



राजस्थान RAJASTHAN

AL 433886

Declaration regarding Agreement for sale

1. That the agreement for sale of our project "MANGALMURTI RESIDENCY" is in accordance to the form-G of Real estate Regulation and Development Act 2016.
2. That none of the terms & conditions of the Agreement to sale presented by us violate the laws and rules of the Real Estate (Regulation and Development) Act 2016 & Rajasthan Real Estate (Regulation & Development) Rules 2017.
3. That if any contradiction arises in the future the deponent will be responsible for it.

FOR MANGALMURTI RESIDENCY
FOR MANGALMURTI RESIDENCY

Authorized Signatory

Authorized Signatory

SIGN. / PHOTO / THUMB
ATTESTED

Smt. SHANTI DAYA
NOTARY, UDAIPUR
PIN-313001 (RAJ.)

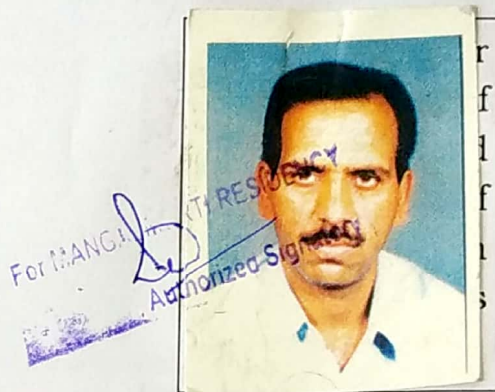
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FORM-G

[see rule9]

Agreement for Sale

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



THIS AGREEMENT FOR SALE (hereinafter referred to as the "Agreement") is executed at _____ on this ____ day of Two thousand and _____

BY AND BETWEEN

Mr. RAMSURESH YADAV (Aadhar No. 547618067202) son of Mr. BAIJ NATH YADAV aged about ____ years, R/o 123, A BLOCK, HIRAN MAGRI SECTOR-14 UDAIPUR its PAN is AADPY0827A (hereinafter singly/ jointly, as the case may be, referred to as the "Promoter", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal successor(s), administrators, executors successors & permitted assignees) of the FIRST PART.

AND

Mr. SURESH UPADHYAY (Aadhar No. 845058025690) son of Mr. NAVIN CHANDRA UPADHYAY aged about ____ years, R/o 8, BHATT JI KI BARI, UADIPUR its PAN is AABPU7439E (hereinafter singly/ jointly, as the case may be, referred to as the "Promoter", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal successor(s), administrators, executors successors & permitted assignees) of the FIRST PART.

Jointly with

[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 SECOND PART

For MANGALMURTI RESIDENCY

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Allottee(s)

Promoter

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 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 SECOND 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 SECOND 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 SECOND PART.

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 expression unless repugnant to the context thereof shall have the meaning assigned thereto-

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

b. "APPLICABLE LAWS" shall mean all acts, rules and regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or

For MANGALMURTI RESIDENTIAL

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brought into force and effect hereinafter including bye-laws, notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any statutory authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development/ construction/sale of the Building.

- c. "AUTHORITY" shall mean (The Real Estate Regulatory Authority) and URBAN IMPROVEMENT TRUST (UIT), Nagar Nigam Jaipur, Pollution Control Board, Airport Authority of India, the Municipal Corporation or Municipality or Panchayats or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction.
- d. "APPROVED PLANS" shall mean the plans and designs of Building constructed or to be constructed on the Scheduled Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
- e. "BUILDING" shall mean the building/ block in the Building where the Allottee(s) has been allotted his "Unit"
- f. "BUILT UP AREA" means the sum of area of the Apartment. It shall include area encompassed within the walls of Apartments, all balconies, whether covered or uncovered, and the 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.
- g. "BUILDING PLANS" shall mean the plans and designs of buildings to be constructed or constructed on the Building Land, which has been duly approved by the authority including any variations therein which may subsequently be made by the Promoter / Landowners in accordance with Applicable Laws and the provisions of the Act.
- h. "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 veranda 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" 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);
- i. COMMON AREA AND COMMON FACILITIES shall mean and include such area occupied by the building which is for common use of all occupants and includes the facilities as well as the common areas like area occupied by space for lift, lobbies, staircase, entrance, parking area, water tanks, electrical transformer, generator room, guard room and panel etc. and all spaces meant for common use of the occupants of building and the equipments provided AND/OR reserve for the common use and the enjoyment in the building. However it is clarified that Terrace, Other Open Area, External Walls and all other areas as specifically earmarked by the Seller shall not form part of common areas and the Seller shall be free to use the same in such manner as it deem fit and proper.

For MANGALMURTI RESIDENCY

Allottee(s)

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Promoter

- j. "COMPLETION CERTIFICATE" means the completion certificate or such certificate, by whatever name called, issued by the competent authority certifying that the real estate building been developed according to the sanctioned plan ,layout plan and specifications, as approved by the competent authority under the local laws.
- k. "CONVEYANCE DEED" (i) in respect of the Unit shall mean written instrument executed between the Land Owner/Promoter and the Allottee(s) through which the ownership of the Unit is transferred in favour of Allottee(s) by the Promoter/Landowners subject to and in accordance with the terms of this Agreement (ii) in respect of the Common Areas and Common Facilities shall mean written instrument executed between the Promoter and the Resident's Welfare Association through which the ownership of the Common Areas and Common Facilities, excluding Limited Common Areas and Common Facilities, is transferred in favour of Resident's Welfare Association by the Promoter subject to and in accordance with the terms of this Agreement.
- l. "EARNEST AMOUNT" shall mean 10% of the Basic Sale Consideration of Unit.
- m. "FORCE MAJEURE" shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including:
- i. acts of God i.e. fire, drought, flood, earthquake, epidemics and other natural disasters; or
 - ii. explosions or accidents, air crashes and shipwrecks; or
 - iii. strikes, riots, lock-outs, civil disturbances, curfew etc.; or
 - iv. war or enemy action or terrorist action; or
 - v. change in Law, Rules and Regulations, injunctions or stay granted by court of law or interim order by arbitrator;
 - vi. non-availability of steel, cement, Bajari or other building material or water supply or electric power or like; or
 - vii. Natural calamity or by reason of any national or international happening or event; or
 - viii. The promulgation of or amendment in any law, rule or regulation or the issue of any injunction , court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this agreement.
 - ix. any litigation by land owner or promoter or allottee(s) or any outside agency or Govt department or local authority which materially effect to construct further the building
 - x. any event or circumstances analogous to the foregoing which is beyond the control of the parties.
- n. "INTEREST" means the interest payable at the rate specified in rule 17 of the rules; which is the State Bank of India's highest marginal cost of lending rate plus 2%, provided if the State Bank of India's marginal cost of funds lending rate is not in use then it would be replaced by the

