



DECLARATION REGARDING AGREEMENT FOR SALE

I, **Kapil Raisinghani** Son of Late Mr. K.V. Raisinghani, aged 42 years, R/o Flat No. 2, Shriphal Apartment, D-847-848, Amit Bhardwaj Marg, Malviya Nagar, Jaipur, duly authorized by M/s Mahima Real Estate Pvt. Ltd., 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 “**Mahima’s Windchimes**” is in accordance to the Form-G of Rajasthan Real Estate (Regulation and Development) Rules, 2017.
- 2) That none of the terms and conditions of the Agreement to sale presented by us violate the laws and rules of The Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) and Rajasthan Real Estate (Regulation and Development) Rules, 2017.
- 3) That if any contradiction arises in the future, M/s. Mahima Real Estate Pvt. Ltd., the deponent will be responsible for it.



ATTESTED

NOTARY, K. L. SAIN
JAIPUR (INDIA)

24 FEB 2022

For M/s. Mahima Real Estate Pvt. Ltd.

For Mahima Real Estate Pvt. Ltd.


Authorized Signatory

Authorized Signatory

क.स. १३७३ दिनांक 22 FEB 2022
नाम Mahima Real Estate Pvt Ltd
पिता का नाम Jyoti
निवासी
स्टाम्प कीमती 24.50

अजय कुमार जैन
स्टाम्प विक्रेता
ला.नं. 15/11
बी-8, भव्य टॉवर, कबीर मार्ग,
बनीपार्क, जयपुर

राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार	
1. आधारभूत आवश्यकता सुविधाओं हेतु (धारा 3-क)- 10% रुपये	5
2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु / प्राकृतिक आपदाओं एवं मानव निर्मित आपदाओं के निवारण हेतु (धारा 3-ख)- 20% रुपये	10
कुल योग 15	
हस्ताक्षर स्टाम्प विक्रेता अजय कुमार जैन ला. नं 15/11	

For Mahima Real Estate Pvt Ltd

Authorised Signatory



ATTESTED

NOTARY K. J. SARKAR
(INDIA)

24 FEB 2022



GST No. : 08AACCM4491N1ZY

CIN : U70101RJ1996PTC011675

PAN : AACCM4491N

MAHIMA REAL ESTATE PVT. LTD.

Regd. Office : 4th Floor, Crystal Palm, 22 Godam Circle, Sardar Patel Marg, Jaipur - 302001,

Tel. : 0141-4050607

E-mail : info@mahimagroup.org | Website : www.mahimagroup.com

ALLOTMENT LETTER

Dated: _____

Mr./Ms./Mrs. _____

Co- Appl. _____ (if, any)

Sub: Letter of Allotment of Unit in "MAHIMA'S WINDCHIMES", situated at Khasra No. 58/2, 57/2, 68, 69/1, 71, 71/136, 72, 74, 73/1, 87, 76/1, 78/1, 67, 58/140, 56/6 of Village Kishorpura Kankroda and at Khasra No. 44 (Shamilati. No. 45/1), 44 (Shamilati No. 45/2), 42/1 (Shamilati No. 43,48,49,53,54), 42/235 (Shamilati No. 43,48,49,53,54), of Village Jaisinghpura Kankroda, Tehsil Jaipur and District Jaipur, Rajasthan.

Dear Sir/Madam,

Heartily Congratulations!!!

We are delighted to inform you that you have been allotted a Plot/Unit bearing no. _____, having tentative area of _____ Sq. Yds. (_____ Sq. Mtrs.) ("Unit"), against your Registration/Application form no. _____ dated _____ ("Application Form"), in our Project named as " _____ " ("Project") which is being developed upon land admeasuring 100000 Sq. Mtrs., situated at Khasra No. 58/2, 57/2, 68, 69/1, 71, 71/136, 72, 74, 73/1, 87, 76/1, 78/1, 67, 58/140, 56/6 of Village Kishorpura Kankroda and at Khasra No. 44 (Shamilati. No. 45/1), 44 (Shamilati No. 45/2), 42/1 (Shamilati No. 43,48,49,53,54), 42/235 (Shamilati No. 43,48,49,53,54), of Village Jaisinghpura Kankroda, Tehsil Jaipur and District Jaipur, Rajasthan ("Scheduled Land") in accordance with terms and conditions of said Application Form and this Allotment Letter.

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

For Mahima Real Estate Pvt. Ltd.

Signature of Promoter
Authorized Signatory

Signature of Allottee(s)

The terms and conditions of this Allotment Letter been read and understood by me/us and

I/we hereby accept the same

The above provisional allotment of the unit in your favour, is further subject to you making timely payment to us as per the Payment Plan and execution of the standard Agreement to Sell with us within 30 days from the date of intimation for execution and registration of the said Agreement to Sell. The Agreement to Sell stipulates the detailed terms and conditions of the contemplated sale of the unit in your favour. If you fail to execute and register the Agreement to Sell with the stipulated period of 30 days and/or if you fail to comply with any of your obligations as per application form or this provisional allotment including but not limited to making of timely payments as aforesaid, then we shall be fully entitled, at its sole discretion, at any stage, to cancel the allotment of the unit and forfeit the entire Earnest Money. In such an event you will also not be entitled for the refund of amounts paid towards, statutory charges, interest on delayed payment etc.

Please quote the Unit No. as mentioned above in all your future correspondence with us. In token of your confirmation of the above, please return the duplicate copy of this Allotment Letter duly signed by you.

For any query, please feel free to visit our Site or Corporate Office situated at **4th Floor, Crystal Palm, 22 Godam Circle, Sahkar Marg, Jaipur-302001** and can also call on **0141-4050607** and we would be happy to assist you. You can also e-mail to us on **info@mahimagroup.org**.

Assuring you the best of our services.

You are kindly requested to accept the allotment by signing on the office copy of the allotment letter.

TERMS & CONDITIONS IN RESPECT OF ALLOTMENT OF A RESIDENTIAL UNIT IN THE RESIDENTIAL PROJECT NAMED "MAHIMA'S WINDCHIMES".

