGURI

Deponent

क्रम संख्या 9090 दिनांक 22/9/97
मुद्रांक वेत्त 50 प्रयोजन 6
वेत्ता का नाम 32/97 As Sampad 97
पिता/पति का नाम _____
पता _____
वेत्ता/हस्ता का नाम _____

श्री राज कुमार सेनी श्री
ला० नं० 58/97 (स्टाम्प विक्रेता)
नगर निगम (मुख्यालय) के पास
टोंक रोड जयपुर (राज.)

Photo

Photo

AGREEMENT FOR SALE

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

BY AND BETWEEN

M/s Manglam Build-Developers Limited (CIN U45201RJ2008PLC026256) a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 6th Floor, Apex Mall, Lal Kothi, Tonk Road, Jaipur (**PAN-**_____) through its Authorised Representative Mr. _____ (Aadhar No._____) duly authorized *vide* Authority Letter dated _____ passed and signed by all the partners constituting the firm [hereinafter referred to as the "**Promoter**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & permitted assignee(s) including those of the respective partners] of the **ONE PART**.

AND

Mr./Ms./Mrs. _____, Son/Daughter/Wife _____ of
Mr. _____, R/o _____ (Aadhar No. _____)
(PAN _____) jointly with Mr./Ms./Mrs. _____,
Son/Daughter/Wife _____ of Mr. _____, R/o
_____ (Aadhar No. _____)
(PAN _____) ; hereinafter singly/jointly 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), administrator(s), executor(s) & permitted assignees) of the **OTHER PART**.

The "Promoter" 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) "**ALLOTTEE(s)**" means and includes:

a) If the Allottee(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);

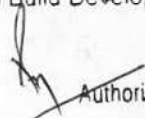
b) If the Allottee(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;

c) In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners; and

d) In case the Allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s);

c) "**APARTMENT**" shall mean a space in the Said Project intended and/or capable of being independently and exclusively occupied, having an entry and exit, and includes a flat and all such units or spaces intended to be used for any residential or commercial use such as office, shop, convenient shopping in any part of the Said Project.

For Manglam Build Developers Limited

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- d) **"APPLICABLE LAWS"** shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including Jaipur Development Act, 1959, Rajasthan Municipalities Act, 2009, Rajasthan (Disposal of Urban Land) Rules, 1974, Jaipur Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including 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 Said Project.
- e) **"ARCHITECT"** shall mean M/s Ideas, 124 Himmat Nagar, Tonk Road, Jaipur (Raj.) and/or such other person(s) and/or firm(s) and/or company(s) whom the Promoter may appoint from time to time as the architect for the Said Project.
- f) **"BUILDING"** shall mean the building No./Tower No. _____ in the Said Project where the Allottee(s) has been allotted his "Unit".
- g) **"BUILDING PLANS"** shall mean the plans and designs of buildings constructed or to be constructed on the Scheduled Land (as defined herein-below), which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or Architect(s) in accordance with Applicable Laws.
- h) **BUILT UP AREA** means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built up area.
- i) **"CARPET AREA"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation— For the purpose of



this clause, the expression "**exclusive balcony or verandah area**" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and "**exclusive open terrace area**" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);

- j) **COMMON AREAS AND FACILITIES OF THE SAID PROJECT:** shall mean Schedule Land and such common areas, facilities, equipments and spaces in the said project meant for common use of and enjoyment of all the occupants of the said project (as defined herein-below) and more particularly detailed in the **Schedule- D** attached hereto.
- k) **DELAY PAYMENT CHARGES** means the charges payable by the Allottee(s) to the Promoter for delay in payment of any due amount, installment, charges etc. at the rate of 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.
- l) **EARNEST AMOUNT** shall mean 10% of the Total Price of the Unit.
- m) "**HE OR HIS**" shall also mean either she or her in case the Buyer is a female or it or its in case the Buyer is a partnership firm or a limited company.
- n) "**INTEREST RATE**" means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- o) **LIMITED COMMON AREAS AND FACILITIES OF THE SAID PROJECT** shall mean those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments.
- p) "**OWNERS ASSOCIATION**" shall mean an association formed/to be formed by the owners of the units/Apartments in the Said Project as per Clause (e) of Sub- Section (4) of Section 11 of the Act.