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Allottee(s)

Promoter

present bench mark lending rate which the State Bank of India may fix from time to time for lending to general public.

- o. "MAINTENANCE SOCIETY" means and includes the Association of Allottee(s) formed and incorporated for the maintenance of building and welfare of the occupants of the building or such other person, 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 the purpose of maintaining the common area and common facilities of the building as and when the same will be handed over to the Association of Allottee(s) as per the Act.
- p. "PARA" means Para of this Agreement;
- q. "REGULATION" means regulations made under the Act;
- r. "RESIDENT'S WELFARE ASSOCIATION" shall mean an association or society or a co-operative society, as the case may be, of the allottee(s) of building in the Building, which shall by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act for the management/maintenance of Common Area and Facilities of the Building.
- 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" shall have the meaning all that piece and parcel of land admeasuring total of 14611.18 Sq.ft. thereabouts, bearing plot no. 17, 18 Bhuwana Udaipur, more particularly detailed in **Schedule-A**.
- w. "SUPER BUILT UP AREA" shall mean & include Carpet Area, the exclusive areas coupled with the Flat and the proportionate area occupied by the Common Area and Common Facilities.
- x. "UNDIVIDED PROPORTIONATE SHARE" shall mean and include the proportionate share, right and interest in the Land corresponding to the Flat agreed to be bought by the Allottee(s) where the proportion is to be determined by comparing built up area plus open terrace area and limited common area and common facilities of Flat with maximum permissible FSI of the Building and Building at any point of time this right shall be capable to be enjoyed only along with the superstructure of the Flat.
- y. "UNIT" shall have the meaning prescribed in **Schedule-C**.

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

For MANGALMURTI RESIDENTS

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WHEREAS THE PROMOTER DECLARES THAT:

- A. The land bearing Khasra no. 1127 to 1131, 1134, 1135 admeasuring 14611.18 Sq. ft. (1357.91 square mtr) situated at Bhuwana Udaipur (hereinafter referred to as 'Land' and more fully described in the **Schedule-A**) consisting plot no. 17 & 18.

Plot no. 17 allotted to Mr. Govind Agrawal by UIT vide allotment letter 364 dated 28/12/2002 and thereafter UIT issued lease deed dated 31/12/2002.

Plot no. 18 allotted to Mrs. Mani Agrawal by UIT vide allotment letter 373 dated 28/12/2002 and thereafter UIT issued lease deed dated 31/12/2002.

Thereafter Plot no. 17 & Plot no.18 further sold to Mr. Venkatraj Dabai, Mr. Suresh Kumar Upadhyay (Promotor), Mr. Ramsuresh Yadav(Promotor) and Mr. Ajay Jain by Mr. Govind Agrawal and Mrs. Mani Agrawal respectively vide sale deeds dated 05/04/2010.

After that on application of owner of land dated 10/05/2010 UIT composite Plot no. 17 & Plot no.18 into one Plot 17-18 vide its letter no. 6200 dated 25/12/2010.

Thereafter, after the death of Mr. Ajay Jain, Mr. Ajay Jain legal heirs sold his 1/4th share in plot 17 & 18 to Mr. Suresh Kumar Upadhyay (Promotor) vide sale deed dated 24/04/2015 and Mr. Venkatraj Dabai sold his 1/4th share in Plot no. 17 & 18 to Mr. Ramsuresh Yadav (Promotor) vide sale deed dated 24/04/2015.

Therefore Promoters Mr. Ramsuresh Yadav and Mr. Suresh Kumar Upadhyay are in lawful possession of aforesaid land.

- B. The said land is earmarked for the purpose of residential building and the said building shall be known as **"MANGALMURTI RESIDENCY"**.
- C. The promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the promoter and Land owner regarding the said land on which Building is to be constructed have been completed.
- D. The URBAN IMPROVEMENT TRUST (UIT) has granted the commencement certificate to develop the Building vide its approval number 1105 dated 02/04/2012 for Stilt+Ground+Six Floor. After that UIT issued approval letter no. 3146 dated 05/10/2012 for extra two floor i.e. seventh and eight floor.
- E. The scheduled land having encumbrance's _____ and earmarked for the purpose of development of a residential buildings comprising of apartments and common area and facilities of the building **MANGALMURTI RESIDENCY**.
- F. The promoter has conceived, planned and are in the process of constructing and developing a real estate building known as '**MANGALMURTI RESIDENCY**', (hereinafter referred to as the 'Building') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/building 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 14611.18 Sq. ft. (1357.91 square mtr) bearing Khasra No. bearing Khasra no. 1127 to 1131, 1134, 1135 situated at Bhuwana Udaipur.
- G. The Building has been registered with the Real Estate Regulatory Authority on _____ and the Building Registration Certificate No. is _____. This registration is valid for a period of _____ years commencing from _____ and ending with _____ unless extended by the Authority. The details of the promoter and Building are also available in the website (www._____) of the Authority.

