



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Rajasthan

e-Stamp

Certificate No. : IN-RJ32216887589568W
Certificate Issued Date : 22-Feb-2024 05:41 PM
Account Reference : NONACC (SV)/ rj3060104/ BHIWARI/ RJ-AL
Unique Doc. Reference : SUBIN-RJRJ306010451682376336797W
Purchased by : MGI Infratech Pvt Ltd
Description of Document : Article 4 Affidavit
Property Description : Flat No-312 3rd Floor, US Complex Opp Apollo Hospital Mathura Road, Sarita Vihar, New Delhi-110076
Consideration Price (Rs.) : 0
 (Zero)
First Party : MGI Infratech Pvt Ltd
Second Party : Na
Stamp Duty Paid By : MGI Infratech Pvt Ltd
Stamp Duty Payable (Rs.) : 50
 (Fifty only)
Surcharge for Infrastructure Development (Rs.) : 5
 (Five only)
Surcharge for Propagation and Conservation of Cow (Rs.) : 5
 (Five only)
Surcharge for Relief from Natural and Man-made Calamities (Rs.) : 5
 (Five only)
Stamp Duty Amount(Rs.) : 65
 (Sixty Five only)



Sign./Thumb. Attested
(as Identified)

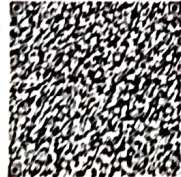
Notary Public Distt. Alwar

22 FEB 2024

For MGI Infratech Pvt Ltd

Authorised Signatory

EXECUTANT



IRID

0027208852

Statutory Alert:

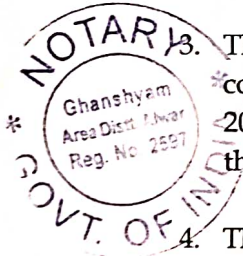
1. The authenticity of this Stamp certificate should be verified at 'www.shrestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Declaration Regarding Agreement for Sale

I, Ishan Bhatnagar Son of Shri Surendra Mohan Bhatnagar aged about 34 Years R/o 504, Tower - 7, Uniworld Garden, Sohna Road, Subhash Chowk, Sector - 47, Gurgaon, South City II, Haryana 122018 promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That the Agreement for Sale / Builder Buyer agreement of our project "Mega County Township - Phase-II" situated at Khasra No. 193, 191, 509/204, 510/205 of Village Chanwadi Khurd, Tehsil Tijara, District Alwar State Rajasthan is in accordance with the Rajasthan Real Estate (Regulation & Development) Rules, 2017.
2. That none of the terms and conditions of the Agreement for Sale presented by us violate the laws and rules of the Rajasthan Real Estate (Regulation & Development) Act, 2016 and the Rajasthan Real Estate (Regulation & Development) Rules, 2017.
3. That in case, if any condition mentioned in the Agreement for Sale is in contravention with the Rajasthan Real Estate (Regulation & Development) Act, 2016 and the Rajasthan Real Estate (Regulation & Development) Rules, 2017, in that case provision of Act and Rules shall prevail.
4. That if any contradiction arises in future "MGI INFRATECH PRIVATE LIMITED" will be responsible for it.



For MGI INFRATECH PRIVATE LIMITED
For MGI Infratech Pvt. Ltd.

Authorized Signatory

EXECUTANT

Sign./Thumb. Attested
(as Identified)

Notary Public Distt. Alwar

22 FEB 2024

Identified by

FORM-G
[see rule 9]
Agreement for Sale

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

Authorized
signatory of
Promoter
with signature
across the
photograph

This **AGREEMENT FOR SALE** (hereinafter referred to as "**Agreement**", which expression shall include the Schedule(s) hereof and all amendments to be made from time to time) is executed at _____ on this _____ day of _____ by and between:

1. Parties to this Agreement:

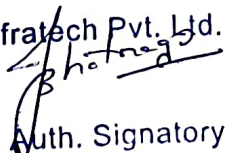
M/S MGI INFRATECH PRIVATE LIMITED, CINU70102DL2014PTC272054, a company incorporated under the provisions of the Companies Act, 1956 having its principal place of business at Flat No. 312, 3rd Floor, U.S. Complex Opp. Apollo Hospital, Sarita Vihar, South Delhi - 110076 (PAN AAJCM4213H), represented by its Director Mr. Ishan Bhatnagar (Aadhar Number XXXX XXXX 5578), hereinafter referred to as the "**Promoter**" or "**Seller**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Promoter and its assignees, legal successor(s) in interest) of the ONE PART.

