

Affidavit

I, Rajesh Kumar Sharma Son of Shri Girdhari Lal Sharma aged 48 years R/o B-22, Hastinapur Vistar, Maharana Pratap Nagar, Panchyawala, Jaipur (Raj) duly authorized by the promoter, Manglam Build-Developers Limited, do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project 'Manglam's Grand City Ext. (Prime)' at Khasra No. 82 to 91, 100, 101, 101/726, 102 to 104, 104/724, 217 at Jhai, Sanganer, Jaipur (Raj.), Khasra No. 535, 536, 542 to 544, 546, 547, 549, 550, 552/1 at Narsinghpura, Sanganer, Jaipur (Raj.) and Khasra No. 459, 460, 461, 644 to 654, 679, 685, 688, 655/1, 656, 657, 662/1, 663/1, 664, 665/1853, 666/1, 674, 676/1, 687, 688/1857, 625/1851, 624, 623, 626, 796, 399, 2113/93, 816/1715, 818/1, 816, 817/1, 554, 555/1, 556, 562/1, 2111/162, 162/1701, 398, 354/2, 2112/162 at Mahapura, Sanganer, Jaipur State Rajasthan under the provisions of the Real Estate Regulation and Development Act, 2016 read with the Rajasthan Real Estate (Regulation and Development) Rules, 2017
2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft Agreement to Sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made there under.
4. That if any condition in the Agreement to sale is in contravention with the Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate Regulation and Development Rules, 2017, then in that case provision of the Act and Rules shall prevail.
5. That if any contradiction arises in the future, then M/s Manglam Build-Developers Ltd. Limited will be responsible for it.

ATTESTED

Authorised Signatory
Deponent

17 MAR 2020 NOTARY PUBLIC
JAIPUR DISTT (RAJ)

I, Rajesh Kumar Sharma Son of Shri Girdhari Lal Sharma aged 48 years R/o B-22, Hastinapur Vistar, Maharana Pratap Nagar, Panchyawala, Jaipur (Raj) do hereby verify that the contents in above paras of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at _____ on this _____ day of _____

ATTESTED

Authorised Signatory
Deponent

17 MAR 2020 NOTARY PUBLIC
JAIPUR DISTT (RAJ)

क्र.सं. 110 दि. 11 2 1920
 नाम. मंगलम बिल इवलयमि लि.
 पिता/पति का नाम.
 निवासी. ओपेक्स मॉल ग्रेक रोड जयपुर
 मुद्रांक का मूल्य. 50/- वास्ते शफ्त-फा

ह. मुद्रांक विक्रेता
 पंकज अग्रवाल
 ला. स्टाम्प विक्रेता
 2/6 खेतडी हाऊस चांदपोल गेट
 के बाहर, जयपुर
 ला.नं. 20/2019

राजस्थान स्टाम्प अधिनियम 1996 के अन्तर्गत	
स्टाम्प राशि पर प्रमाणित अधिभार	
1. आचारभूत अयसरसना सुविधाओं हेतु	
(भाग 3 की 10% रूपरे)	5/-
2. गैर और उत्तरी गैरस के संचालन और संवर्धन हेतु	
(भाग 8 की 10% रूपरे)	5/-
कुल योग	10/-
हरताक्षर स्टाम्प वेण्डर	

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

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

Agreement for Sale

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:

Manglam Build-Developers Limited (CIN: U45201RJ2008PLC026256) a limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office situated at 6th Floor, Apex Mall, Lal Kothi, Tonk Road, Jaipur (Raj.) its PAN: AAFCM4862Q represented by its authorised signatory Shri (Aadhar No., PAN:)
authorized vide Board resolution dated, 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**.

For Manglam Build Developers Ltd.


Authorised Signatory

OR

Dove Promoters Private Limited (CIN: U45201DL2004PTC128386) a private limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office situated at 306-308, Square One, C-2, District Centre, Saket New Delhi South Delhi its PAN: AACCD0845R represented by its authorised signatory Shri (Aadhar No., PAN:), authorized vide Board resolution dated, hereinafter referred to as the "**Seller**" (*which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said seller and its assignees, legal successor(s) in interest*) of the **ONE PART**.