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- H. Approval of specifications of the Building and permission of building construction was granted by URBAN IMPROVEMENT TRUST (UIT) vide its permission no. 1105 dated 02/04/2012 and building plans were also released.
- 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; The copy of approved site plan/layout plan along with constructions permission is attached herewith as **Annexure-I**
- J. The details of Floor plan of the Unit are given in **Annexure-II**.
- K. The details of plan of development works to be executed in the proposed Building and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services etc., as provided under clause (e) of sub-section (2) of section 4 have been provided under **Schedule-L**
- L. The details of salient features of the proposed Building including access to the building, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of sewerage water, other facilities and amenities, public health services and other internal development works proposed to be provided in the Building have been provided in **Schedule-H**
- M. The details of specifications of material used in construction have been provided in **Schedule-K**
- N. The time-schedule of completion of the Building is 31/12/2018 .However this time schedule is tentative in nature and may be done before/after this time. Allottee(s) has to pay his installment due on the completion of construction or the demand letter issued by the Promoter.
- O. The NOC from Airport Authority of India regarding height clearance not applicable on the building.
- P. The Consent to establish under section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 has also been obtained from the Rajasthan State Pollution Control Board vide its letter bearing no. _____ dated _____.
- Q. Environmental Clearance from the department concerned Environment Impact Assessment Authority has been obtained for the Building vide letter bearing no. _____ dated _____
- R. Temporary fire NOC has been accorded by _____ vide no. _____ dated _____ for the building.
- S. The promoter has opened a separate account in Branch of KARNATAKA BANK, Udaipur, for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- T. The Allottee(s), being aware of the Building and details given above has applied for allotment and purchase of an Apartment in the Building vide booking/ application form No. dated _____ ("Booking Form"). The Allottee(s) has also deposited advance payment and more particularly described in the **Schedule-D** (hereinafter referred to as "Booking Amount") as an advance payment /booking amount" which is including application fee and which is not more than 10% of Basic Sale Consideration of Unit (as defined below) and agrees to make timely and complete payments of the balance of Total Payable Amount as well as other dues under this Agreement more particularly detailed in **Schedule-E** as per terms and conditions of this Agreement.

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- U. The Promoter has allotted Apartment in the Building to the Allottee(s) and pro-rata share in the common areas of the Building (the layout plan of the said Apartment is annexed herewith as **Annexure-II** hereinafter referred to as the "Unit").
- V. The common areas, facilities and amenities will be developed along with the Building.
- W. 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 Building.
- X. The Allottee acknowledge the Promoter/Land Owner has provided all the information and clarification as required by the allottee and that the Allottee has also relied upon his own judgment and investigation with respect location design specification price availability of infrastructure government regulation availability of finance and interest rate in market condition his/ her availability to make timely payments etc. in deciding to apply to allotment and to purchase said flat and has not relied upon and his not influenced by any written or verbal representation and assurance warranty statements or estimates of any nature whatsoever made by its selling agents/ broker or otherwise including but not limited to any representation relating to the description location physical condition of the said building/ said unit. The Allottee(s) is also aware of infrastructure status of area risk perception and price fluctuation which are related to real estate sector in Indian economy in general this area in particular and is entering into this transaction after full understanding of all the factors terms and conditions of this agreement.
- Y. The Promoter has not made any other promises, assurances, representations in respect of the said unit/building except as specifically mentioned in this Agreement. 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.

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

1. TERMS:

- 1.1 The basic sale consideration of the Unit includes consideration for exclusive balcony (hereinafter referred to as "Basic Sale Consideration of Unit"). The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay taxes, charges, deposits, etc (hereinafter referred to as "Additional Payments") is more particularly detailed in **Schedule-E**. The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit shall hereinafter be referred to as "Total Payable Amount".
- 1.2 The Total Payable Amount above includes the booking amount, as may be in parts, paid by the Allottee(s) to the Promoter towards the Unit. All other charges, which are specifically mentioned in Clause no. 1.3 as hereunder in this Agreement does not form part of the Total Payable Amount, shall be paid by the Allottee(s) in addition to Total Payable Amount as per terms of this Agreement.
- 1.3 The Total Payable Amount above includes taxes (comprising of taxes paid or payable by the Promoter by way of Goods Service Tax and cess or any other similar

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taxes which may be levied, in connection with the construction of the Building, by whatever name called, until the date of offer of possession of Unit through Offer Letter after obtaining the completion certificate.

However, the Total Payable Amount does not include stamp duty, registration charges, Electric Meter Charges, Water Connection Charges, documentation charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub- lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s).

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 scheduled date of completion of the Building as per registration with the Authority, which shall include the extension of registration, if any, granted to the Building by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

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, transfer deeds, 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.

1.4 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule-F** attached hereto ("Payment Plan") 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.

1.5 As more particularly mentioned in **Schedule-D**, the Promoter has already received an advance/booking amount from the Allottee(s) a sum out of the Total Payable Amount as mentioned in **Schedule E** and the Allottees(s) agrees and undertakes to pay the balance amount of the Total payable Amount strictly in accordance with the Payment Plan as more particularly detailed in **Schedule-F**.

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

1.6 The Promoter shall not make any additions and alterations in the Approved Plans and specifications and the nature of fixtures, fittings and amenities described therein at **Annexure-II** in respect of Unit without the previous written consent of the Allottee(s) and Promoter shall not make any other additions and alterations in the Approved Plans and specifications of the Buildings or the Common Areas and Facilities of Building as described therein at **Annexure-I** in respect of the Building without the previous written consent of the 2/3rd of allottee(s) of the Building and the

Allottee(s) hereby 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 changes or alterations as per the provisions of section 14 of the Act without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

1.7 The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Payable Amount payable for the Carpet Area/Super Built-Up Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest computed at Interest Rate from the date of receipt of last installment of Total Payable Amount. Provided that the interest will be paid on excess amount received over and above of the Total Sale Consideration as calculated hereinabove. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area allotted to the Allottee(s), the Promoter may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made in proportion to basic sale consideration as referred in Schedule-E.