1. The Project has been registered with the Real Estate Regulatory Authority ("**Authority**") on dated _____ and the project registration certificate No. is **RAJ/___/2022/_____**. This registration is valid for a period till _____, unless renewed by the Authority. The details of the Promoter and the Project are also available on the website (www.rera-rajasthan.in) of the Authority.
2. The Allottee(s) has/have full knowledge of all the laws/notifications and rules applicable to the Project and further acknowledges that he/she has seen all documents/papers in relation to the Project, including but not limited to the title documents, license, sanctions, approvals etc. obtained from the competent authorities and after being fully satisfied about the rights, title and interest possessed by M/s. Mahima Real Estate Pvt. Ltd., (CIN-U70101RJ1996PTC011675), a company incorporated under the provisions of Companies Act, 1956 and existing under the provisions of Companies Act, 2013, (PAN -AACCM4491N), having its registered office at 4th Floor, Crystal Palm, 22 Godam Circle, Sahkar Marg, Jaipur, Rajasthan (hereinafter referred to as "**Developer**" or "**Promoter**") over the Project Land. The Applicant(s) acknowledges having also obtained all clarifications with respect to the Project and Project Land.

For Mahima Real Estate Pvt. Ltd.
Signature of Promoter

The terms and conditions of this Allotment Letter been read and understood by me/us and
Authorised Signatory

I/we hereby accept the same
Page 2 of 10

Signature of Allottee(s)

3. The basic sale consideration of the Unit is Rs. _____/- (Rupees _____ only), (hereinafter referred to as "Basic Sale Consideration of Unit"). The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay taxes, charges, deposits, etc. as detailed herein below ("Additional Payments"):

- (a)
- (b)
- (c)

4. The aggregate of Basic Sale Consideration and Additional Payments in respect of the Unit shall be referred to as "Total Payable Amount".

5. The Allottee(s) is aware that the Total Payable Amount is inclusive of the booking amount, GST (if any), Cess or any other similar taxes levied in connection with the construction/development of the Project upto the date of handing over of possession of the Unit, cost of internal/external development charges and the cost of providing all facilities, amenities, specifications within the Unit and the Project.

6. The Allottee(s) have paid the booking amount of Rs. _____/- (Rupees _____ only) vide below manner:-

Cheque/RTGS/NEFT No.	Bank	Date	Amount

The Allottee(s) shall pay the Total Payable Amount of Unit less above mentioned booking amount, strictly in accordance with the Payment Plan annexed herewith as **Annexure-I**, through Account Payee Cheque/Demand Draft or Online Payment (As applicable) in favor of "**Mahima Real Estate Private Limited**" payable at **Jaipur**. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

7. The Total Payable Amount 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.

Signature of Promoter

The terms and conditions of this Allotment Letter been read and understood by me/us and
I/we hereby accept the same

Signature of Allottee(s)

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For Mahima Real Estate Pvt. Ltd.


Authorised Signatory

8. In case there is any change/modification in the taxes or introduction of any new direct / indirect tax, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced accordingly. However, 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 Project by the authority as per the Act, the same shall not be charged from the Allottee(s).
9. Residents' Association of allottees of Units in the Project shall be formed. Every Allottee(s) shall bound to join, subscribe and become member of the Residents' Association, The Allottee(s) shall sign and execute the application for becoming a member of the Residents' Association and sign the copy of bye-laws of the Residents' Association and shall duly fill-in, sign and return to the Promoter within ten (10) days of the same being forwarded by the Promoter to the Allottee(s). After the formation of Residents' Association, it shall be the sole responsibility of the Residents' Association, to run and maintain the Project. Allottee(s) shall undertake construction over the Plot/Unit after receipt of possession as per the terms of Sale Deed/Lease Deed. The Allottee(s) shall obtain an NOC from the Resident's Association/Promoter before commencing construction over the said Plot/Unit.
10. The Allottee(s) agrees to execute the Promoter's Standard Agreement for Sale, Lease Deed/Sale Deed or any other agreement and/ or document, as and when called upon to do so by the Promoter. A copy of Promoter's Standard Agreements in respect of the Project is available on www.rera-rajasthan.in.
11. It is understood by the Allottee(s) that the Promoter shall have no obligation to send reminders/ notices to the Allottee(s) in respect of the obligations of the Allottee(s) as set out in the application Form and in this Allotment Letter and Agreement to Sell and the Allottee(s) is required to comply with all his obligations on its own. In the event the Allottee(s) fails to comply with terms and conditions thereof, the Promoter shall always have the right to cancel/terminate the Allotment Letter and/or Agreement to Sale and to forfeit the entire Earnest Money. Thereafter, the Allottee(s) shall be left with no right, interest, title or claim of whatsoever nature under the Allotment Letter and/or Agreement to Sell.
12. The Promoter shall have the right to adjust/ appropriate the installment amount received from the Allottee(s) first towards the interest and other sums, if any, due from the Allottee(s) and the balance, if any, towards the Total Payable Amount.
13. The Allottee(s) shall make all payments under this Agreement only from his bank account(s). The Promoter shall not accept any payment/ remittances made by third party on behalf of Allottee(s) and if in case such payments are accepted, the person paying on behalf of Allottee(s) shall have no right for any claim against the Promoter. All taxes, levies or assessments, in respect of the Unit, falling due from the date of possession shall be borne by the Allottee(s).

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Allotment Letter been read and understood by me/us and
I/we hereby accept the same

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For Mahima Real Estate Pvt. Ltd.


Authorised Signatory

14. A detailed agreement to sell shall be executed between the Allottee(s) and the Promoter in the Promoter's standard Agreement for Sale format mentioned hereinabove.
15. The Conveyance Deed/Lease Deed/Patta shall be executed and got registered and title of the Unit shall be conveyed by the Promoter/Competent Authority in favour of the Allottee(s), subject to full and final payment of all moneys payable including interest, if any, and all other dues of the Promoter by the Allottee(s) in terms of the Application Form, this Allotment letter and Agreement for Sale and subject to compliances of all other relevant terms and conditions of the Application Form, this Allotment Letter and the Agreement to Sell. The cost of stamp duty, registration charges and other incidental charges expenses as applicable in respect of execution of Agreement for Sale, Lease Deed/Patta/Sale Deed, etc shall be borne by the Allottee(s).
16. The timely payment of installments as per the Payment Plan shall be the essence of this allotment. In case the Allottee(s) fails to make payment of any installment as per Payment Plan, despite having been issued notice in this regard by the Promoter, the Allottee(s) shall be liable to pay Interest as per Rajasthan Real Estate (Regulation and Development) Rules, 2017 ("Rules"). If the above default in payment extends for a period beyond 2 months after demand notice from the Promoter in this regard, the Promoter shall be entitled to cancel the allotment of the Unit and refund the amount paid by the Allottee(s) after deducting 10% of the Basic Sale Consideration of Unit ("Earnest Amount"), all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and the interest liabilities, after the sale of Unit to a new allottee, from the amounts realised from the such new allottee.
17. The Promoter shall offer in writing the possession of the Unit, to the Allottee(s) in terms of Agreement for Sale. Subject to force majeure, the Promoter agrees to offer possession of the Unit on or before 30.12.2023. In the event of the failure of the Allottee(s) to take over the possession of Unit, the Promoter shall have the option to cancel allotment and forfeit Earnest Amount and interest liabilities and refund balance amount without any interest or the Promoter may without prejudice to its rights under this allotment letter, decide not to cancel the allotment of the Unit and in such case the Allottee(s) shall pay the Promoter the following amount:-
- The amount due with interest as mentioned in the notice for possession from the due date till date of the payment.
 - Holding/safeguarding charges @ Rs. ____/- per Sq. Yds. per month on the Area of the Unit, for the period of delay.
- However, notwithstanding anything mentioned hereinabove in this clause, in case the delay in taking possession of the Unit by the Allottee(s) exceeds 60 days, the Promoter, without prejudice to its rights under this allotment letter, shall be entitled to terminate the allotment and forfeit Earnest Amount, the interest liabilities and other charges payable for delay in taking possession as mentioned hereinabove and refund balance amount without any interest after the sale of Unit to a new allottee, from the amounts realised from the such new allottee.