[Any one of the above]

AND

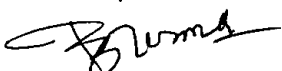
[if the allottee is an individual]

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 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 / having its 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**.

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 -

1.1. "**Act**" means the Real Estate (Regulation and Development) Act, 2016;

1.2. "**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,

For Manglam Build Developers Ltd.

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Authorised Signatory

Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Jaipur Development Act, 1959, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement applicable to the development/ construction/ sale of the said Project.

- 1.3. **"Approved Plans"** shall mean and include the layouts and plans duly approved and sanctioned by competent authority on the basis of which said Project is to be developed along with any/all variations/amendments/changes to be made by the Promoter as per the Applicable Laws and provisions of the Act and rules and regulations thereon.
- 1.4. **"Association of Allottees (AOA)/ Maintenance Society"** shall means and includes the Maintenance Society/Association/Society, by whatever name called, of the allottees of the Units in the scheduled land, which shall be formed or to be formed by the owners as per the requirement of clause (e) of sub section (4) of section 11 of the Act for the management/maintenance of Common Area Facilities in the Project.
- 1.5. **"Authority"** shall mean the Real Estate Regulatory Authority.
- 1.6. **"Completion Certificate"** means the completion certificate or such certificate, by whatever name called, issued by the competent authority or by empanelled architect certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- 1.7. **"Earnest Money"** shall mean 10% of total price of the Unit.
- 1.8. **"Interest Rate"** means the rate of Interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be State Bank of India Highest Marginal cost Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.

- 1.9. **"Manglam's Grand City Ext. (Prime)"** shall mean 1044 units constructed and developed on the portion of the Scheduled Land comprising of plots/units, common areas and facilities thereon.
- 1.10. **"Para"** means a Para of this Agreement;
- 1.11. **"Project Land"** shall mean land admeasuring 203850.00 Sq. Mt. forming part of Scheduled Land, on which the Manglam's Grand City Ext. (Prime) is being developed.
- 1.12. **"Scheduled Land"** shall mean land admeasuring 218350 Sq. Mt., situated at Khasra No. 82 to 91, 100, 101, 101/726, 102 to 104, 104/724, 217 at Jhai, Sanganer, Jaipur (Raj.), Khasra No. 535, 536, 542 to 544, 546, 547, 549, 550, 552/1 at Narsinghpura, Sanganer, Jaipur (Raj.) and Khasra No. 459, 460, 461, 644 to 654, 679, 685, 688, 655/1, 656, 657, 662/1, 663/1, 664, 665/1853, 666/1, 674, 676/1, 687, 688/1857, 625/1851, 624, 623, 626, 796, 399, 2113/393, 816/1715, 818/1, 816, 817/1, 554, 555/1, 556, 562/1, 2111/162, 162/1701, 398, 354/2, 2112/162 at Mahapura, Sanganer, Jaipur State Rajasthan on which the Whole Project is being developed and is demarcated and shown in **Schedule 1 Part A**.
- 1.13. **"Regulation"** means the Regulation made under the Act as amended from time to time.
- 1.14. **"Rules"** means the Rajasthan Real Estate (Regulation and Development) Rules, 2017 as amended from time to time.
- 1.15. **"Schedule"** means the Schedule attached to this Agreement.
- 1.16. **"Section"** means the section(s) of the Act.
- 1.17. **"Whole Project"** shall mean the township project comprising of 1110 plots/units and other amenities and facilities etc. constructed / to be constructed in different phases upon the Scheduled Land.