1.8 That the Unit is part of the Building and it is in the interest of the Allottee(s) that some safeguards be provided to prevent unauthorized persons to enter into the Apartments/Unit/Building, including the Common Areas and Facilities and to give an effective hand to the Promoter/Resident's Welfare Association to deal with such unlawful entrants/peddlers, etc. and also to enable the Promoter/Resident's Welfare Association and lawful occupants of the various Apartments in general, to deal more effectively with the security of the Apartments/Unit/Building and maintenance of order therein, the entry be regulated. For this purpose, the Allottee(s) agrees that the Promoter/Resident's Welfare Association shall be free to restrict the entry of anyone into the Building whom it considers undesirable. In case of insistence, the security staff of the Building will be at liberty to call upon the Allottee(s)/occupant to come to the gate to personally escort the persons from the gate to his/her Apartment and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally. The provision of security services will not cast any liability of any kind upon the Promoter/Resident's Welfare Association.

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1.9 Subject to clause 8.3, 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 and Facilities of the Building. Since the share/ interest of Allottee(s) in the Common Areas and Facilities of the Building is indivisible and cannot be divided or separated, the Allottee(s) shall use the Common Areas and Facilities of the Building 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 Building to the Resident's Welfare 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 Scheduled Land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and fire fighting 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 Building.
- iv. The Allottee(s) has the right to visit the Said Building site to assess the extent of development of the Said Building and his Apartment with prior permission of the Promoter. However, the Allottee is aware that he/ she 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 mis-happening caused to/ with Allottee(s) while using the Site.

1.10 Irrespective of the stage of construction of the Building (MANGALMURTI RESIDENCY) and irrespective of the date of handing over the possession of the unit/Flat to the Allottee(s) by The Promoter, the Allottee(s) shall be liable to pay to Bank/Financial Institution regularly each month the EMI as laid down in their Loan Agreement to be signed by and between Bank/Financial Institution and the Allottee(s), subsequent to completion of the Liability Period. The Allottee(s) shall execute such other documents as may be required by Bank/Financial institution in its favor. Further, It is clearly agreed and understood by the ALLOTTEE(S)/Bank/Financial Institution that it shall not be obligatory on the part of The Land Owner and Promoter to send demand notices/ reminders regarding the payments to be made by the ALLOTTEE(S)/Bank/Financial Institution as per Installment Plan.

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

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1.12 The Promoter agrees to pay all outgoings/statutory dues before transferring the physical possession of the Unit to the Allottee(s) which they have collected from the Allottee(s), for the payment of outgoings dues. If the Promoter fail 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 agree 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.

1.13 RIGHT TO CANCEL & FORFEIT : 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 if the delay/default by Allottee(s) continues for a period beyond 2 months after issuance of demand notice from the Promoter in this regard. The Promoter shall have the right of cancelling the booking & this Agreement to sale. In case of such cancellation the Promoter shall be entitled to forfeit & deduct 10% of the total basic sale consideration from the amount received till date along-with interest on delayed payments and also amount of any taxes/duties including GST. Upon such cancellation i) the allottees shall not have any lien, right, title, interest, or claim in respect of the Unit and the Promoter shall be entitled to sell the Flat to any other person or otherwise deal with the Unit ii) the Allottee shall not be entitled for interest iii) any refund would be made from the proceed of amount received from new Allottees of the said unit. iv) the amount will get refunded with 45 days from realization of amount received from new Allottee(s). Further in case the Allottee(s)/ Purchaser has obtained any financial assistance on the Flat then under such circumstances, the Promoter shall have an option to refund the amount of installments as received from the Allottee(s)/ Allottee to the Banker/ Financial Institution, as the case may be and the Allottee(s)/ Allottee shall be liable for any default charges/ penalties/ interest etc. chargeable by the Bank/ Financial Institution etc. Under any circumstances the lien, charge etc. in favour of the Bank/ Financial Institution shall not be complete without full payment of consideration and other Charges. Amount will be paid by "ACCOUNT PAYEE CHEQUE" only at the last known address of the applicant by Registered post or cheque will be handed over only to applicant personally.

The Promoter has earmarked parking space of the allottee(s) at and has also assigned parking space as mentioned in Schedule I to the allottee for proper management and utilization of parking area of the Building. If allottee requires more parking space then promoter can change the earlier parking space for better arrangement of parking area. Map of earmarked parking space has been annexed herewith as Schedule I

1.14 The Allottee(s) agrees and understands that except the Unit as described in hereinabove, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Building. 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.

1.15 That in case the Allottee(s) wants to avail of a loan facility from any financial institution/ Bank to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following -

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- i. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- ii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter or Landowner, as per the payment schedule, shall be ensured by the Allottee(s) (allottee), failing which, the delay payment clauses shall be applicable.

1.16 That the Building shall always be known as "MANGALMURTI RESIDENCY" and the name of the Building shall not be changed except with the consent of the Promoter.

2. MODE OF PAYMENT:

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 through account payee cheque demand draft/banker's cheque or online payment (as applicable) in favor of _____ payable at UDAIPUR. The receipt would be valid only after realization of the said cheque/ demand draft/ banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

3. 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.

4. TIME IS ESSENCE:

4.1 The Promoter shall abide by the time schedule for completing the Building as disclosed at the time of registration of the Building and as extended as per the Applicable Laws with the Authority and towards handing over the Unit to the Allottee(s) and the Common Areas and Facilities of the Building to the Resident's Welfare Association.