- q) **"PARA"** means Para of this Agreement.
- r) **"REGULATION"** means regulations made under the Act as amended from time to time;
- s) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- t) **"SCHEDULE"** means the Schedule attached to this Agreement;
- u) **"SECTION"** means the section of the Act.
- v) **"SCHEDULED LAND/PROJECT LAND"** means land admeasuring 5492 sq. mtrs. and thereabout lying and situated at Plot No. C-1 & C-2, Manglam Industrial City, Village Jaitpura (Chomu) Sikar Road, Jaipur (Raj.) on which the said Project named **"Manglam Aadhar, MIC"**, is being developed and is demarcated and shown in **Schedule-A**.
- w) **"SUPER AREA"** means the area at which Units / flats were sold before coming into force of RERA and more particularly described in **Schedule B** annexed herewith.
- x) **"SAID PROJECT"** shall mean the project being constructed and developed upon the Scheduled Land and comprising of building(s), flats, parking facility, Common Areas and facilities, all improvements and structures thereon and all easements, rights and appurtenances belonging thereto and named as **"Manglam Aadhar, MIC"**.

II. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Jaipur Development 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 PROMOTER DECLARES THAT:

- A. The Lease Deed/Patta dated 24.10.2013 was issued by the Jaipur Development Authority, Jaipur in respect of the Plot No. C-2 in

favour of the Promoter. The said Lease Deed / Patta was registered on 23.12.2013 in the office of the Sub-Registrar, Chomu (Jaipur), Jaipur under Book No. 1, Jild No. 502, Page No. 40 under serial number 2013013240. Further, Lease Deed/Patta dated 29.11.2012 was issued by the Jaipur Development Authority, Jaipur in respect of the Plot No. C-1 in favour of the Promoter. The said Lease Deed / Patta was registered on _____ in the office of the Sub-Registrar, _____, Jaipur under _____ under serial number _____. The Promoter applied for consolidation/reorganization of the aforesaid plots of land before the Jaipur Development Authority. In pursuance to the application, the Jaipur Development Authority approved the consolidation/reorganization of the plots of land under Chief Minister Jan Awas Yojana (Affordable Housing for all) vide its letter No. JDA/DC/Zone-12/17/D-2330 dated 01.09.2017.

- B. Accordingly, the Promoter has a legal title to the Scheduled Land and is absolutely seized and is in lawful possession of the Scheduled Land.
- C. The Promoter being the absolute owner and in possession of the Scheduled Land prepared the plan for development of an affordable housing project upon the Scheduled Land under the provision 3A of Chief Minister Jan Awas Yojana-2015 (Affordable Housing for all).
- D. The Promoter planned and is in the process of constructing and developing Said Project upon the Scheduled Land after getting necessary permissions/approvals from concerned competent authorities. The location details of the Said Project is fully described in **Schedule A**.
- E. The Project Land is free from all encumbrances.
- F. The Said Project has been registered with the Real Estate Regulatory Authority ("**Authority**") on dated _____ and the Said Project's Registration Certificate No. is _____. This Registration is valid for a period of _____ years commencing from _____ and ending with _____, unless renewed by the Authority. The details of the Promoter and the Said Project are also available on the website (www._____) of the Authority.

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

(i) The Site Layout Plan of the said Project has been approved by the Jaipur Development Authority. A copy of the Site Layout Plan is enclosed herewith and marked as **Annexure- I**.

(ii) Approval of the Said Project and permission of building construction upto _____ meters height (_____) under the relevant legal provisions has been accorded vide Letter No. _____ dated _____ by the Jaipur Development Authority.

(iii) Temporary Fire NOC for the Said Project is _____.

(iv) NOC by the Airport Authority of India for the said Project is not applicable

(v) Environmental Clearance from the department concerned is not applicable.

H. The Promoter has conceived and planned various common areas, amenities and facilities in the Said Project as detailed in **Schedule D**. The Promoter agrees and undertakes that it shall not make any changes to Approved Plan of the Said Project except in compliance with Section 14 of the Act and other Applicable Laws.