AND

[if the allottee is an individual]

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

For MGI Infratech Pvt. Ltd.


Auth. Signatory

successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

Or

[if the allottee is a partnership firm]

M/s a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle 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 the said Allottee, their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the OTHER PART.

Or

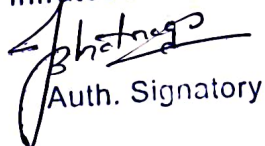
[if the allottee is a company] M/s.....(CIN No.....) a Company incorporated under the provisions of the Companies Act, 1956 / 2013 having the registered office atand its PAN is..... through Mr.(Aadhar No.....), its authorized signatory who has been duly empowered vide Board Resolution dated (hereinafter 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 the said Allottee, their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

Or

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

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

1. INTERPRETATIONS/ DEFINITIONS:

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

- a. "Act" means the Real Estate (Regulation and Development) Act, 2016;
 - b. "Interest" means the interest payable at the rate specified in rule 17 of the rules;
 - c. "Para" means a Para of this Agreement;
 - d. "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act.
 - e. "Regulation" means the Regulation made under the Act as amended from time to time.
 - f. "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017 as amended from time to time.
 - g. "Schedule" means the Schedule attached to this Agreement.
 - h. "Section" means the section(s) of the Act.
2. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT

- A. The Promoter is in lawful possession of the land situated at Khasra No. 193, 191, 509/204, 510/205 of Village Chanwadi Khurd, Tehsil Tijara, District Alwar State Rajasthan - 301411 with a total area admeasuring of 23834 square meters (hereinafter referred to as "Project Land") and more fully described in Schedule 1.

For MGI Infotech Pvt. Ltd.


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B. The owner of the Project land is M/s Mega County Township Private Limited. The land bearing Khasra No. 193 and 191 was purchased by the owner from M/s AVS Contractors Private Limited vide registered sale deed dated 06.03.2013 duly registered before the office of Sub Registrar Tijara (Alwar) in their records in Book no. 1 Jild No. 395, Page No. 152, Sr. No. 2013000842 and Supplementary Book no. 1 Jild No. 800 Page No. 9 to 17 through its Power of Attorney Holder Shri Ujjwal Dhawan S/o Shri Vikram Dhawan residing at plot no. 1818, Sector 17-A, Gurgaon, Haryana.

The land bearing Khasra No. 204 and 205 was purchased by the owner from M/s AVS Contractors Private Limited vide registered sale deed dated 19.03.2013 duly registered before the office of Sub Registrar Tijara (Alwar) in their records in Book no. 1 Jild No. 396, Page No. 113, Sr. No. 2013001003 and Supplementary Book no. 1 Jild No. 803 Page No. 62 to 70 through its Power of Attorney Holder Shri Ujjwal Dhawan S/o Shri Vikram Dhawan residing at plot no. 1818, Sector 17-A, Gurgaon, Haryana.

The land owner then applied for conversion of the Project land before the office of the District Collector, Alwar. After due process, the office of the District Collector, Alwar issued conversion order dated 28.08.2014 vide its order reference no. P.12-3 Raj/Bhu.Ru.(37-1)13/5012 in favour of the land owner.

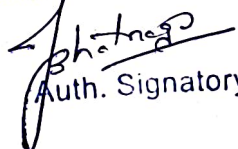
The land owner then entered into a notarised Development Agreement dated 28.07.2015 with the Promoter and subsequently executed a notarised power of attorney dated 31.08.2015 in favour of the Promoter.