4.2 Allottee(s) shall make the timely payment of all instalments as per the Payment Plan. Timely payment of Total Payable Amount and other payment/ charges by the Allottee(s) as per this Agreement shall be the essence of this Agreement.

5. CONSTRUCTION/DEVELOPMENT OF THE BUILDING

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The Allottee(s) has seen, understood and accepted the Approved Plans, Payment Plan, specifications, amenities and facilities of the Unit as annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Building in accordance with the Approved Plans specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by the Approved Plans and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in the Approved Plans, other than in the manner provided under the Act and the procedure agreed under clause 1.7 hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

6. CONVEYANCE AND POSSESSION OF SAID UNIT:

6.1 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 Building to the Resident's Welfare Association, is the essence of the Agreement. Similarly, the Allottee(s) understands that the timely payment of Total Payable Amount of the Unit and other amounts in accordance with this Agreement is the essence of this Agreement. Therefore, subject to timely payment of Total Payable Amount and other amounts by the Allottee(s) as per this Agreement, the Promoter assures to handover possession of the Unit along with ready and Common Areas and Facilities of Building with all specifications, amenities and facilities of the Building in place on or before 31st December 2018 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 Building ("Force Majeure"). If, however, the completion of Building 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 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 Building due to Force Majeure conditions, which shall be assessed by the Promoter (and such assessment shall be final and binding on the Allottee(s)), the Promoter shall, after becoming aware about the impossibility of the Building, inform the Allottee(s) about such impossibility. In such a situation, the amount(s) paid by Allottee(S) shall continue to remain with the Promoter and the Allottee shall not have a right to terminate this Agreement and ask for refund of his money and this Agreement shall remain in abeyance till final determination by the Court(s) / Tribunal(s)/ Authority (ies). However the Allottee may, if he/she so desires, become a party along with the Promoter in such Litigation to protect Allottee's rights arising under this Agreement.

6.2 Procedure for execution of Conveyance Deed of the Unit and taking possession- The Promoter, within 30 days of obtaining the occupancy certificate from the competent authority, shall vide offer letter ("Offer Letter") invite Allottee(s) (along-with details of outstanding dues and stamp duty, electric meter Charges, Documentation charges, registration charges and other incidental charges to be paid by the Allottee(s) to the Promoter as per this Agreement before hand) to execute and register Conveyance Deed

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of the Unit; and offer the possession of the Unit. The Promoter shall subject to receipt of Total Payable Amount in respect of the Apartment as per Payment Plan, delay interest, if any, and such other charges as mentioned under the Agreement from the Allottee(s), shall execute and register a Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in common areas of Building and also handover possession of the Unit within three (3) months from the date of issuance of the occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment 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), after taking possession (which shall be after the issuance of completion certificate for the Building) agree(s) to pay the maintenance charges along with applicable taxes as determined by the Promoter or Resident's Welfare Association, as the case may be. The Promoter shall hand over the occupancy certificate of the Apartment to the Allottee(s) at the time of conveyance of the same. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The 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.

6.3 Handing over of Common Areas and Documents; After obtaining the occupancy certificate/completion certificate the building it shall be the responsibility of the Promoter/landowner to handover the necessary documents and plan, including Common Areas and Facilities of the Building to the Resident's Welfare Association within thirty days after obtaining the occupancy certificate /completion certificate of the building.

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

Provided that in case the Allottee(s) cancels/withdraws from the Building without any fault/ default of the Promoter, 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 interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoter to the Applicant(s) without any interest after the sale of Unit to a new allottee/ Allottee(s), from the amounts realised from the such new allottee/ Allottee(s).

6.5 Compensation: The Promoter/Landowner shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) due to defective title of the Scheduled Land,

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on which the Building is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this Clause shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails with the terms of this Agreement, duly completed within the stipulated tenure; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation or expiry of the registration under provisions of the Act; or for any other reason;

Provided that Promoter/Landowner shall not be responsible to compensate where the Promoter executed his work to his best of knowledge and has not concealed any material facts/ information from the Allottee(s) and his intention are not to be melafide and mislead in respect of defective tile of Scheduled Land.

6.6 The Allottee(s) shall be liable to pay from the date of issuance of the Offer Letter, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Built-up/Super Built Up Area of Unit to the Built-up /Super Built Up Area of all Apartments in the Building. If the Promote 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 interest computed at the Interest Rate 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.

7. 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 Promoter has the requisite rights to carry out development upon the Scheduled Land.
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Building.
- iii. There are encumbrances upon the Scheduled Land or the Building.
- iv. There are no litigations pending before any Court of law with respect to the scheduled Land, Building or the Unit.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Building, Scheduled Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter have been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Building, Unit and Common Areas and Facilities of the Building.
- vi. The Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.

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- vii. The Promoter have not entered into any agreement for sale and/ or development agreement or any other agreement or arrangement with any person or party with respect to the Scheduled Land, including the Building and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- viii. The Promoter confirms that the Promoter are 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 of the Unit the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Building shall be handed over to the Resident's Welfare Association.
- x. The Scheduled Land is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Scheduled Land.
- xi. The Promoter have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Building (except the taxes mentioned in Clause 6.6 which shall be paid according to the said Clause) to the competent authorities till Completion Certificate has been issued and possession of the Unit along with Common Area and Facilities of the Building (equipped with all specifications, amenities and facilities) has been offered to the Allottee(s) and Resident's Welfare Association, respectively.
- 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 by which rights of Allottee(s) in respect of the Scheduled Land and/ or the Building/Unit is being affected.
- xiii. The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement and/ or in the Unit, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only and in case of cancellation by any such Allottee(s) refund as per the terms of the Agreement shall be made only to the Allottee(s).