I. The details of the number, type and Carpet Area of Apartments for sale in the Said Project as required under Section 4(2)(h) of the Act are as under :

Type of Apartment		Shops/Office Space
Total No. of Apartments		
Carpet Area of each Apartment sqmt.(sqft)		
No. of balcony in each Apartment		
Balcony area in each		

Apartment sqmt.(sqft)		
Built Up Area sqmt.(sqft)		
Super Area sqmt.(sqft)		

- J.** The Promoter has conceived a detailed plan of development works to be executed in the Said Project. Details of the plan of Development Works to be undertaken in the Said Project and the proposed facilities to be provided including fire fighting facilities, water facilities, emergency evacuation services, etc, as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule- E**.
- K.** The details of specifications of material used/to be used in construction of the Said Project have been specifically provided in **Schedule-F** attached hereto.
- L.** The stage wise time schedule for completion of Said Project, including the provisions of civic infrastructure like water, electricity, sanitation and other above-mentioned internal development works been specifically provided in **Schedule- G** attached hereto.
- M.** The Promoter has opened a separate account in Branch _____ of _____ Bank for the purpose as provided in sub-clause (D) of clause (l) of sub-section (2) of section 4 of the Act.
- N.** On application, as aforesaid, the Allottee(s) has been allotted an Apartment located in the Said Project and pro rata share in the Common Area and Facilities of the Said Project and more particularly described in **Schedule "B"** attached herewith and hereinafter referred to as the "**Unit**".
- O.** The Floor Plan of the Unit (as described in **Schedule B**) and Building in the Said Project is given in **Annexure- III**.
- P.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to right, title and interest of the Promoter regarding the Scheduled Land on which the Said Project is being developed have been completed.

- Q. 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 Said Project.
- R. 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;
- S. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(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, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit more specifically given in the **Schedule "B"** hereunder.
- 1.2 The total price of the Unit is more particularly described in **Part I of Schedule C** hereunder.
- 1.3 The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Unit as mentioned in **Part I of Schedule C**. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Price, shall be paid by the Allottee(s) in addition to Total Price as per this Agreement.

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- 1.4 In addition to the Total Price, Allottee shall be liable and responsible to pay all taxes, including but not limited to Value Added Tax, Service Tax/GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Said Project. The Allottee shall also be liable to pay maintenance deposit, upfront maintenance charges, documentation charges, charges towards water infrastructure fund, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Details of the total price as above payable by the Allottee(s) to the Promoter has been particularly described in **Part I of Schedule C**.
- Provided that in case there is any change/modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/modification/introduction.
- Provided further, that if there is any increase in the taxes after the expiry of the schedule date of completion of the Said Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.5 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in **Part I of Schedule C** to be paid in the manner provided in **Part II of Schedule C** hereunder 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 change/modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.6 The Total Price of Unit includes price of land, construction of, not only the Unit but also, the common areas, internal

development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Said Project. However, the Allottee is aware that in addition to the total price the Allottee shall have to contribute an amount towards water infrastructure fund.

- 1.7 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

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

- 1.8 The Allottee(s) shall be liable for all costs, charges and expenses in connection with the costs of the preparing, executing and registering of this Agreement or related agreements, conveyance or conveyances, sub lease deed, sale deed and any other document or documents required to be executed by the Promoter for preparation and approval of such documents.

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1.9 The Promoter represents to the Allottee(s) that the Allottee shall be required to contribute actual amount towards creation of water infrastructure fund. Any increase or decrease in the demand raised by Government shall be collected/ refunded to/from the Allottee(s) proportionately. The allottee(s) understands that till the time the infrastructure is developed, water shall be obtained through tankers or any other mode.

1.10 The Promoter has already received an advance/ booking amount from the Allottee(s) as mentioned in **Part II of Schedule C** and the Allottees(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan given in **Part II Schedule - C** attached hereto.

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 delay payment charges. The Allottee is aware that the taxes including GST shall be payable in addition to the delay payment charges for delay in payment of any due amount under this agreement.