That the Collector stamps initiated necessary proceedings against the land owner vide Complaint No. 119/2015 for recovery of stamp duty on execution of Development Agreement and subsequent power of attorney and directed the land owner vide its order dated 22.12.2016 to pay requisite stamp duty. The same was paid by the land owner vide challans dated 16.01.2017 and 31.01.2017.

Thus, the Project land has come legally into hands of promoter, M/S MGI Infratech Private Limited. Accordingly, the Promoter is in the lawful possession of the Project Land with legally valid documents.

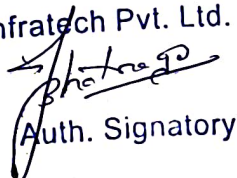
Thereafter, the layout plan of the Project Land was revised by the office of the District Collector, Alwar vide Agenda No. 2 of its letter dated 21.10.2020.

For MGI Infratech Pvt. Ltd.


Auth. Signatory

- C. The said Project land is earmarked for the purpose of Residential Project comprising of plots, and the said project shall be known as **"Mega County Township - Phase-II"**.
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- E. The District Collector, Alwar, has granted the commencement certificate i.e. Revised Map Approval to develop the Project vide its Approval Letter dated 22.10.2020. The copy of the same is enclosed in *Schedule 2*.
- F. There is no Encumbrance against the land situated at Khasra No. **193, 191, 509/204, 510/205** of Village **Chanwadi Khurd**, Tehsil **Tijara**, District **Alwar** State **Rajasthan-301411**.
- G. The Promoter has conceived, planned and is in the process of developing a real estate project known as **"Mega County Township - Phase-II"** after getting necessary permissions/ approvals from the concerned competent authorities and which is inter-alia comprising of plots and includes the common areas the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto on a piece and parcel of land admeasuring 23834square meters situatedat Khasra No. **193, 191, 509/204, 510/205** of Village **Chanwadi Khurd**, Tehsil **Tijara**, District **Alwar** State **Rajasthan-301411**and latitude and longitude of the end points of the Project location details are fully described in the *Schedule 1*.
- H. The Project has been registered with the Real Estate Regulatory Authority on _____ (date) and the Project Registration Certificate No. is _____. This registration is valid for a period of 4 years commencing from 01.11.2024and ending with 28.02.2026 unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.rera.rajasthan.gov.in) of the Authority.

For MGI Infratech Pvt. Ltd.

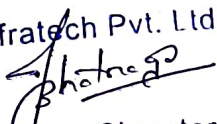

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- I. The Approved Layout Plan of the said Project has been sanctioned by the District Collector, Alwar vide its Letter dated 21.10.2020. A copy of the Layout Plan is enclosed as *Schedule 2*.
- J. The stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other internal/ external development works is as under:

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

- K. The Promoter has opened a separate account in **IDBIBank Limited** at **Gurgaon** for the purpose as provided in sub-clause (D) of clause (l) of sub-section (2) of section 4.
- L. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Plot, has applied for allotment and to purchase the Plot, the allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the Plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- M. The Allottee has applied for plot in the Project vide application no. dated and has been allotted plot no. measuring square meters, as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in *Schedule 3*).
- N. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

For MGI Infratech Pvt. Ltd.


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The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

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

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

1. TERMS

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter/Seller hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the plot.
- 1.2 The Total Price of the Plot is Rs. _____ (In words Rupees _____ only) ("Total Price")

Explanation:

- (i) The Total Price above includes the booking amounts of Rs. (Rupees...) paid by the allottee to the Promoter towards the Plot.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the plot to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

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

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (a) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Plot includes price of land, but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the plot, water line, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Plot and the Project.

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

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Project as per registration with the Authority, which shall

include the extension of registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

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

Stage of Development works and completion of the Unit	Percentage of the total price	Installment Amount in Rs.	Period within which the installment amount is to be paid by the allottee

- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ ____ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee(s) by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of amenities described herein at *Schedule 4* and *Schedule 5* (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Plot without the previous written consent of the Allottee(s) as per the provisions of the Act:

For MGI InfraTech Pvt. Ltd.