8. EVENTS OF DEFAULTS AND CONSEQUENCES,

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

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 6.1 above in this Agreement or fail to complete the Building within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Building with the Authority. For the purpose of this clause, 'ready to move in possession shall mean that the Unit shall be in a habitable condition which is complete

in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate or completion certificate, as the case may be, has been issued by the competent authority;

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

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

- i. Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; 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 with interest calculated at Interest Rate within forty-five (45) days of receiving the termination notice:
- iii. Provided that where an Allottee(s) does not intend to withdraw from the Building 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.

8.3 The Allottee(s) shall be considered having committed a default, on the occurrence of anyone 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 8.3 (i) above continues for a period beyond 2 months after demand notice from the Promoter in this regard;
- iii. after the issuance of Offer Letter as per Clause 6.2 failure on the part of the Allottee(s) to deposit the stamp duty/ registration charges/ any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- iv. after the issuance of Offer Letter as per Clause 6.2 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;

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- 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).

8.4 The Promoter's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 8.3 above shall be as follows:

- i. Upon occurrence of event of default mentioned in Clause 8.3(i) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- ii. Upon occurrence of event of default mentioned in Clause 8.3(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. 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 interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement.

8.5 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/ Allottee(s), from the amounts realised from such new allottee/ Allottee(s)::

- i. The interest and charges paid/payable by the Allottee(s) to the Promoter as per Clause 8.4(i) if applicable;
- ii. all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit;
- iii. The Earnest Amount;

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

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9.MAINTENANCE OF THE BUILDING:

- 9.1.1 That until the handover of the Common Areas and Facilities of the Building to the Resident's welfare Association in accordance with the Act, the Promoter shall maintain the Common Areas and Facilities. The cost of such maintenance has been included in the Total Price of the Apartment/Unit.
- 9.2 That a Resident's Welfare Association of allottee(s) of Apartments in the Building shall be formed with the main object to take over the responsibility of maintenance/management of Common Area and Facilities of Building and with such other object or purpose and in such manner and to such extent as the Promoter and/or Resident's Welfare Association may decide from time to time keeping in view the best interest of the allottees of apartments in the Building. The allottee(s) of all the Apartments of Building shall become the members of the Resident's Welfare Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Resident's Welfare Association. Until the formation of the Resident's Welfare Association under the Applicable Laws, the Promoter itself or through maintenance agency shall maintain the Common Areas and Facilities of the Building and shall have all the rights and authorities of the Resident's Welfare Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities of the Building. The Promoter shall handover the management/ maintenance of the Common Areas and Facilities of the Building upon formation of the Resident's Welfare Association under the Applicable Laws to the Resident's Welfare Association, and the Resident's Welfare Association will take care of the Common Areas and Facilities of the Building.
- 9.3 The Promoter shall transfer the IFMD to the Resident's Welfare Association without any interest to the Association.
- 9.4 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft Bye-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Facilities of the Building Resident's Welfare Association as per the Act, it shall be the sole responsibility of the Resident's Welfare Association, to run and maintain the Common Areas and Facilities of Building, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of Building 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 Resident's welfare Association, from time to time & regularly.
- 9.5 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Building shall be subject to timely payment of total maintenance charges along with applicable taxes if any, as determined and thereafter billed by the Resident's Welfare Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Resident's welfare Association from time to time.
- 9.6 Allottee(s) shall be bound by all the terms and conditions of Bye-Laws, maintenance agreement and any other agreement entered by the Resident's welfare Association and any decisions taken by the Resident's Welfare Association as per its Bye -Laws.

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10. 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, 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. The time limit of removal of defects will be extended accordingly as per the policy /availability of repairing agency/mechanic. 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. The time limit of removal of defects will be extended accordingly the

11. INDEMNIFICATION

- i. 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 default/delay on the part of the Promoter and/ or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in Clause 20 and/ Or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 20 and/ or (vii) termination of this Agreement by the Promoter due to any default/ delay on the part of the Allottee(s).
- ii. The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement
- iii. 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.

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12. 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.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/Resident's Welfare Association shall have right of unrestricted access of all Common Areas and Facilities of the Building for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/Resident's Welfare 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.

In case non availability of allottee(s) or emergency, key officer's/(5) five members of the RWA or its nominees can enter into the locked flat by removing the lock and repair the defects. During the course of entry and repair of defect, due care will be taken by the officers, members or nominee.

14. DISCLOSURE :

That the Allottee has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Rajasthan in this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc. Although he shall have the right to inspect the construction at reasonable time but shall not be entitled to make any claims against the Promoter in respect of the construction work after taking the possession of the Apartment/ unit.

15. SIGNAGE :

The Promoter shall be entitled to display neon or other signboards, advertisements at the roof, on the exterior of the Building/ Complex, and common area and use such open, free space for brand promotion etc. The Allottee shall not be entitled to put its hording / signboard or permit other persons to put their hoardings within and/or outside the Building/Complex.

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16. USAGE:

Use of service areas: The service areas (Excluding service area of limited Common area) , if any, as located within the Building, shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG. Set space, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per Approved Plans. The Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and such earmarked spaces shall be reserved for used by the Resident's Welfare Association for rendering maintenance services.

The Promoter has earmarked parking space for the Allottee(s) as detailed and set out in **Schedule-I** for proper management and utilization of parking area of the Building and map of earmarked parking space has been annexed herewith as **Annexure-III**.