For Mahima Real Estate Pvt. Ltd.


Authorised Signatory

Signature of Promoter

The terms and conditions of this Allotment Letter been read and understood by me/us and

I/we hereby accept the same

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Signature of Allottee(s)

18. In case the Allottee(s) cancels/withdraws from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the Earnest Amount, all any taxes, duties, cess etc paid by the Allottee(s) and deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties, interest liabilities, dues of any nature whatsoever in respect of the said Unit as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoter to the Allottee(s) without any interest after the sale of Unit to a new allottee, from the amounts realised from the such new allottee. Further, on cancellation of allotment of Unit by the Promoter or by the Allottee(s) all rights, title and interest of the Allottee(s) over the Unit shall stand extinguished and the Allottee(s) shall have no further legal right, title and interest of any nature over the Unit and the Promoter shall be entitled to transfer the Unit to any other person(s) at its own discretion.
19. 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(s) with interest within 180 days from that date. The Promoter shall intimate the Allottee(s) about such termination at least thirty (30) days prior to such termination. Allottee(s) agrees that he/she shall not have any rights, claims, etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under Application Form, this Allotment Letter and Agreement to Sell to be executed.
20. The Promoter shall not make any other additions and alterations in the approved plans, layout plans and specifications of the Project or the common areas and facilities in respect of the Project without the previous written consent of the 2/3rd of allottees of the Project and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.
- Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of RERA.
21. The Promoter shall confirm to the final Unit Area that has been allotted to the Allottee(s) after the development of the Project is complete, by furnishing details of the changes, if any, in the Unit Area. The Total Payable Amount payable for the Unit Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Unit Area, then the Promoter shall refund the excess money paid by Allottee(s) within 180 days with interest at Interest Rate from the date of receipt of last installment of Total Payable Amount. If there is any increase in the Unit Area, which is not more than three percent of the Unit area allotted to the Allottee(s), the Promoter may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone

Signature of Promoter

The terms and conditions of this Allotment Letter been read and understood by me/us and
I/we hereby accept the same

Signature of Allottee(s)

For Mahima Real Estate Pvt. Ltd.


Authorised Signatory

of the Payment Plan. All these monetary adjustments shall be made in proportion to Total Payable Amount as agreed above.

22. The Allottee(s) shall be liable to pay from the date of offer of possession, urban development tax, property-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 has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge interest for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.
23. On intimation from the Promoter, the Allottee(s) shall be bound to execute the Agreement for Sale and other documents as may be required by the Promoter and the terms and conditions of the same shall be binding upon the Allottee(s). On failure to execute the same within thirty days (30) from the receipt of notice in this regard and/or failure to adhere to the terms and conditions mentioned in demand letters or such notice, the Promoter may at its option decide to either continue the allotment or cancel the allotment.
24. In case, the Allottee(s) wishes to assign the booking/allotment in favour of another person, the transfer will be allowed only after payment of Rs. ____/- per Sq. Yds. on Unit Area as transfer fee. Such Transfer will be done only after receipt of 95% Basic Sale Consideration of Unit by Promoter. Any first such transfer to grandmother, grandfather, father, mother, brother, sister, wife, son, daughter, grandson and granddaughter if allowed by relevant provisions of law, shall be exempted from the transfer fee. Valid documents in respect of transfer as per transfer policy of the Promoter on case to case basis may be required. In case of such transfer, the Allottee(s) shall be solely responsible for all the cost and expenses, including income tax, stamp duty and registration charges, etc. in respect of such transfer.
25. The Allottee(s) can obtain finance from any financial institution/ bank or any other source but the Allottee(s) obligation to buy/purchase the Unit shall not be contingent on the Allottee(s) ability or eligibility to obtain such financing and the Allottee(s) would remain bound under this Allotment letter and Agreement to Sell, whether or not he or she has been able to obtain financing for the purchase of the Unit. Allottee(s) shall not omit, ignore, withheld, fail or delay in payment of due amounts to the Promoter, as the payment plan mentioned in **Annexure-I** annexed herewith on the grounds of unavailability of bank loan or finance from any bank or financial institution or for any reason whatsoever, in this regard. In the event of Allottee(s) failing to pay due installments by the respective due date, the Allottee(s) shall be governed in accordance with the clause 16 as stated above.

Signature of Promoter

The terms and conditions of this Allotment Letter been read and understood by me/us and

Signature of Allottee(s)