1.11 The Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule - F** in respect of the Unit or the Said Project without the previous written consent of the Allottee(s) and the Allottee(s) further agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor

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changes or alterations as per the provisions of Section 14 of the Act.

- 1.12 The Promoter shall confirm to the final Carpet Area and Balcony Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Price payable for the Carpet Area and Balcony Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area and Balcony Area in total then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area and Balcony Area in total, which is not more than three percent of the Carpet Area and Balcony Area of the Unit, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) along with the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made on the basis of Carpet Area and Balcony Area. Further carpet area shall be measured from brick to brick and balcony dimension shall be upto the outer edge of the balcony slab.
- 1.13 Subject to **Clause 9.3**, the Promoter agrees and acknowledges that after registration of conveyance deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Unit.
 - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas of the Said Project. Since the share/ interest of Allottee(s) in the common areas of the Said Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas and Facilities of the Said Project to the Owner's Association after duly obtaining the completion certificate from the competent authority as provided in the Act.

- (iii) That the computation of the price of the Unit includes recovery of price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Said Project as detailed in **Part I of Schedule C**; the Allottee is aware that the amount towards water infrastructure fund shall be payable in addition to the total price
- (iv) To assess the extent of development of the Said Project and his Unit, the Allottee(s) may visit the Said Project. However, The Promoter discourages such kind of visit by the Allottee(s) and his/her family members due to the risk at construction site. If the Allottee decides to visit site, he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Promoter shall not in any way be held responsible for any accident, fall of any object, mishappening etc. caused to/with Allottee(s) and his/her accompanying persons while using the Site. Further, the Promoter strictly prohibits the visit of children at construction site.

1.14 The Allottee understands that the project comprises of open/covered parking spaces spread across the said Project. For day-to-day comfort of all residents the Promoter has earmarked parking space for the exclusive use of each unit.

Those allottee(s) who have not availed the option of covered parking will be earmarked open parking.

Further, the Allottee(s) understand and agree that every Allottee(s) will be entitled to one parking duly earmarked and some units maybe earmarked with more than one parking and the parking so earmarked and the unallotted parking space shall form part of the Limited Common Areas and Facilities of the said Project.

- 1.15 The Allottee(s) understands that in order to maintain the administration of the Project, the Promoter has earmarked the parking spaces and the Allottee(s) undertakes to park his vehicle strictly in the parking space earmarked to him and not anywhere else in the said Project. The Parking Space earmarked to the Allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the Allottee(s) will be allowed to park vehicles more than the parking space earmarked for him or anywhere else in the said Project. Further the Allottee(s) agrees that the Promoter or the Owners Association reserves the right to restrict the entry of additional vehicles owned by the Allottee(s) within the said Project.
- 1.16 The Allottee(s) agrees and understands that except the Unit as described in **Schedule-B** attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Said Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws. Convenient shops, shops, dining hall, ATM space, kiosk etc. built in any part of the Said Project are in the nature of saleable apartment and therefore shall be the exclusive property of the Promoter and he shall be free to deal with it.

- 1.17 The Promoter shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future project at any suitable place in the Project and the Allottee and the Owner's Association shall not have or shall not obstruct on utilization of this right by the Promoter.

The Allottee(s) agrees that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay Delay payment charges and taxes at the prescribed rates. The obligations of the Allottee(s) to pay the amount and the liability towards Delay payment charges as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

- 1.18 Lawn Area parking, storages or any other area exclusively earmarked for a particular Apartment (s) by the Promoter shall form part of Limited Common Areas and Facilities for use and enjoyment of owner/occupant of that apartment to the exclusion of other Allottees.
- 1.19 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.20 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues. If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Unit, to pay such 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.
- 1.21 That the said Project shall always be known as **"Manglam Aadhar, MIC"** and the name of the said Project shall not be changed except with the consent of the Promoter.

2 MODE OF PAYMENT:

2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan hereunder through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of _____ payable at _____.