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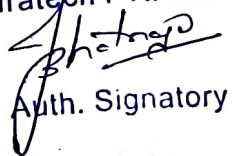
Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

1.7 Subject to Term No. 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Plot.
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Plot includes recovery of price of land, common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Plot, water line, maintenance charges as per Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Plot and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot.

1.8 It is made clear by the Promoter and the Allottee agrees that the Plot shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

For MGI Infratech Pvt. Ltd.


Auth. Signatory

1.9 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Plot to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/ dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

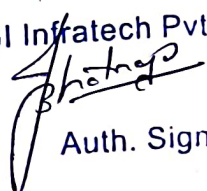
1.10 The Allottee has paid a some of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the payment plan at Term No. 1.4 above as may be demanded by the Promoter within the time and manner specified therein.

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

2 MODE OF PAYMENT: Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of **MEGA COUNTY TOWNSHIP PHASE II RERA COLLECTION A/C MGI INFRATECH PRIVATE LIMITED** payable at GURGAON.

For MGI Infratech Pvt. Ltd.

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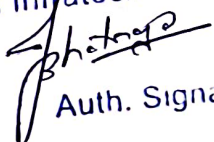
3 COMPLIANCE OF LAWS RELATING TO REMITTANCES :

- 3.1 The Allottee(s), if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

- 4 **ADJUSTMENT/ APPROPRIATION OF PAYMENTS:** The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee against the Plot, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5 TIME IS ESSENCE:

For MGI Infyatech Pvt. Ltd.


Auth. Signatory

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

6 CONSTRUCTION OF THE PROJECT:

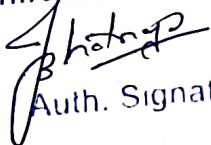
The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Plot and accepted the payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The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

7 POSSESSION OF THE PLOT:

7.1 *Schedule for possession of the said Plot:-*

The Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on **22.04.2025**, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that,

For MGI InfraTech Pvt. Ltd.


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in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

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

7.4 Possession to the Allottee:- After obtaining the occupancy certificate and handing over physical possession of the Plot to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan,

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including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

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

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

7.6 Compensation - The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Plot

- (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or
 - (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason;
- the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:
- Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Plot, which shall be

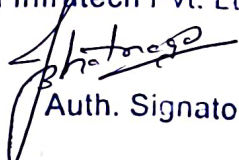
paid by the Promoter to the Allottee within forty-five days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

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

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- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the ScheduleProperty;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case maybe;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9 EVENTS OF DEFAULTS AND CONSEQUENCES :

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

- (i) The Promoter fails to provide possession of the Plot to the Allottee(s) within the time period specified in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Plot shall be complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

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

- (i) In case the Allottee(s) fails to make payments for 2 consecutive demands made by the Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

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

10 CONVEYANCE OF THE SAID PLOT:

The Promoter, on receipt of Total Price of the Plots per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy Certificate.

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

11 MAINTENANCE OF THE SAID PLOT/ PROJECT

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Plot.

12 DEFECT LIABILITY :

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

13 GENERAL COMPLIANCE WITH RESPECT TO THE PLOT

- 13.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Plot which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Plot, and keep the said Plot, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition.
- 13.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the

exterior of the Project, building therein or common areas. Further, the Allottee shall not store any hazardous or combustible goods in the Plot.

13.3 The Allottee further undertakes to take prior permission from the Promoter in respect of exterior elevation, driveway, entrance, etc. before commencement of construction of Plot.

14 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

15 ADDITIONAL CONSTRUCTIONS :

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

16 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

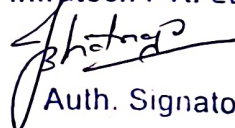
16A. THE RAJASTHAN APARTMENT OWNERSHIP ACT, 2015:

Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the Rajasthan Apartment Ownership Act, 2015 (Act No. 12 of 2019) and that the Promoter shall comply with the provisions of the said Act and rules and regulations made thereunder. The Promoter has further assured the Allottee(s) that the various other Acts, rules and regulations prevailing in the State of Rajasthan shall always be complied with by him in the Project.