I/ we hereby accept the same

For Mahima Real Estate Pvt. Ltd

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Authorised Signatory

26. That Allottee(s) shall be required to get and maintain separate electric connection for the Unit in his/her own name from concerned authorities and the entire cost of the electric meter and its fixation charges, cabling, MCB main switch and other fittings shall be borne by the Allottee(s). The monthly charges of the electricity bill shall be borne by the Allottee(s).
27. The Promoter shall only make provisions for water supply by constructing an underground water tank for supply of water as per the requirement assessed by the Promoter. The Allottee(s) shall bear the proportionate charges for potable water procured from Municipality, Water Works Department and/or from outside vendor.
28. The Allottee(s) after receipt of possession of the unit may construct and build on the Plot a house/building for residential purpose only after obtaining the requisite sanction of the building plans and other approvals from the Competent Authority without creating any hindrance and/or nuisance for other Allottee(s) of the Project. In the event of the Allottee(s) misusing the property for any purpose other than the residence without permission from the Competent Authority, the Allottee(s) shall also be liable to pay such other penalty as may be imposed by the Competent Authority.
29. The Allottee(s) hereby agrees and undertake that he/she/it/they or his/her/its/their Successor or Legal Representatives or subsequent purchasers shall not for all the times to come raise any kind of construction whatsoever or put any Pillar, Gate, Barricade, Fencing etc. (neither temporary nor permanent) beyond the periphery of the plot allotted to him/her/it/them. The Allottee(s) or his/her/its/their Successor or Legal Representatives or subsequent purchasers also agree and undertake that he/she/it/they shall not park any vehicle on the road in front of the plot except over the space provided specifically for Parking in the Project, failing which the Promoter/Resident's Association shall be free to take any legal and coercive action against the Allottee(s)/successor/subsequent purchaser. The Allottee(s) further undertakes and agrees that he/she/it/they shall record and stipulate this undertaking in all the subsequent transfer documents and shall make bound all his/her/its/their successor/legal representatives/ subsequent purchasers with this undertaking/condition.
30. The Allottee(s) agrees that the development of the Project is subject to force majeure clause, which includes Acts of God, war, storm, cyclone, typhoon, tempest, hurricane, tornado, flood, inundation, drought, fire, earthquake, pandemic or any other calamity caused by nature.
31. Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the 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.
32. In case of cancellation of allotment by the Allottee(s) or cancellation by the Promoter in accordance with the terms and conditions of the Application Form, Allotment letter, the

Signature of Promoter

For Mahima Real Estate Pvt. Ltd.

Authorised Signatory

Signature of Allottee(s)

The terms and conditions of this Allotment Letter been read and understood by me/us and

I/we hereby accept the same

Page 8 of 10

Allottee(s) shall not have any right or interest in respect of such Unit and the Promoter shall be entitled to allot such Unit to any other applicant.

33. Nothing contained in these presents shall be construed to confer upon the Allottee(s) any right, title or interest of any kind whatsoever in, to or over the unit or common areas and facilities. The conferment of Unit shall take place only upon the execution of Sale deed/Lease Deed/Patta in favour of the Allottee(s).
34. The Allottee(s) hereby undertakes that he/she/they shall abide by all laws, rules, regulations, notifications, RERA, etc. as may be applicable on the Project.
35. The terms and conditions to be mentioned in the Agreement to Sell, Sale Deed/Lease Deed/Patta shall be in addition to the terms and conditions mentioned herein. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Agreement to Sell, Sale Deed/Lease Deed/Patta, the terms and conditions specified later in the Agreement to Sell, Sale Deed/Lease Deed, shall supersede the terms and conditions as set out herein.
36. The terms and condition mentioned herein are limited and detailed terms and conditions shall be specified in Agreement to Sell and/or Conveyance Deed/Lease Deed to be executed between the Allottee(s) and the Promoter/Competent Authority and the same shall be binding on the Allottee(s).
37. The Allottee(s) confirms that he has understood each and every clause of this Allotment Letter and its legal implication thereon and has clearly understood his obligations and liabilities and the Promoter's obligations and limitations set forth in this Allotment Letter. The Allottee(s) shall keep the Promoter and their agents and representatives indemnified and harmless against any loss or damages that the Promoter may suffer as a result of non-observance or non-performance of the covenants and conditions of this Allotment Letter.
38. This Allotment Letter shall be construed in accordance with Act, Rules and regulations made thereunder including other applicable Laws of India for the time being in force.

Warm regards,

For Mahima Real Estate Pvt. Ltd.

(Authorized Signatory)

Acceptance of Allotment

I/We hereby accept the allotment of Unit/Plot bearing no. _____, having tentative area of _____ Sq. Yds. (_____ Sq. Mtrs.) in Project named as "_____" ("Project") which is being developed by M/s. Mahima Real Estate Pvt. Ltd., situated at

Signature of Promoter

For Mahima Real Estate Pvt. Ltd.

Authorised Signatory

Signature of Allottee(s)

The terms and conditions of this Allotment Letter been read and understood by me/us and

I/we hereby accept the same

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Revenue Village Sirsi, Tehsil Jaipur, District Jaipur , subject to the terms & conditions of the Application/Registration Form no. _____ dated _____, this Allotment Letter.

Thanks and regards,

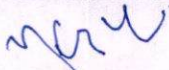
(Customer Name)

Annexure-I
(Payment Details)

Payment Schedule:

Milestone for Payment	Percentage of the Basic Sale Consideration	Installment Amount in Rs.	Received/ Remaining
	Total		

For Mahima Real Estate Pvt. Ltd.



Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Allotment Letter been read and understood by me/us and
I/we hereby accept the same

AGREEMENT FOR SALE

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

Affix Color
Photograph of the
authorised signatory
of Promoter with
signature across the
photograph

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

BY AND BETWEEN

M/s Mahima Real Estate Private Limited, (CIN-U70101RJ1996PTC011675), a
company incorporated under the provisions of Companies Act, 1956 and existing
under the provisions of Companies Act, 2013, (PAN -AACCM4491N), having its
registered office at 4th Floor, Crystal Palm, 22 Godam Circle, Sahkar Marg, Jaipur
(Rajasthan), through its authorised representative Mr. _____ S/o
_____, R/o _____, (Aadhar
No. _____) duly authorised vide Board Resolution/Authority
Letter dated _____ [hereinafter referred to as the "**Developer**" or
"**Promoter**", which expression shall unless it be repugnant to the context or
meaning thereof be deemed to mean and include its successor(s) and permitted
assignee(s)];

For Mahima Real Estate Pvt. Ltd.


Authorised Signatory

AND

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

Person(s) named in *Schedule-A* hereof hereinafter singly/jointly referred to as the **Allottee(s)**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & permitted assignee(s).

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

INTERPRETATIONS/DEFINITIONS

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

- a) "**ACT**" means Real Estate (Regulation & Development) Act, 2016.
- b) "**APPLICABLE LAWS**" shall mean all acts, rules and regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including bye-laws, notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any statutory authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / sale of the Project.
- c) "**APPROVED PLANS**" shall mean the plans and designs of Project developed or to be developed on the Scheduled Land (as defined herein below), which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws.
- d) "**AUTHORITY**" shall mean the Real Estate Regulatory Authority.
- e) **COMMON AREAS AND FACILITIES OF THE PROJECT:** shall mean and include such common areas, facilities, equipment and spaces in the Project, which would be developed and completed with the Project and which are meant and/or reserved for common use and enjoyment of the occupants of the Project (as defined herein below) and more particularly detailed in the **Schedule-E** attached hereto, except as specifically excluded as per the terms of the Agreement.
- f) "**CONVEYANCE DEED/LEASE DEED**" (i) in respect of the Unit shall mean written instrument executed between the Promoter/Competent Authority and the Allottee(s) through which the ownership of the Unit is transferred in favour of Allottee(s) by the Promoter subject to and in accordance with the terms of this Agreement. (ii) in respect of the Common Areas and Common Facilities shall mean written instrument executed between the Promoter and the Residents' Association through which the ownership of the Common Areas and Common Facilities is

For Mahima Real Estate Pvt. Ltd


Authorized Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

transferred in favour of Residents' Association by the Promoter subject to and in accordance with the terms of this Agreement.