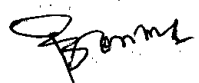
The words and expressions used herein but not defined in this Agreement and defined in the Act or in any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

2. WHEREAS THE PROMOTER DECLARES THAT

- 2.1. The Promoter 'Manglam Build-Developers Limited', M/s Dove Promoters Pvt. Ltd., Mr. Ghasi Ram and Mr. Ram Lal Verma owns Project land under Khasra no. 535, 536, 542 to 544, 546, 547, 549, 550, 552/1 at Village Narsinghpura, Sanganer, Jaipur, Khasra no. 459, 460, 461, 644 to 654, 679, 685, 688, 655/1, 656, 657, 662/1, 663/1, 664, 665/1853, 666/1, 674, 676/1, 687, 688/1857, 625/1851, 624, 623, 626, 796, 399, 2113/393, 2111/162, 816/1715, 818/1, 816, 817/1, 554, 555/1, 556, 562/1, 354/2, 162/1701, 398, 2112/162, 354/2 at Village Mahapura, Sanganer, Jaipur, Khasra No. 82 to 91, 100, 101, 101/726, 102 to 104, 104/724, 217 at Village Jhai, Sanganer, Jaipur. The total project land is 21.8350 Hectare. The location details of the project land is fully described in the **Schedule 1**
- 2.2. M/s Dove Promoters Pvt. Ltd and Manglam Build-Developers Limited entered into Joint Development Agreement on 16th July, 2019 for developing land of M/s Dove Promoters Pvt. Ltd admeasuring 14.025hectare in Village Mahapura and Narsinghpura, Ajmer road, Jaipur, Rajasthan on area sharing basis and on the terms and conditions as enumerated therein. The said Development agreement has been duly registered with the sub-registrar, Jaipur.
- 2.3. Further, Promoter 'Manglam Build-Developers Limited', M/s Dove Promoters Pvt. Ltd., Mr. Ghasi Ram and Mr. Ram Lal Verma jointly applied for conversion of the project land with Jaipur Development Authority (JDA) and the same was approved by JDA vide letter dated LU2012/JDA/2019-20/100272 dated 03.12.2019.
- 2.4. The township/plotted scheme on the scheduled land was approved by JDA and the site plan of the said project has been sanctioned by Jaipur Development Authority vide its Letter No. Online-20 (1219049) JDA/Zone-11/2020/D-662 dated 17.03.2020.
- 2.5. Further, the plots under the whole project was divided among Promoter 'Manglam Build-Developers Limited', M/s Dove Promoters Pvt. Ltd., Mr. Ghasi Ram and Mr. Ram Lal Verma. Thus, the promoter/seller is absolute owner and in possession of total — developed plots in the project 'Manglam's Grand City Ext. (Prime)'.

For Manglam Build Developers Ltd.

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Authorised Signatory

- 2.6. The Promoter/Seller is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Seller regarding the total __ developed plots in said project land on which the said Project is to be constructed have been completed.
- 2.7. Except as disclosed under this Agreement, the Project Land is free from all encumbrances.
- 2.8. The Project has been registered with the Authority on ____ (date) and the Project Registration Certificate No. is __. This registration is valid for a period upto __ years commencing from __ and ending with __ unless extended by the Authority. The details of the Promoter/Seller and Project are also available in the website (www.rera.rajasthan.gov.in) of the Authority.
- 2.9. Approval of specifications of the said project and permission of development of project was granted by Jaipur Development authority and layout plans were also released.
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 layout plan alongwith with development permission is attached herewith as Annexure I.
- 2.10. The detail of site plan of the plot no. _____ is attached as Annexure II.
- 2.11. The detail of the plan of development works to be executed in the proposed Project as per Township Policy, 2010, the proposed facilities to be provided thereof as provided under clause (e) of sub-section (2) of section 4, are- Roads, Street Lights poles, demarcation of plots, park development and all other work as per Township Policy, 2010
- 2.12. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are - Road network, well lit approach roads to all units and landscaped roads and park

For Manglam Build Developers Ltd.