3 COMPLIANCE OF LAWS, NOTIFICATION ETC BY PARTIES:

The parties are entering into this agreement for the allotment of an Apartment/Plot with full knowledge of all laws, rules, regulations, notification applicable to the Project. Association of Allottees shall be liable and responsible for applying or obtaining renewal of all NOC, statutory renewals which are required to be obtained for the Building in future after conveyance of common areas in favour of Association of Allottees. Failure to get statutory approvals or renewal within the prescribed time and /or consequences resulting due to non renewal of the statutory approvals shall not cast any liability on the Promoter.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Said Project as disclosed at the time of registration of the Said Project with the Authority and towards handing over the Unit to the Allottee(s) and the Common Areas and Common Facilities of the Said Project to the Owner's Association.

6. CONSTRUCTION OF THE SAID PROJECT:

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the

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specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Said Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and the procedure agreed under **clause 1.11** hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF SAID APARTMENT:

7.1 Schedule for possession of the Unit – The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Said Project to the Owners Association, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along with ready and complete Common Areas and Facilities of the Said Project with all specifications, amenities and facilities of the Said Project in place on or before _____ including a grace period of six months, 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 Said Project ("**Force Majeure**"). If, however, the completion of Said Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which makes 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 Said Project due to Force Majeure conditions, which shall be assessed by the Promoter, the Promoter shall inform the Allottee(s) about such impossibility

along with notice of termination of one month and upon termination of this allotment, the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) with delay payment charges computed at Interest Rate within forty-five 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 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 completion certificate from the competent authority shall vide offer letter ("**Offer Letter**") offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement. Within 20 days of the date of offer of possession given to the Allottee(s) by the Promoter, the Allottee(s) shall make payment of all dues, outstanding, interest, if any, maintenance security etc. to the Promoter and within 50 days from clearance of entire dues, outstanding charges, if any, the Allottee(s) shall take physical possession of the Unit and simultaneously get conveyance of his Unit done from the Promoter by getting the conveyance deed/sale deed/sub lease deed registered before the Sub Registrar, Jaipur. After the expiry of 3 (Three) full calendar months from the date of issue of completion certificate i.e **Deemed Date of Possession**, the Allottee(s) shall be liable to pay the maintenance charges as determined by the Promoter/Owners Association, as the case may be. The Promoter shall handover the copy of completion certificate of the Apartment, to the Allottee(s) at the time of conveyance of the same. 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 which the Promoter is liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the controls of Promoter and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions

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taken or deficiencies/penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

Possession of the Allottee(s)- After obtaining the completion certificate and handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Owners Association within thirty days after obtaining the completion certificate.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Said Project without any fault of the Promoter, before the completion of the Project, the Promoter shall be entitled to forfeit the Earnest Amount, all any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and Delay Payment Charges in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest, from the amounts realized from the such new allottee/buyer. *The allottee(s) shall not be entitled to sell, transfer the unit for a period of 10 years after the allotment of Unit. In case of sale of Unit within 10 years of allotment, the promoter shall be entitled to cancel the allotment and conveyance deed of the Unit and allot the unit to other applicant from the waiting list.*

Cancellation by Allottee(s) after Completion Certificate-

Where the Allottee(s) proposes to cancel/withdraw from the Said

Project without any fault of the Promoter, after receipt of completion certificate of the Said Project, the Promoter shall be entitled to forfeit twice the Earnest Amount, all any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and Delay Payment Charges in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest, from the amounts realized from the such new allottee/buyer.

Compensation – The Promoter shall compensate the Allottee(s) in case of any actual loss, caused to him due to defective title of the Scheduled Land, on which the Said 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 Unit (i) in accordance with the terms of this Agreement, duly completed by the day specified in **Clause 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(s), in case the Allottee(s) wishes to withdraw from the Said Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest calculated at Interest Rate including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due:

Provided that if the Allottee(s) does not intent to withdraw from the Said Project, the Promoter shall pay the Allottee(s) interest computed at Interest Rate for every month of delay, till the

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handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

- 7.4** The Allottee(s) shall be liable to pay from the date of Deemed Date Of Possession or date of actual possession, whichever is earlier, 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) proportionately. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge delay payment charges for the period commencing on the date on which the Promoter 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.