- g) **"EARNEST AMOUNT"** shall mean 10% of the Basic Sale Consideration of Unit.
- h) **"INTEREST RATE"** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- i) **"OFFER LETTER"** shall have the meaning ascribed under Clause 8.2 of this Agreement;
- j) **"PARA"** means Para of this Agreement;
- k) **"PAYMENT PLAN"** shall have the meaning ascribed under **Schedule-H** of this Agreement.
- l) **"PLOT"** shall mean a unit in the Project, which means a separate and self-contained part of any immovable property, intended and/or capable of being independently and exclusively occupied and intended to be used for purpose as per the approved plan and applicable laws.
- m) **"PROJECT"** shall mean a plotted development project consisting of residential plots along with proportionate retail area, common areas and facilities, being constructed and developed upon Scheduled Land as per Approved Plans, after obtaining all the necessary permissions and approvals in accordance with Applicable Laws, known as **"MAHIMA'S WINDCHIMES"**.
- n) **"REGULATION"** means regulations made under the Act;
- o) **"RESIDENT'S ASSOCIATION"** shall mean an association or society or a co-operative society, as the case may be, of the allottees of units in the Project, which shall by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act for the management/maintenance of Common Area and Facilities of the Project.
- p) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- q) **"SCHEDULE"** means the Schedule attached to this Agreement;
- r) **"SECTION"** means the section of the Act.
- s) **"SCHEDULED LAND"** shall have the meaning ascribed in Recital A and more particularly detailed in **Schedule-B**.
- t) **"UNIT"** shall have the meaning ascribed in **Schedule-D**.

II. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 or in Rajasthan Municipalities Act, 2009 or any other law for the time

For Mahima Real Estate Pvt. Ltd.


 Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

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 comprising of Khasra No. 58/2, 57/2, 68, 69/1, 71, 71/136, 72, 74, 73/1, 87, 76/1, 78/1, 67, 58/140, 56/6 of Village Kishorpura Kankroda and at Khasra No. 44 (Shamilati No. 45/1), 44 (Shamilati No. 45/2), 42/1 (Shamilati No. 43,48,49,53,54), 42/235 (Shamilati No. 43,48,49,53,54), of Village Jaisinghpura Kankroda, Tehsil Jaipur and District Jaipur, Rajasthan with a total area admeasuring around 39 Bigha 10.83 Biswa or 100000 square meters (hereinafter referred to as 'Scheduled Land' and more fully described in Schedule - B)
- B. The Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was purchased through various Sale Deeds from various Khatedars. The Promoter is in the lawful possession of the Scheduled Land and the Scheduled Land is free from all encumbrances. Thereafter Jaipur Development Authority, Jaipur completed the 90-A proceedings vide its order जविप्रा/उपा/जोन - 12/2018/डी 353 dated 23.03.2018 and amended order जविप्रा/उपा/जोन - 12/2018/डी 379 dated 03.12.2018, thus converting the Scheduled Land suitable for development of residential project. Further Jaipur Development Authority, Jaipur approved the layout plan of the Project vide letter No. _____ dated _____ wherein land available plotted development comprising of Farm House Plots is 74813.36 Sq. Meter and the area allocated for Green Area, Roads, Facility, Solid Waste Compositor, Telecom Tower is admeasuring 25186.64 sq. mtrs., as such total project area is 100000 sq. mtrs.
- C. The Scheduled Land is free from all encumbrances and is earmarked for the purpose of plotted development of a residential plotting project, consisting of Farm House plots along with proportionate Common Areas and Facilities of the Project to be known as "MAHIMA'S WINDCHIMES".
- D. The Promoter has planned and is in the process of developing Project upon the Scheduled Land in accordance with the necessary permissions/approvals from competent authorities. The location details of the Project being developed upon Scheduled Land is fully described in **Schedule-B**.
- E. The Project has been registered with the Real Estate Regulatory Authority ("Authority") on dated _____ and the project registration certificate No. is **RAJ/___/___/___**. This registration is valid for a period till _____, unless renewed by the Authority. The details of the Promoter and the said Project are also available on the website (www.rera-rajasthan.in) of the Authority.
- F. The following approvals and sanctions have been obtained in respect of the Project:
 - i. The approved layout plan of the Project issued by the Jaipur Development Authority, Jaipur vide letter No. ज वि प्र / उपा. / जोन

For Mahima Real Estate Pvt. Ltd.


Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

- 12 / 2022 / डी - 5091 dated 25.02.2022. A copy of the Approved Layout Plan is enclosed herewith and marked as **Annexure-I**.

- G. The Promoter agrees and undertakes that it shall not make any changes to Approved Plans of the Project except in strict compliance with Section 14 of the Act and other Applicable Laws.
- H. The Promoter has conceived a detailed plan of development works to be executed in the Project. Details of the plan of development works to be undertaken in the Project and the proposed facilities to be provided as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule-F**.
- I. The details of specifications of the Project proposed to be provided in the Project have been specifically provided in **Schedule-I** attached hereto.
- J. The Promoter has opened a separate account in _____ Bank, Branch _____, Jaipur for the purpose of covering the cost of development and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- K. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the Promoter regarding the Scheduled Land on which the said Project is being developed have been completed.
- L. The Allottee(s), being aware of the Project and details given above as well as in the Brochure/advertisement about the Project, has applied for allotment and purchase of a Plot in the Project *vide* booking/application form ("**Application Form**"). The Allottee(s) has also deposited advance payment and more particularly described in the **Schedule-G** (hereinafter referred to as "**Booking Application Amount**") as an advance payment/booking application amount, which is including application fee and which is not more than 10% of Basic Sale Consideration of Unit (as defined below) and agrees to make timely and complete payments of the balance of Total Payable Amount as well as other dues under this Agreement more particularly detailed in **Schedule-H** as per terms and conditions of this Agreement.
- M. The Promoter has allotted Unit in the Project to the Allottee(s) and pro-rata share in the common areas of the Project (the layout plan of the said Unit is annexed herewith as **Annexure-II** and more particularly described in the **Schedule-D** attached herewith and hereinafter referred to as the "**Unit**").
- N. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- O. The Promoter has not made any other promises, assurances, representations in respect of the said unit/project except as specifically mentioned in this Agreement. The Parties, relying on the confirmations, representations and

For Mahima Real Estate Pvt. Ltd.


Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

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 agree to sell and the Allottee(s) hereby agrees to purchase the Unit.

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

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit.
- 1.2 The basic sale consideration of the Unit (hereinafter referred to as "**Basic Sale Consideration of Unit**") is more particularly detailed in **Schedule-H**.
- 1.3 The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits etc. (if any) (hereinafter referred to as "**Additional Payments**") as detailed in **Schedule-H**.
- 1.4 The aggregate of Basic Sale Consideration of Unit and Additional Charges in respect of the Unit as detailed in **Schedule-H** shall hereinafter be referred to as "**Total Payable Amount**".
- 1.5 The Total Payable Amount above includes the booking application amount paid by the Allottee(s) to the Promoter towards the Unit as mentioned in **Schedule-G**. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Payable Amount, shall be paid by the Allottee(s) in addition to Total Payable Amount as per terms of this Agreement.
- 1.6 The Total Payable Amount above includes taxes (comprising of taxes paid or payable by the Promoter by way of GST (if any) and cess or any other similar taxes which may be levied, in connection with the development of the Project, by whatever name called, uptill the date of offer of possession of Unit through Offer Letter. However, the Total Payable Amount does not include stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed/Lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s).

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

For Mahima Real Estate Pvt. Ltd


Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

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

- 1.7 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule-H** attached hereto ("**Payment Plan**") and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.8 The Total Payable Amount 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 in any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

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

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

- 1.10 The Promoter shall not make any additions and alterations in the Approved Plans and specifications of the Project or the Common Areas and Facilities of Project as described therein at **Schedule-I** in

For Mahima Real Estate Pvt. Ltd.


 Authorised Signatory

Signature of Promoter

Signature of Allottee(s)


The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

respect of the Project without the previous written consent of the 2/3rd of allottee(s) of the Project and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act without the consent of the Allottee(s), but after declaration and intimation to the Allottee(s).

- 1.11 The Promoter shall confirm to the final unit area that has been allotted to the Allottee(s) after the development of the Project is complete, by furnishing details of the changes, if any, in the unit area. The Total Payable Amount payable for the Unit shall be recalculated upon confirmation by the Promoter. If there is reduction in the Unit area, then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest computed at Interest Rate from the date of receipt of last installment of Total Payable Amount. If there is any increase in the Unit area which is not more than three percent of the Unit area allotted to the Allottee(s), the Promoter may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made in proportion to Total Payable Amount as agreed in **Schedule-H**.
- 1.12 That the Unit is part of the Project and it is in the interest of the Allottee(s) that some safeguards be provided to prevent unauthorized persons to enter into the Unit/Project, including the Common Areas and Facilities, Developed with Project and to give an effective hand to the Promoter/Residents' Association to deal with such unlawful entrants/peddlers, etc. and also to enable the Promoter/Residents' Promoter/Association and lawful occupants of the various Units in general, to deal more effectively with the security of the Plots/Unit/Project and maintenance of order therein, the entry be regulated.
- 1.13 Subject to clause 9.3, the Promoter agrees and acknowledges that after registration of Conveyance Deed/Lease Deed/Patta of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:
 - (i) The Allottee(s) shall have exclusive ownership of the Unit.
 - (ii) The Promoters shall handover the Common Areas and Facilities of the Project to the Resident's Association on completion of the project.

For Mahima Real Estate Pvt. Ltd


Authorized Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

(iii) The Allottee(s) after receiving possession has a right to undertake construction on the allotted unit, in accordance with the terms of the Sale Deed/Lease Deed of the Unit and all Applicable Laws in this regard.

1.14 The Allottee(s) agrees and understands that the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which they shall be free to deal with, in accordance with Applicable Laws.

1.15 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 Residents' Association shall not have or shall not obstruct on utilization of this right by the Promoter.

1.16 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.

1.17 The Promoter agrees to pay all outgoings/dues before transferring the physical possession of the Unit to the Allottee(s) which has collected from the Allottee(s), for the payment of outgoings/dues. If the Promoter fail to pay all or any of the outgoings/ dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Promoter agree to be liable, even after the transfer of the Unit, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.18 That the Project shall always be known as "Mahima's Windchimes" and the name of the Project shall not be changed except with the consent of the Promoter.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of "Mahima Real Estate Private Limited" payable at Jaipur. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

3. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

For Mahima Real Estate Pvt. Ltd


Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

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

4. TIME IS ESSENCE:

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 Apartment/Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

5. DEVELOPMENT OF THE PROJECT

The Allottee(s) has seen, understood and accepted the Approved Plans, Payment Plan, specifications, amenities and facilities of the unit/project as 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 Approved Plans specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by the Approved Plans and shall also strictly abide by the bye-laws and provisions prescribed by the relevant Township Policy and shall not have an option to make any variation/ alteration/ modification in the Approved Plans, other than in the manner provided under the Act and the procedure agreed under clause 1.10 hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

6. CONVEYANCE AND POSSESSION OF SAID UNIT:

6.1 Schedule for possession of the Unit - The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the common areas to the Residents' Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 30.12.2023, 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(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit, 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

For Mahima Real Estate Pvt. Ltd.


Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

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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(s), the Allottee(s) 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.

- 6.2 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit, 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(s) 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/Residents' Association, 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.

- 6.3 Failure of Allottee(s) to take possession of Unit** - Upon receiving a written intimation from the Promoter as per Term No. 6.2 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 to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 6.2 above, such Allottee(s) shall continue to be liable to pay maintenance charges as specified under Term No. 6.2 above.

- 6.4 Possession of the Allottee(s)** - After obtaining the occupancy certificate and handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Residents' Association 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 Residents' Association or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

- 6.5 Cancellation by Allottee(s)** - 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.

For Mahima Real Estate Pvt. Ltd.


Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

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.

6.6 Compensation - The Promoter shall compensate the Allottee(s) in case of any loss, caused to the Allottee(s) 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. 6.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the 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(s) does not intent to withdraw from the Project the Promoter shall pay the Allottee(s) interest for every month of delay, till the handing over of the possession of the Apartment/ Plot, which shall be paid by the Promoter to the Allottee(s) within forty-five days of it becoming due.

7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, actual, physical clear and marketable title and legal possession with respect to the Scheduled Land and the Promoter has the requisite rights to carry out development upon the Scheduled Land.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the Scheduled Land or the Project.
- (iv) There are no litigations pending before any Court of law with respect to the Scheduled Land, Project or the Unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Scheduled Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter have been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Project, Unit and Common Areas and Facilities developed with the Project.