Authorised Signatory

2.13. The details of other external development works to be taken for the Project:
Not Applicable.

2.14. The detail of specifications of material used in construction- all the material
will be of good quality.

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

S.No.	Date by which the works are proposed to be completed	Detail of work to be completed
1	31.12.2022	Water supply, Electricity, Roads and park development with plantation

2.16. Fire NOC for the Said Project: Not Applicable

2.17. The NOC related to Airport Authority of India: Not Applicable

2.18. Environmental Clearance from the department concerned: Not available

2.19. The Promoter has opened a separate account in **State Bank of India** at Tilak
Marg, Jaipur branch for the purpose as provided in sub clause (D) of clause (I)
of sub-section (2) of section 4.

2.20. The Allottee(s), being aware of the Project and details given in the
advertisements about the said Project made by the Promoter/Seller and, has
applied for allotment and to purchase a Unit. The Allottee(s) has also
deposited as an advance payment / booking amount as per **Schedule 2 Part B**
including application fee (not being more than 10% of the cost of the
unit/unit 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.
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 this

Agreement. 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/Seller and the Allottee(s).

- 2.21. The Promoter/seller has made full and true disclosure of the title of the said project as well as the encumbrances. The Promoter has also disclosed to the Allottee(s) nature of its right, title and interest or right to construct said project. Promoter has given inspection to the Allottee(s), of all the documents of title relating to the said Project and also the plans of the said project and of such other document as are specified under the Act, rules and regulations made there under.
- 2.22 The Promoter herein has requested to the Allottee(s) to carry out independent search by appointing their own attorney/advocate and to ask queries regarding the marketable title, rights and authorities of the Promoter.
- 2.23 The Allottee(s) has satisfied himself in respect of marketable title, authorities, all the facts and rights of the Promoter as described in this Agreement. The Allottee(s) hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the said project land and to enter into this Agreement. At any stage during the implementation of the scheme, the Promoter shall be at liberty to sell, assign or transfer or mortgage or otherwise deal with its title and interest in the said project land and said project to be constructed without affecting the rights granted in favor of the Allottee(s) in respect of the Unit agreed to be purchased by him as per the terms of this Agreement.
- 2.24 That the Allottee(s) understands that the Promoter is undertaking this Project as per the Applicable Laws, notifications, rules and regulations applicable to the said project land and also understands the limitations and obligations of the Promoter in respect of it.
- 2.25 The Allottee(s) has applied for a plot/unit in the Project and has been allotted plot/unit as permissible under the applicable law and of pro-rata share in common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Plot/Unit") more particularly described in *Schedule 1 Part B* and the floor plan of the Unit is annexed hereto and marked as *Annexure 2*.

For Manglam Build Developers Ltd.


Authorised Signatory

- 2.26 The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Said Project.
- 2.27 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;
- 2.28 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 Unit.

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

1. TERMS

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter/Seller hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Plot/Unit.
- 1.2 The Total Price for the Plot is more particularly described in *Schedule 2 Part A*.
- 1.3 The Total Price above includes the booking amount paid by the Allottee to the Promoter.
- 1.4 The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and GST, 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 unit 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;

- 1.5 All other charges such as documentation charges, stamp duty, registration charges, Society Registration Charges etc. which are specifically to be paid with reference to this Agreement and any subsequent agreement/deed to be entered in this respect, do not form part of the Total Price and shall be paid by the Allottee(s) in addition to Total Price.
- 1.6 The Promoter shall periodically intimate to the Allottee(s) through E-Mail / written Notice by Registered AD the amount payable as stated in **Part A Schedule 2** and be paid in the manner provided in **Part B Schedule 2** hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.7 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/ taxes/ levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

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

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

1.9 The Promoter has already received an advance/ booking amount from the Allottee(s) as mentioned in Part A of Schedule 2 and the Allottees(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan given in Part B Schedule 2 attached hereto.

Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this Agreement, he shall be liable to pay Delay Payment Charges. The Allottee is aware that the taxes including GST shall be payable in addition to the Delay Payment Charges for delay in payment of any due amount under this Agreement.

1.10 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications without the previous written consent of the Allottee(s) as per the provisions of the Act, and such consent shall not be unreasonably withheld by allottees. 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 the Act.