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 Scheduled Land and the requisite rights to carry out development upon the Scheduled Land and absolute, actual, physical and legal possession of the Scheduled Land for the Said Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.
- (iii) Except those mentioned in this Agreement, there are no encumbrances upon the Scheduled Land or the Said Project.
- (iv) There are no litigations pending before any Court of law with respect to the Scheduled Land, Said Project or the Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Scheduled Land and

Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with all applicable laws in relation to the Said Project, Unit and Common Areas and Facilities of the Said Project.

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Scheduled Land, including the Said Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Said Project to the Owners Association.
- (x) The Developable Land is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Developable Land.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the Competent Authorities till Completion Certificate has been issued and possession of the Unit along with Common Area (equipped with all specifications, amenities and facilities) has been handed over to the Allottee(s) and Owners Association.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter in respect of the Scheduled Land and/or the Said 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 Unit to the Allottee(s) without any default on the part of the Allottee(s), within the time period specified in **Clause 7.1** above in this Agreement or fails to complete the Said Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Said Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties and as specified in **Schedule G** and for which completion certificate 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, subject to the condition that there is no default on the part of the Allottee(s) to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any delay payment charges; 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 of the Unit, along

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with interest calculated at Interest Rate 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 calculated at Interest Rate for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days of it becoming due.

9.3 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 9.3 (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter 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 delay payment charges, 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 under this Agreement, in execution and registration of conveyance deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
- (v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) violation of any of the Applicable Laws on the part of the Allottee(s).

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

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- (i) Upon occurrence of event of default mentioned in Clause 9.3(i) the Allottee(s) shall be liable to pay delay payment charges on the overdue amounts for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- (ii) Upon occurrence of event of default mentioned in Clause 9.3(ii) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- (iii) Upon occurrence of event of default mentioned in Clause 9.3(iii), (iv), (v) and (vi) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4 (ii); Further in case of event of default under Clause 9.3(iii), till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover delay payment charges as per Clause 9.4 (i) and (b) recover maintenance charges from the deemed date of possession; (c) recover holding/ safeguarding charges @ 0.1% per month on the Total Price of the Unit; (d) taxes mentioned in above Clause(s); (e); withhold registration of the conveyance deed of the Unit in favour of the Allottee(s); and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 9.3(iii) and Allottee(s) hereby authorizes the Promoter for the same.
- (iv) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without delay payment charges shall not be deemed to be a waiver by the Promoter of its right of charging such delay payment charges or of the other rights mentioned in this Agreement.

9.5 Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien,

right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realized from the such new allottee/buyer:

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

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

10 MAINTENANCE OF THE SAID PROJECT:

10.1 That one of the factors for the Allottee(s) to buy the Unit in its Project is that the Promoter is known for appropriate standards of maintenance and management services in relation to its project through its maintenance agency '_____'. (**"Maintenance Agency"**). Maintenance Agency has very rich and vast experience and expertise in the management and maintenance of large size high rise residential projects having all modern equipments, amenities and facilities such as club house, swimming pool, gym, STP, water treatment plant, power back up system, reticulated pipe gas network, video door phone, CCTV surveillance system or other modern security system, lifts, horticulture etc. The Allottee is aware that due to qualitative and cost effective maintenance of this Project, the Maintenance Agency

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is able to maintain the beauty and aesthetic look of this Project consistently which not only increases the life of its project but gives appreciation to the value of the project. Apart from qualitative maintenance of the project, Maintenance Agency organizes various sports, cultural and festive activities from time to time for the benefit and enjoyment of the residents which ultimately provides a good lifestyle to the residents. The Allottee understands that other Allottees have also booked/bought Units in its Project because of the above characteristics of Maintenance Agency, accordingly, the Maintenance Agency is being appointed to carry out the maintenance of the Said Project at competitive prices until its appointment is recalled and another maintenance agency is appointed after notice period of six months by the Owners Association through a majority resolution.

- 10.2 The Promoter shall convey the Common Areas and Common Facilities of the Said Project to the Owners Association in accordance with the Applicable Laws.
- 10.3 After the handover of Common Areas and Facilities of Said Project to Owners Association as per the Act, it shall be the responsibility of the Owners Association, to run and maintain the Common Areas and Facilities of Said Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of Said Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Owners Association, from time to time & regularly.
- 10.4 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Said Project shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified under this Agreement as well as by the Owners Association from time to time.