For Mahima Real Estate Pvt. Ltd.


 Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

- (vi) The Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (vii) The Promoter have not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Scheduled Land, including the Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the Conveyance Deed/Lease Deed/Patta of the Unit the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s).
- (x) The Scheduled Land is not the subject matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Scheduled Land.
- (xi) The Promoter 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 Project (except the taxes mentioned herein below which shall be paid according to the said Clause) to the competent authorities till Completion Certificate has been issued and possession of the Unit along with the Common Area and Facilities has been offered to the Allottee(s) and Residents' Association, respectively. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification, including any notice for acquisition or requisition of the property has been received by or served upon the Promoter by which rights of Allottee(s) in respect of the Scheduled Land and/or the Project/Unit is being affected.
- (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.
- (xiii) The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement and/or in the Unit, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only and in case of cancellation by any such Allottee(s) refund as per the terms of the Agreement shall be made only to the Allottee(s).

For Mahima Real Estate Pvt. Ltd.


Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

8. COMPLIANCES BY ALLOTTEE(S) IN RESPECT OF CONVEYANCE AND POSSESSION:

Notwithstanding anything referred to in clause 6 hereinabove, the Allottee(s) shall comply with the following, so as to being entitled to receive possession of the Unit:-

8.1 The Allottee(s) shall make timely payment of all installments as per the Payment Plan. Timely payment of Total Payable Amount and other payment/charges by the Allottee(s) as per this Agreement shall be the essence of this Agreement. If, the completion of Project is delayed due to Force Majeure condition then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

8.2 The Promoter, within 30 days of obtaining the occupancy certificate from the competent authority, shall vide offer letter ("Offer Letter") (i) invite Allottee(s) (along -with details of outstanding dues and stamp duty, registration charges and other incidental charges to be paid by the Allottee(s) to the Promoter as per this Agreement before hand) to execute and register Conveyance Deed of the Unit; and (ii) offer the possession of the Unit. The Promoter shall, subject to receipt of Total Payable Amount in respect of the Unit as per Payment Plan, delay interest, if any, and such other charges as mentioned under the Agreement from the Allottee(s), shall execute and register a Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in common areas of Project. The Allottee(s) shall be solely responsible and liable for compliance of the provision of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "*as is where is basis*". The Promoter shall not be held responsible in any manner for any future mishap like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

8.3 In case the Allottee(s) cancels/withdraws from the Project without any fault/default of the Promoter, the Promoter shall be entitled to forfeit the Earnest Amount, all any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amount paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoter to the Applicant(s) without

For Mahima Real Estate Pvt. Ltd.



Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

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any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer.

8.4 The Allottee(s) shall be liable to pay from the date of issuance of the offer Letter, house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Super Built Up Area of Unit. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter.

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 Unit to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in clause 6.1 above in this Agreement or fail to complete the Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Project with the Authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the development and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest calculated at Interest Rate within 45 (forty -five) days of receiving the termination notice:

For Mahima Real Estate Pvt. Ltd.

 Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest calculated at Interest Rate for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within 45 days of it becoming due.

9.3 The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:

- (i) failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan and/or other payments under this Agreement, despite having been issued notice in that regard;
- (ii) delay/default by Allottee(s) under Clause 9.3 (i) above continues for a period beyond 2 months after demand notice from the Promoter in this regard;
- (iii) after the issuance of Offer Letter as per Clause 8.2 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 8.2 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/Lease Deed/Patta of the Unit and/or taking possession of Unit within the period mentioned in Offer Letter;
- (v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) Violation of any of the Applicable Laws on the part of the Allottee(s).

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

- (i) Upon occurrence of event of default mentioned in Clause 9.3(i) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- (ii) Upon occurrence of event of default mentioned in Clause 9.3(ii) the Promoter may cancel the allotment by terminating this

For Mahima Real Estate Pvt. Ltd.


Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

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Agreement by serving a notice of 30 days to the Allottee(s) in this regard;

(iii) Upon occurrence of event of default mentioned in Clause 9.3(iii), (iv), (v) or(vi) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4 (ii); Further in case of event of default under Clause 9.3(iii), till the time Promoter exercise the option to terminate this Agreement, it shall be entitled to (a) recover interest as per Clause 9.4 (i) ; (b) recover maintenance charges along with applicable taxes, from the date of issuance of Offer Letter; (c) recover holding/safeguarding charges @ ____ per sq. yds per month on the ____ area of the Unit; and (d) recover taxes mentioned in Clause 8.4; (e) withhold registration of the Conveyance Deed/Lease Deed/Patta of the Unit in favour of the Allottee(s) and to refuse possession of Unit to the Allottee(s) till payment of amounts mentioned Clause 9.3(iii) and Allottee(s) hereby authorizes the Promoter for the same.

(iv) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without 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.

9.5 Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from such new allottee/buyer:

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

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

For Mahima Real Estate Pvt. Ltd



Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

10. MAINTENANCE OF THE PROJECT:

- 10.1 That until the handover of the Common Areas and Facilities Developed with Project to the Residents' Association in accordance with the Act, the Promoter shall maintain the Common Areas and Facilities Developed with Project at budgeted cost with fifteen percent (management fees) along with applicable taxes.
- 10.2 That a Resident's Association of allottees of Units in the Project shall be formed for the Project. The allottees of all the Plots of Project shall become the members of the Resident's Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Resident's Association. Allottee(s) shall undertake construction over the Plot/Unit after receipt of possession as per the terms of Sale Deed/Lease Deed. The Allottee(s) shall obtain an NOC from the Resident's Association/Promoter before commencing construction over the said Plot/Unit.
- 10.3 The Allottee (s) shall not raise any objection, if any changes or modification are made in the draft Bye- Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of the Common Areas and Facilities Developed with Project to Resident's Association as per the Act, it shall be sole responsibility of the Residents' Association, to run and maintain the Common Area and Facilities Developed with Project and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Facilities Developed with 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 Residents Association, from time to time & regularly. The Allottee(s) hereby agrees that his/her right to use of Common Areas and Facilities of the Project shall be subject to timely payment of total maintenance charges along with applicable taxes if any, as determined and thereafter billed by the Residents' Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Residents' Association from time to time.
- 10.4 Allottee(s) shall be bound by all the terms and conditions of Bye-Laws, maintenance agreement and any other agreement entered by the Residents' Association and any decisions taken by the Residents' Association as per its Bye -Laws.

11. AMENITIES

11.1 Electricity Connection:

The Promoter shall make provisions as per the prevailing township policy for electricity connection in the Project. That Allottee(s) shall be required to get and maintain separate electric connection for the Unit in his/her own name from concerned authorities and the entire cost

For Mahima Real Estate Pvt. Ltd.