1.11 Subject to clause no. 9, the Promoter agrees and acknowledges, that after registration of conveyance deed of the Unit/Plot the Allottee shall have the right to the Unit/Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Unit/Plot;
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the Common Areas and Facilities. 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 of the project to the Owner's Association/Maintenance Society/competent authority, as the case may be, after duly obtaining the Completion Certificate from the competent authority as provided in the Act;

- 1.12 The Allottee has the right to visit the Project site to assess the extent of development of the said project and his Unit. The Promoter discourages such kind of visit by the Allottee and his/her family members due to the risks involved at construction site. If at all the Allottee decides to visit the site, he/she shall only do so after intimating the Promoter or his site engineer and after taking due care and proper safety measures at his own responsibility. The Promoter shall in no way, be held responsible for any accident/mishap involving the Allottee and his accompanying persons while visiting the site. Further, the Promoter strictly prohibits the visit of children at the Project construction site.
- 1.13 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Unit to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues. 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 Unit/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.
- 1.14 The Allottee expressly agrees that the Promoter shall be solely entitled to claim any/ all the refundable amounts deposited by the Promoter to various competent authorities during the entire course of construction of the Project.
- 1.15 The Allottee(s) agrees and understands that except the Unit as described in **Schedule 1 Part B** attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Said Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws. Convenient shops, shops, ATM space, kiosk etc. built in any part of the Said Project are in the nature of saleable Unit and therefore shall be the exclusive property of the Promoter and he shall be free to deal with it.

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

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

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

1.18 That the Project shall always be known as "Manglam's Grand City Ext. (Prime)" and the name of the Said Project 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 shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan as per Schedule 2 through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of _____ payable at _____. The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter. In case cheque is dishonored for any reason whatsoever, the Promoter may demand for an administrative handling charge.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

3.1. The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others Applicable Laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter 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

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in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other Applicable Law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the Applicable Laws.

3.3. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only and in case of cancellation by any such allottee, refund in terms of this Agreement shall be made only to allottee.

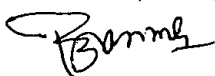
4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee against the Unit/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.

It is irrevocably agreed by the Allottee that on all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments. Thereafter, towards the interest levied on the previous pending installment (if any) and, thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.

5. TIME IS ESSENCE :

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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/unit to the Allottee and the Common Areas to the Maintenance Society or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen, understood and accepted the approved layout plan, specifications, amenities and facilities of the Unit/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 UNIT/PLOT:

- 7.1. Schedule for possession of the said Unit/Plot** - The Promoter agrees and understands that timely delivery of possession of the Unit/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 Unit/Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31st December, 2022, 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 Unit/Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that

date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2. Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit/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 Unit, 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 Unit -** Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Unit 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 Unit/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 of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Unit to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, 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 Unit (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 Unit, 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 Unit, 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:

- 8.1. The Promoter has absolute, clear and marketable title with respect to the 545 plots of the Project Land and the requisite rights to carry out development

- upon the Project Land and absolute, actual, physical and legal possession of the 545 plots of the Said Project.
- 8.2. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.
 - 8.3. Except those mentioned in this Agreement, there are no encumbrances upon the Project Land or the Said Project.
 - 8.4. There are no litigations pending before any Court of law with respect to the Project Land, Said Project or the Unit/Plot.
 - 8.5. All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with all applicable laws in relation to the Said Project, Unit and Common Areas and Facilities of the Said Project.
 - 8.6. 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.
 - 8.7. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Project Land, including the Said Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
 - 8.8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
 - 8.9. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit/Plot to the Allottee(s) and the Common Areas and Facilities of the Said Project to the Owners Association/Competent Authority, as the case may be.
 - 8.10. The Project Land is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Project Land.
 - 8.11. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the Competent Authorities till Completion Certificate has been issued and possession of the Unit along with Common Area (equipped with all specifications, amenities

and facilities) has been handed over to the Allottee(s)/Owners Association/Competent Authority, as the case may be.