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- 10.5 Allottee(s) shall be bound by all the terms and conditions of the maintenance agreement and any other agreement entered by the Owners Association and any decisions taken by the Owners Association as per its Bye -Laws.

11. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s) from the date of handing over possession or deemed date of possession, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) 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. However, in case any damage to the Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

12. INDEMNIFICATION

- 12.1 The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any
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default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in Clause 29 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 29 and/or (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

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

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

13. SPECIFIC PERFORMANCE

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

14. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/ Owners Association shall have right of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Owners Association/ to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

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Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the Said Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Owners Association for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT :

- (i) Subject to **clause 11** above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- (ii) The Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the Building or anywhere on the exterior of the Said Project, building therein or common areas.
- (iii) The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design.
- (iv) Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (v) That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Owners Association and nowhere

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else. The non-observance of the provisions of this clause shall entitle the Promoter or Owners Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).

- (vi) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Owners Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Said Project.
- (vii) The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.
- (viii) It is in the interest of the Allottee(s), to help the Owners Association in effectively keeping the Unit and/or the Said Project secured in all ways, For the purpose of security, the Owners Association would be free to restrict and regulate the entry of visitors into the Building/Said Project.
- (ix) The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Said Project or for any illegal or immoral purpose.
- (x) Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the Building in which the Unit is situated.
- (xi) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Building/Said Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Said Project and/or the Unit.
- (xii) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. parapet or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (xiii) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Owners Association and/or maintenance agency appointed by the Owners Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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- (xiv) Interior Works in the Unit:-That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Promoter/Owners Association and the Promoter/Owners Association may permit the same subject to appropriate conditions.
- (xv) After handing over of the Said Project, it shall be the responsibility of the Owner's Association for obtaining / renewal of insurance for the said project and pay insurance premiums.

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

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

17.2 Owner's Association shall be liable and responsible for applying or obtaining renewal of Fire NOC, Consent to Operate, Renewal/ replacement of transformer and/or other statutory renewals which are required to be obtained for the said project in future after conveyance of common areas in favour of Owner's Association. The Allottee and Allottees of other units and/or Owners Association without any reference to the Promoter shall be entitled to approach the requisite authority for any such approvals/renewals. Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non renewal of the statutory approvals shall not cast any liability on the Promoter.

18. ADDITIONAL CONSTRUCTIONS AND SHARING OF SERVICES:

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

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19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

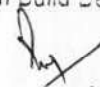
Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the Promoter raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Said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

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

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This Agreement, along with its schedules, 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 Unit.

22. RIGHT TO AMEND:

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

23. 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 Unit and the Said Project shall equally be applicable to and enforceable against and by any subsequent allottee of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

24. BROKERAGE:

In case the Allottee(s) has to pay any commission or brokerage to any person or services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Unit for the Allottee(s) the Promoter 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 for the Unit.

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Promoter may, at 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 mentioned in **Part II of Schedule C** of this Agreement including waving the payment of delay payment charges for delayed payment. It is made clear and so agreed by the Allottee(s) that

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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.

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

26. 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.

27. 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 Said Project, the same shall be the proportion which the carpet area plus balcony area of the Unit bears to the total carpet area plus balcony area of all the Apartments in the Said Project, as the case may be. However, maintenance charges for the Unit shall be calculated on the basis of super area.

28. 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.

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29. PLACE OF EXECUTION:

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

30. NOTICES:

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

M/s	Allottee(s)

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered/ speed 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.

31. 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).

32. SAVINGS:

Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the Apartment prior to execution and registration of this Agreement for Apartment shall not be construed to limit

the right and interests of the Allottee(s) or the Promoter under this Agreement, under the Act, rules or regulations made thereunder.

33. 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.

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

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

<u>PROMOTER</u>
For and on behalf of M/s
Name
Signature
Designation

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

SCHEDULE-A
(Description of Scheduled Land)

Name of Revenue Village & Tehsil	Plot No.	Area (in meters)
Scheme- Manglam Industrial City at Village- Jaitpura (Chomu) Sikar Road, Jaipur (Raj.)	C-1	2845.94
	C-2	2646.12
	Total Area	5492.06

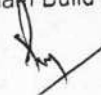
2. The piece and parcel of the plot of land in site is bounded on the: -

In North:

In South:

In East:

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In West:

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

In North.....