17. GENRAL COMPLIANCE WITH RESPECT TO THE UNIT:

- a) **ASSIGNMENT** : The Allottee(s) shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The nominee(s) shall be bound by the terms and conditions of this Agreement. The ALLOTTEE(s) assures that the Promoter shall not be liable on any account, whatsoever, in respect of any transaction between the ALLOTTEE and his/ her nominee(s). It is distinctly understood by the ALLOTTEE that upon such transfer, the ALLOTTEE(s) shall no more be entitled to any privileges and facilities, if any, available in the said Flat arising from the allotment of the said Flat. The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.
- b) That if the Allottee(s) wishes to assign the booking/ allotment in favour of another person, the transfer will be allowed only after payment of Rs. 150/- per sq. ft. as transfer fee plus applicable taxes. In case of such transfer, the Allottee(s) shall be solely responsible for all the cost and expenses, including, income tax, stamp duty and registration charges, etc. in respect of such transfer.
- c) The Allottee and the persons to whom the Flat is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and/ or its nominee may ask it to do from time to time which are required under the Act. Such transfer shall be done only after receipt of No Objection Certificate from the Promoter/ Maintenance Society. In case any government taxes, cess, levy, duty is payable in such respect, the Allottee shall be solely liable to pay such government taxes, cess, levy, duty etc.
- d) The Allottee(s) shall be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expenses.

For MANGALMURTI RESIDENCY


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- e) RESIDENTIAL USE : The Allottee shall use the said Apartment only for the residential purpose. Since the captioned building is a Group housing building and the Allottee is well aware of this fact, The unauthorized change of use would not only ruin the image of the Building/ Apartment, but also would adversely prejudice the rights and interests of other Allottee(s) of the Building/ Apartment. The same would also seriously impair the cleanliness of the Building/ Apartment and would create hurdles in its maintenance. The Allottee(s) shall not use the flat for any type of commercial activities i.e office, go-down, shops, online marketing office, professional services office etc.
- f) Subject to clause 9 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- g) That the said ownership rights in the said Flat have been agreed to sold to the Allottee only for the specified purpose of being used as Residential purpose which shall never be used for other purposes or for noisy, offensive ,obnoxious ,immoral or for any illegal purposes. The Allottee has other specifically agreed that he shall not himself use or permit any other person to use the said premises for the purpose other than that for which said property has been sold to him. In the case of violation of this condition the promoter shall be entitled to take steps to enforce the conditions laid down in this clause apart from the promoters right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the promoter may decide for restraining the Allottee from making a use prohibited by this Agreement.
- h) That the Allottee shall have no right to put or fix or stone any kind of thing, article or goods in the common area/common parts, streets , passages, pavements, open compound or any other common place or space owned by the Promoter/RWA and the Promoter/RWA shall be entitled to remove the same without giving any notice to the Allottee and to take them in custody at the cost, risk and responsibility of the Allottee. The Promoter shall have the authority to forfeit and/ or dispose of the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods/things.
- i) 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/ resident association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Resident's Welfare 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).

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- j) The Allottee(s) recognizes that the Unit is being serviced by the Resident's welfare Association and that any external agency would be detrimental to the interest of the Unit's/Building's maintenance and upkeep. However, the Resident's Welfare Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Building.
- k) 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 Resident's Welfare Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Building.
- l) 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.
- m) It is in the interest of the Allottee(s), to help the Resident's Welfare Association in effectively keeping the Unit and/ or the Building secured in all ways, For the purpose of security, the Resident's Welfare Association would be free to restrict and regulate the entry of any visitor or visitors into the building/ Building.
- n) 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 Building or for any illegal or immoral purpose.
- o) 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 and shall dispose the waste by following the waste disposal mechanism of the building.
- p) 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/Building in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said building/Building and/ or the Unit.
- q) 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.
- r) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Resident's Welfare Association and/or maintenance agency appointed by the Resident's Welfare 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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- s) 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/Resident's Welfare Association and the Promoter/Resident's Welfare Association may permit the same subject to appropriate conditions. The allottee(s) has carry out the said work during morning 9 AM to evening 6PM without making nuisance to the neighbours and other association members and has to pay electric charge according to separate meter which will be installed by the Promoter/Resident's Welfare Association on the cost of Allottees(s).
- t) The Allottee(s) shall not be permitted to close/ cover the verandah or balconies or common passages or common corridors or staircase even if particular floor(s) are occupied by the same party.
- u) The Allottee(s) agrees that he shall not hang from or attach to the beams or rafters which are heavy or can or are likely to affect, endanger or damage the construction of the Building/Complex.
- v) That the promoter will shortlist some agencies/suppliers of various services such as DTH, telephone line, Broad band, internet services or any other service which may come later, the Allottee(s) agrees and acknowledge that he/she shall be hire/purchase/avail services and equipment from the shortlisted agencies/suppliers only after paying the requisite charges. The Allottee(s) shall not be allowed to hire/purchase/avail services and equipment from the any other shortlisted agencies/suppliers.
- w) That the Allottee(s) shall permit the Promoter/Resident's Welfare Association or its nominee and their surveyors and agents with or without workmen at all reasonable times to enter into the Unit to examine the state and conditions thereof and the Allottee(s) agrees to make good within one (1)month of dispatch of notice, all defects, delays and repairs pertaining to which such notice in writing has been given by the Promoter/Resident's Welfare Association to the Allottee(s).
- x) The Allottee(s) shall be liable to pay proportionate common electric charges and water charges from the date of offer of possession in proportion to the area owned by them or occupied by them.

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

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

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19. ADDITIONAL CONSTRUCTIONS:

ADDITIONAL CONSTRUCTIONS: The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Building 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.

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON UNIT.

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 Building, 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 allottees.

21. 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 payment 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 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 this registrations and rectifying the which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), applications of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith deducting the booking amount equivalent to 10% of Basic Sales Consideration or earnest Money shall be returned to the Allottee(s) without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

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

23. RIGHT TO AMEND:

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

For MANGALMURTI RESIDENCY

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24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE(S)/ SUBSEQUENT ALLOTTEE(S):

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 Building shall equally be applicable to and enforceable against and all occupants, tenants, licenses and/or subsequent allottee(s)/assignees/ nominees/ endorsers / family members of the Allottee(s) of the Unit in case of a transfer, as the said obligations go along with the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and / or subsequent allottee(s)/ assignees / nominees / endorsers/ family members of the Allottee(s) in the Unit is permissive or hostile.