- 8.12. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter in respect of the Project Land and/or the Said Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

- (i) The Promoter fails to provide ready to move in possession of the Unit to the Allottee(s) within the time period specified in this Agreement as per clause no. 7.1 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 Unit or Plot shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which Completion Certificate, as the case may be, has been issued by the competent authority;

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 and subject to the condition that there is no default on part of Allottee, 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 Unit, 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 Unit, 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;
- (ii) delay/default by Allottee(s) (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;
- (iii) After the issuance of Offer Letter as per clause 7.2, failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- (iv) after the issuance of Offer Letter as per clause no 7.2, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
- (v) Breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) Violation of any of the Applicable Laws on the part of the Allottee(s).

In such circumstances, the Promoter's rights/remedies are:

- a) In case of default mentioned in (i) above, 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;

- b) In case of default mentioned in (ii) above, the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- c) Further till the time Promoter exercise the option to terminate this Agreement, it shall be entitled to (a) recover interest (b) recover maintenance charges with applicable taxes from the date of issuance of Offer Letter; (c) recover holding/ safeguarding charges Rs. 10 for per Sq. Ft. of the area of the Unit on monthly basis; (d) taxes (e) withhold registration of the conveyance deed of the Unit in favour of the Allottee(s); and to refuse possession of Unit to the Allottee(s) till payment of amounts is recovered;
- d) 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;
- e) 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:
 - (i) The Booking Amount;
 - (ii) All taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit;
 - (iii) The interest paid/payable by the Allottee(s) to the Promoter, any actual loss, brokerage, if applicable;

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

10. CONVEYANCE OF THE SAID UNIT:

The Promoter, on receipt of the total price of the Unit (Including interest on delayed payment and other charges as stated in clause above, as applicable) under the



Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Unit to the Allottee together with proportionate indivisible share in the Common Areas and Facilities to the Association of Allottee(s)/Competant authority, as the case may be, within 3 months from the date of issuance of the Completion Certificate as the case may be:

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 Completion Certificate.

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

11. MAINTENANCE OF THE SAID / UNIT/ PROJECT

- 11.1. The Promoter shall convey the Common Areas and Common Facilities of the Project to the Owners Association/Competent authority, as the case may be, in accordance with the Applicable Laws.
- 11.2. After the handover of Common Areas and Facilities of the Project to Owners Association/Competent authority, as the case may be, as per the Act, it shall be the responsibility of the Owners Association/ Competent authority, to run and maintain the Common Areas and Facilities of Said Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities of Said Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Owners Association/ Competent authority, from time to time & regularly.

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 (5) years by the Allottee(s) from the date of handing over first possession or Deemed Date Of Possession, whichever is earlier, it shall be the duty

of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/ Maintenance Society/Competent Authority shall have rights of unrestricted access of all common areas and spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society/Competent Authority to enter into the Unit/Plot 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.

14. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT

- 14.1 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name plate, neon light, publicity material or advertisement material etc. on the face and facade of the said project or anywhere on the exterior of the said Project or Common Areas and Facilities.
- 14.2 Further, the Allottee shall not store any hazardous or combustible goods in the Unit and the Maintenance Agency/ Association of Allottees (AOA)/Competent authority shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the cost, risk and responsibility of the Allottee. The Promoter/ Maintenance Agency /AOA shall have the authority to dispose off 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.
- 14.3 The Promoter shall not be liable for any liability (legal or others) arising in the event of the Allottee(s) relying on the marketing agency or any sale broker, marketing campaign, published material. It is the sole responsibility of the Allottee(s) to confirm the information provided to them from the Promoter before relying on the same.