In South.....

In East.....

In West.....

Location Map -

SCHEDULE-B

(Description of the Unit)

a. Unit No. _____

b. Floor: _____

c. Type: _____

d. Carpet Area: _____ sq. mtr. (_____ sq. ft.).

e. Exclusive Balconies

i. Balcony one: _____ sq. mtr. (_____ sq. ft.)

ii. Balcony two: _____ sq. mtr. (_____ sq. ft.)

f. Built- up Area: _____

g. Super Area: _____

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Note-

- (i) The Buyer shall be entitled, to the exclusive use of Parking for parking of car. However, exact parking no. will be allotted at the time of possession of the "Unit".
- (ii) Before applicability of the Real Estate Regulation Act, immovable properties were generally sold on Super Area basis. It is now very difficult for the Allottee(s) to compare between the units sold on Super Area and the units being sold on Carpet Area basis. Therefore, for the purpose of making it comparable with the properties sold prior to applicability of Real Estate Regulation Act, Super Area of the Unit is being provided. Super Area has no commercial bearing. Consideration of the Unit is dependent on Carpet Area and exclusive balcony or verandah area and is not dependent on Super Area of the Unit.

SCHEDULE- C

PART I

(Total Price of the Unit)

The total price of the Unit is Rs. _____ (Rs. _____ only) is as follows:

Price of the Unit Rs. _____

SCHEDULE- C

PART II

(Payment Schedule)

Stage of development works and completion of Unit	Installment Amount (Rs. _____)
On Booking	

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One month before possession	

Note-

- i. Amount reflected above is exclusive of Service Tax/GST/VAT, interest, stamp duty and registration charges.
- ii. The Promoters offers various payment plans and the Allottee has the option to choose the plan he wishes to opt as per his convenience.

The allottee(s) has paid the amounts as under:

Ch. No.	Date	Bank	Amount (in Rs.)

SCHEDULE- D

(Details of common areas, facilities and amenities of the Said Project)

- (i) The Scheduled Land
- (ii) the stair cases, lifts, staircase and lift lobbies, and common entrances and exits of buildings;
- (iii) the common parks, play areas, open parking areas and common storage spaces;
- (iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of Apartment service personnel;

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- (v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

SCHEDULE- E

(Detailed Plan of Development Works to be undertaken)

The Promoter has conceived a detail plan of following development works to be developed in the Said Project:

- i) **Water Supply** - The Government of Rajasthan is making a policy for supply of water in the multi-stories buildings. As and when the policy will be implemented, the owner's association of the building will take water connection. Till then, underground water will be used for drinking and other purposes.
- ii) **Emergency Evacuation Services**- It will be provided in the said project as per NBC guidelines of appropriate width.
- iii) **Electrical Supply**- Electricity/power shall be supplied by JVVNL
- v) **Sewage Treatment Plant**- The Promoter proposes / has installed an STP for treatment of sewage. Operationalisation of STP required minimum threshold occupancy. However, till such time, the Promoter shall provide a septic tank for disposal of waste.

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SCHEDULE-F

Specifications

SCHEDULE- G

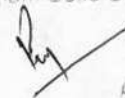
Stage Wise Time Schedule of Completion of Said Project

Sr. No.	Stage	Date by which the works are to be completed	Details of work to be completed
1.	Completion of Structure of the Building	July, 2019	Foundation and Structure of the Building
2.	Completion of development works	December, 2019	Brick Work, Internal Plaster, Tiles Work, External Plaster, POP Work, Door Shutter Fitting, Window, Electrical Wiring & fittings and testing, Internal Painting, External Painting, Fire Fighting, lift
3.	Provision of civic infrastructure	December, 2020	
4.	Finishing	December, 2020	Final Finishing and Hand Over

Annexure-I

Site Layout Plan

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Annexure-II

Building Plan Letter

Annexure III

Floor Plan

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