25. 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.

26. REFUND OF AMOUNTS PAID DURING DEVELOPMENT

The Promoter shall be solely entitled to refund of all amounts/ deposits paid by the Promoter to various authorities in respect of the Building.

27. WAIVER NOT A LIMITATION TO ENFORCE:-

- 27.1 The Promoter may, at their sole option and discretion, without prejudice to their rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and / or binding on the Promoter to exercise such discretion in the case of other Allottee(s).
- 27.2 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.

28. 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

For MANGALMURTI RESIDENCY
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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.

29. 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 allottee(s) in the Building, the same shall be the proportion which the Built-up Area plus open terrace plus limited common area of the Unit bears to the total Built Up Area plus open terrace plus limited common area of all the Apartments in the Building, as the case may be.

30. 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.

31. 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, Land Owner and the Allottee(s), after the Agreement is duly executed by the Allottee(s), the Promoter or simultaneously with the execution, this Agreement shall be registered at the office of the Sub-Registrar at Udaipur District, if necessary, (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Udaipur.

32. NOTICES:

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

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.

For MANGALMURTI RESIDENCY

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

34. 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).

35. SAVINGS:

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

36. 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.

37. 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 obligation 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 there under or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

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For MANGALMUR RESIDENCY

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

Passport size photographwith signature across the Photograph	Passport size photographwith signature across the Photograph	Passport size photographwith signature across the Photograph
(First- Allottee)	(Second- Allottee)	(Third- Allottee)
Signature	Signature	Signature
(Name):	(Name)	(Name)
(First-Allottee)	(Second-Allottee)	(Third- Allottee)

For MANGALMURTI RESIDENTS

Authorized Signatory



Promoter For and on behalf of MANGALMURTI RESIDENCY BUILDING
Name: MR. RAMSURESH YADAV Name: MR. SURESH KUMAR UPADHYAY
Signature
Designation: OWNERS/PROMOTORS

WITNESSES
Signature
Name
Address
Signature
Name
Address

For MANGALMURTI RESIDENCY

Authorized Signatory

SCHEDULE-A

(Description of Scheduled Land of total building)

ALL that the building Land is situated at Bhuwana Khasra No. 1127 to 1131,1134,1135 admeasuring around 14611.18 square ft.

The above Land is bounded as under:

In the	EAST	:	Plot no. 16
	WEST	:	Plot no. 19
	SOUTH	:	Plot no. 7 & 8
	NORTH	:	40 ft. Road

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

4. Other details of the location of the Building:

5. Location Map

For MANGALMURTI RESIDENCY

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SCHEDULE-B

(Address where notice(s) is to be posted)

MANGALMURTI RESIDENCY	Allottee(s)
RAMSURESH YADAV:-	
SURESH KUMAR UPADHYAY:-	

SCHEDULE-C

(Description of the Unit)

- (i) Flat No. _____;
- (ii) Floor No _____ of the Building;
- (iii) Carpet Area _____ sq. ft. and exclusive balcony area, Limited Common Area and Common Facilities, of _____ sq.ft.;
- (iv) Built up Area _____ sq.ft.;
- (v) Terrance area _____ Sq ft

SCHEDULE-D

(Details of Advance Payment)

The Allottee(s) has paid Rs. _____/- (Rupees _____ only) to the Promoter as advance at the time of booking vide application/booking form no. _____ dated _____.

SCHEDULE-E

(Payment Details)

➤ Details of Basic Sale Consideration and Additional Payments:-

The basic sale consideration of the Unit is Rs. _____/- (Rupees _____ only), including consideration for exclusive balcony, terrace, limited common area ("Basic Sale Consideration").

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

The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit is Rs. _____/- (Rupees _____ only) ("Total Payable Amount").* (For Other Charges Refer notes as mentioned below)

FOR MANGALMURTI RESIDENCY

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***Other Charges:**

Maintenance Deposit:- Rs. _____ /-(Rupees _____)

Parking Charges:- Rs. _____ /-(Rupees _____)

GST:- Rs. _____ /-(Rupees _____)

Others (if any _____):- Rs. _____ /-(Rupees _____)

SCHEDULE-F**Payment Plan****Balance Consideration:-**

The Allottee(s) hereby agrees to pay balance amount of Rs. _____ /-
 (Rupees _____ only) of
 the Total Payable Amount in the following manner:-

SCHEDULE-G

(Specifications, facilities, amenities which are part of the Unit which shall be in conformity with the advertisement by the promoter at the time of booking of the Apartments in the Building)

SCHEDULE-H

(Specifications, Salient Features, facilities, amenities, internal/external development works etc., which are part of the Building which shall be in conformity with the advertisement, brochure etc circulated by the promoter at the time of booking of the Apartment in the Building)

SCHEDULE-I

Earmarked Parking detail and Map for Allottee(s)

Garage/covered parking _____	Price for (in Rs. _____)
------------------------------	--------------------------

Note:

- (i) The Parking space will marked at the time of execution of conveyance deed with the Allottee(s),
- (i) Allotment of parking number is the sole discretion of the Promoter and shall be binding to the Allottee(s).
- (ii) In case there is non-availability of covered parking, the promoter can allot the parking space in

For MANGALMURTI RESIDENCY

any area including open car park area, The decision of the Promoter shall be final and binding to the Allottee(s). Due to changes in category of parking area the Promoter will refund/recover the excess/deficit amount accordingly to the Allottee(s).

SCHEDULE-J

(Detailed Plan of Development Works to be undertaken)

SCHEDULE-K

(Details of specification of Material used in construction)

ANNEXURE-1

Approved layout plan of the Building

ANNEXURE-II

Layout Plan of Unit

ANNEXURE-II

Earmarked Parking Space

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