- 14.4 The Allottee shall not do or suffer anything to be done in or about the said unit which may tend to cause damages to any Common Area/ roads/ passage in the unit(s) or in any manner interfere with the use thereof or of any open space, passage or amenities available for common use.
- 14.5 The Allottee shall not use the said unit for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other Units and/or Common Area / Common Parts/ Facility in the said project .
- 14.6 The Allottee shall not do or suffer anything to be done in or about the said Unit which may tend to cause damages to any Common Area/ Roads/ Streets in the said project or in any manner interfere with the use thereof or of any open space, garden/park, passage or amenities available for common use.
- 14.7 Allottee(s) shall not throw dirt, rubbish, rags, garage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land in which the Unit is situated.
- 14.8 The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter on behalf of the Unit holders and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- 14.9 The Allottee(s) shall be liable to pay 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 Area of Unit. If the Promoter/ Maintenance Association /AOA has to pay the aforesaid amounts on behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter/ Maintenance Association /AOA within 30 days from the date of notice in this regard from the Promoter/ Maintenance Association /AOA, failing which the Promoter/ Maintenance Association /AOA shall be entitled to interest at the Interest Rate for the period commencing on the date on which the Promoter/ Maintenance Association /AOA 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/ Maintenance Association /AOA. All taxes charges, cesses, levies etc shall be payable by the Allottee even if such demand is raised by the Authorities



retrospectively after possession and/or conveyance of said Unit and such demands shall be treated as unpaid consideration of said Unit and the Promoter shall have first charge/ lien on said Unit for recovery of such demands from the Allottee.

14.10 The Allottee undertakes not to sub-divide the said Unit, agreed to be sold to him / her. The Allottee further undertakes that in case it transfers its right and interests in the said Unit, in favour of any person/promoter by way of sale, mortgage, tenancy, license, gift or in any other manner, such person / promoter so inducted by the Allottee shall also be bound by the terms and conditions of this Agreement.

14.11 In case the Allottee wants to avail 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:

- i. Any financing agreement between Financing Institution/Bank and the Allottee shall be entered into by the Allottee at its sole cost, expense, liability, risk and consequences.
- ii. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- iii. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per the payment schedule, shall be ensured by the Allottee, failing which, the delay payment charges shall be applicable.
- iv. In case of default in repayment of dues of the financial institution/agency by the Allottee(s), the Allottee authorizes the Promoter to cancel the allotment of the said Unit and repay the amount received till the date after deduction of booking amount, Interest on delayed payments, other charges and taxes directly to the financing institution/agency on receipt of such request from financing agency without any reference to the Allottee.

14.12 The Allottee expressly agrees that the Promoter shall be solely entitled to claim any/ all the refundable amounts deposited by the Promoter to various competent authorities during the entire course of construction of the Project.

15 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE 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 Said Project.

16 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

17 BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar Jaipur (address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall be entitled to serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), Promoter shall have the option to cancel the allotment of the Allottee and if so chosen by the Promoter, Earnest Amount deposited by the Allottee shall be forfeited. However, in case cancellation of booking is done within 30 days from the date of booking full advance payment shall

be refunded without interest. The Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

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 Unit, said project, as the case may be.

19 RIGHT TO AMEND :

This Agreement may only be amended through written consent of the Parties. Any clause hereof cannot be orally changed, terminated or waived. Any changes or additional clauses must be set forth in writing duly signed by both the Parties which only shall be valid.

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

21 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.

22 WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee in not making payments

as per the Payment Plan mentioned in 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.

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.

23 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.

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Said Project, the same shall be the proportion which the Unit area of the Unit bears to the total area of all the Units in the Said Project, as the case may be.

25 FURTHER ASSURANCES:

Both the 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.

26 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 -----

For Manglam Build Developers Ltd.

29


Authorised Signatory

- ----- 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 -----.

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:-

Manglam Build-Developers Limited	Allottee(s) name
Address: 6 th Floor, Apex Mall, Lal Kothi, Tonk Road, Jaipur (Raj.)	Address.....

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

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 be considered as properly served on all the Allottee(s).

28 SAVINGS:

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

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 laws of India for the time being in force.

For Manglam Build Developers Ltd.


Authorised Signatory

30 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.

31 ASSIGNMENT:

The Allottee 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 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 shall no more be entitled to any privileges and facilities, if any, available in the said Unit arising from the allotment of the said Unit. 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.