17 BINDING EFFECT :

For MGI Infratech Pvt. Ltd.

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

18 ENTIRE AGREEMENT:

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

19 RIGHT TO AMEND:

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

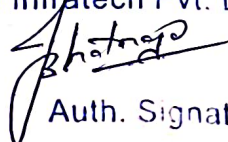
20 PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:

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

21 WAIVER NOT A LIMITATION TO ENFORCE:

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

21.2 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.

22 SEVERABILITY:

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

23 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

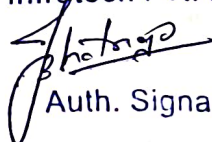
Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the carpet area of the Plot bears to the total carpet area of all the Plots in the Project.

24 FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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25 PLACE OF EXECUTION:

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

26 NOTICES

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

M/sMGI INFRATECH PRIVATE LIMITED	Allottee(s) name
Address.....	Address.....

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

27 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).

28 SAVINGS:

For MGI Infratech Pvt. Ltd.


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

29 GOVERNING LAW:

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

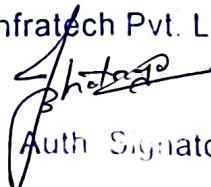
30 DISPUTE RESOLUTION:

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

NOTE- Any other terms and conditions as per contractual understanding between the Parties may be included. However, such terms and conditions should not be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provisions of the Act or the rules and regulations made thereunder. If any clause of the draft Agreement for Sale prepared and submitted by the Promoter at the time of registration of the project for public viewing or as actually executed between the Parties is found to be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provision of the Act or the rules and regulations made thereunder, such clause of the draft or any Agreement executed for Sale shall be deemed to be non-existent and in such case relevant terms and conditions set out herein as part of this Form and the relevant provisions of the Act and the rules and regulations made thereunder shall prevail over such clause and the Promoter shall bear the consequences thereof.

For MGI Infratech Pvt. Ltd.

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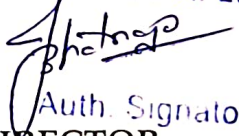

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IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale in the presence of attesting witness, signing as such on the day first above written.

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

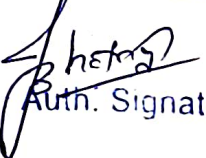
Passport size photograph with signature across the photograph (First- Allottee)	Passport size photograph with signature across the photograph (Second- Allottee)	Passport size photograph with signature across the photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)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

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

PROMOTER For and on behalf of M/sMGI INFRATECH PRIVATE LIMITED	
Name	ISHAN BHATNAGAR For MGI Infratech Pvt. Ltd.
Signature	 Auth. Signatory
Designation	DIRECTOR

For MGI Infratech Pvt. Ltd.

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WITNESSES-

1- Signature

Name-

Address-

2- Signature

Name-

Address-

Schedule-1

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

The piece and parcel of the piece of land admeasuring 23834 square meters situated at Khasra No.193, 191, 509/204, 510/205, Village Chanwadi Khurd, TehsilTijara, District Alwar State Rajasthan - 301411, Bounded on the:-

In North

In South

In East

In West

And measuring

North to South:As per Site Plan (enclosed)

East to West:As per Site Plan (enclosed)

Latitude/ Longitude of the end points of the Project

In North

In South

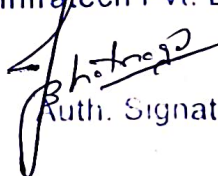
In East

In West

Other details of the location of the Project

Location Map

For MGI InfraTech Pvt. Ltd.


Ruth. Signatory

Schedule 2

LayoutPlan of the Project

Schedule 3

[Description of the Plot along with boundaries in all four directions]

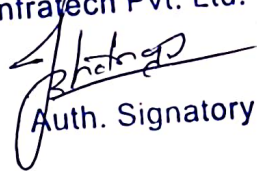
Schedule 4

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

Schedule 5

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

For MGI Infratech Pvt. Ltd.


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