In case the Allottee wants to transfer the rights under the Agreement to Sell after obtaining prior written consent of the Promoter to his/her spouse/children/parents and HUF, the Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others, the existing allottee of the Flat shall be liable to pay Transfer Fee of Rs. 100/- (Rupees One Hundred only) per Sq Ft (plus GST/ Service Tax/VAT and other applicable taxes) of the Flat to the Promoter for each subsequent transfers. The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

The Allottee and the persons to whom the Unit 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.

32 INDEMNIFICATION:

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 this Agreement due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

After the handover of the possession of the Unit in case the Allottee(s) gets some interior works done and in case any vendor of the Allottee causes any harm/loss/wear and tear/ physical damage to any structure, stairs, lifts, shafts, Common Areas and Facilities, plantation, walls, gates etc. the Allottee shall be responsible to indemnify the same.

- a) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- b) 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.

33 SPECIFIC PERFORMANCE:

For Manglam Build Developers Ltd.

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Authorised Signatory

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.

34 DISPUTES

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

34.2 In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

35 That this Agreement has been executed in duplicate. One copy has been retained by the Promoter and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same Agreement.

36 That all annexure and Schedules annexed with Agreement are integral part of this Agreement.

37 This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

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.

For Manglam Build Developers Ltd.


Authorized Signatory

Signed and delivered by the within named Allottee(s) in the presence of witnesses on the day, date and place mentioned above.

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 the day, date and place mentioned above.

PROMOTER For and on behalf of _____
Name Signature Designation
WITNESSES 1- Signature Name Address 2- Signature Name Address

Schedule-1

Part A

(Details and location of the Scheduled Land)

For Manglam Build Developers Ltd.


Authorised Signatory

Name of Revenue village and Tehsil	Khasra No.	Area (in sq. meters)
Jhai, Narsinghpura, Mahapura, Sanganer, Jaipur	Khasra No. 82 to 91, 100, 101, 101/726, 102 to 104, 104/724, 217 at Jhai, Sanganer, Jaipur (Raj.), Khasra No. 535, 536, 542 to 544, 546, 547, 549, 550, 552/1 at Narsinghpura, Sanganer, Jaipur (Raj.) and Khasra No. 459, 460, 461, 644 to 654, 679, 685, 688, 655/1, 656, 657, 662/1, 663/1, 664, 665/1853, 666/1, 674, 676/1, 687, 688/1857, 625/1851, 624, 623, 626, 796, 399, 2113/393, 816/1715, 818/1, 816, 817/1, 554, 555/1, 556, 562/1, 2111/162, 162/1701, 398, 354/2, 2112/162 at Mahapura, Sanganer, Jaipur State Rajasthan	218350
	Total Area	218350

Latitude/ Longitude of the end points of the Scheduled land

Location of the Project

Part B
Description of Unit/Plot

Unit/Plot No.	
Area	

Schedule-2

For Manglam Build Developers Ltd.

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Authorised Signatory

Part A

The Total Price of the Unit is Rs. _____ (In words Rupees _____ only)
(Any indirect taxes, including GST, if applicable on the price of the plot shall be payable by the allottee in addition to the basic sale consideration of the plot)

Part B

Booking Amount and Advance Payment: The Allottee/ Purchaser has paid Rs. _____ (Rupees _____ only) to the Promoter in the following manner as Sale Consideration, the receipt of which, the Promoter do hereby acknowledge.

S. NO.	Cheque No.	Dated	Amount	Service Tax/GST	Drawn on
	TOTAL				

Balance Payment Schedule: The Allottee hereby agrees to pay the balance Total Sale Consideration of Rs...../- (Rupees only) which shall be payable in installments in the following manner:

PAYMENT PLAN		
S. No.		
1		
2		
3		

Note-

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

Schedule-3

(Details of common areas of the Schedule Land)

- i. Parks
- ii. Entrance gate of the project
- iii. Any other services/amenities/arrangements/infrastructure or capital goods made or installed in future for the common benefits of the allottee(s) of the project;

Annexure I-Site Payout Plan

Annexure II- Site Plan of Plot ____

For Manglam Build Developers Ltd.


Authorised Signatory