Authorised Signatory

Signature of Promoter

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of the electric meter and its fixation charges, cabling, MCB main switch and other fittings shall be borne by the Allottee(s). The monthly charges of the electricity bill shall be borne by the Allottee(s).

- 11.2 The Promoter shall only make provisions for water supply by constructing an underground water tank for supply of water as per the requirement assessed by the Promoter. The Allottee(s) shall bear the proportionate charges for potable water procured from Municipality, Water Works Department and/or from outside vendor.

12. INDEMNIFICATION

- 12.1 The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in Clause 17 and/or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 17 and/or (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

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

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

13. SPECIFIC PERFORMANCE

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter

For Mahima Real Estate Pvt. Ltd.


Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

14. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT :

- (i) That if the Allottee(s) wishes to assign the booking/allotment in favour of another person, the transfer will be allowed only after payment of Rs. ____/- per sq. yard on Unit Area as transfer fee. Such Transfer will be done only after receipt of 95% Basic Sale Consideration of Unit by Promoter. Any first such transfer to grandmother, grandfather, father, mother, brother, sister, wife, son, daughter, grandson and granddaughter if allowed by relevant provisions of laws, shall be exempted from the transfer fee. Valid documents in respect of transfer as per transfer policy of the Promoter on case to case basis may be required. In case of such transfer, the Allottee(s) shall be solely responsible for all the cost and expenses, including, income tax, stamp duty and registration charges, etc. in respect of such transfer.
- (ii) The Allottee(s) shall be solely responsible for taking insurance of the Unit at its own cost and expenses.
- (iii) Subject to clause 10 above, the Allottee(s) shall, after taking possession, be solely responsible for its Unit, and shall not do or suffer to be done anything in or to the Unit, common areas of the project, which may be in violation of any laws or rules of any authority or change or undertaken any work which in any way damaged or jeopardized the Project.
- (iv) The Allottee(s) further undertakes, assures and grants that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. in any area other than the Unit.
- (v) The Allottee(s) recognizes that the Unit is being serviced by the Resident's Association and that any external agency would be detrimental to the interest of the Unit's/Project's maintenance and upkeep. However, the Resident's Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Project.
- (vi) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Resident's Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- (vii) The Allottee(s) after receipt of possession of the unit may construct and build on the Plot a house/building for residential purpose only after obtaining the requisite sanction of the building plans and other approvals from the Competent Authority without creating any hindrance and/or nuisance for other Allottee(s) of the Project. In the

For Mahima Real Estate Pvt. Ltd


Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

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event of the Allottee(s) misusing the property for any purpose other than the residence without permission from the Competent Authority, the Allottee(s) shall also be liable to pay such other penalty as may be imposed by the Competent Authority.

- (viii) The Allottee(s) hereby agrees and undertake that he/she/it/they or his/her/its/their Successor or Legal Representatives or subsequent purchasers shall not for all the times to come raise any kind of construction whatsoever or put any Pillar, Gate, Barricade, Fencing etc. (neither temporary nor permanent) beyond the periphery of the plot/Unit allotted to him/her/it/them. The Allottee(s) or his/her/its/their Successor or Legal Representatives or subsequent purchasers also agree and undertake that he/she/it/they shall not park any vehicle on the road in front of the plot except over the space provided specifically for Parking in the Project, failing which the Promoter/Resident's Association shall be free to take any legal and coercive action against the Allottee(s)/successor/subsequent purchaser. The Allottee(s) further undertakes and agrees that he/she/it/they shall record and stipulate this undertaking in all the subsequent transfer documents and shall make bound all his/her/its/their successor/legal representatives/ subsequent purchasers with this undertaking/condition.
- (ix) The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Project or for any illegal or immoral purpose.
- (x) The Allottee(s) shall be liable to pay proportionate common electric charges and water charges from the date of offer of possession in proportion to the area owned by them or occupied by them.

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

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

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON UNIT:

Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the Promoter raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the 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).

For Mahima Real Estate Pvt. Ltd


Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

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 (30) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar of Jaipur District (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/allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking application amount shall be returned to the Allottee(s) without any interest or compensation whatsoever. However, 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 and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit.

19. RIGHT TO AMEND:

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES:

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and all occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) in the Unit is permissive or hostile.

21. BROKERAGE:

For Mahima Real Estate Pvt. Ltd.


 Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

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. REFUND OF AMOUNTS PAID DURING DEVELOPMENT

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

23. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

24. 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.


25. 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 Area of the Unit bears to the total Area of all the Units in the Project, as the case may be.

26. 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

For Mahima Real Estate Pvt.Ltd


Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

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.

27. PLACE OF EXECUTION:

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

28. NOTICES:

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

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

29. 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).

30. NRI ALLOTTEES:

- 30.1 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 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.

For Mahima Real Estate Pvt. Ltd


Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

30.2 The Promoter accepts no responsibility in regard to matters specified in clause 30.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regards. 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. 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.

31. SAVINGS:

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

32. 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.

33. DISPUTES:

- a) All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.
- b) In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

For Mahima Real Estate Pvt. Ltd.


Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

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

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

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

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

Promoter
For and on behalf of M/s. Mahima Real Estate Private Limited
Name
Signature
Designation

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

For Mahima Real Estate Pvt. Ltd.


Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

SCHEDULE-A

(Description of the Allottee(s))

[if the Allottee is an individual]

Mr./Mrs./Ms. _____ Aadhar No. _____

Son/Daughter/Wife of Mr. _____

aged about ____ years r/o Plot No. _____

Income Tax Permanent Account No. (PAN) _____

JOINTLY WITH *(if applicable)*

Mr./Mrs./Ms. _____ Aadhar No. _____

Son/Daughter/Wife of Mr. _____ Aged

about ____ years R/o _____

Income Tax Permanent Account No. _____

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)

OR*[if the Allottee is a company]*

M/s..... (CIN No.....) a Company incorporated under the provisions of the Companies Act, 1956 /2013 having the registered office at and its PAN is through Mr.(Aadhar No.....), its

For Mahima Real Estate Pvt. Ltd

Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

authorized signatory who has been duly empowered vide Board Resolution dated (Copy enclosed)

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 jointly and severally referred to as the "Allottee(s)"which
expression shall unless repugnant to the context or meaning thereof be deemed
to include his / her / their legal representative(s), administrator(s), executor(s),
successor(s) and permitted assignee(s)]

SCHEDULE-B
(Description of Scheduled Land)

Name of Revenue Village and Tehsil	Khasra No.

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

- In North -
- In South ✓ -
- In East -
- In West -

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

LATITUDE:

LONGITUDE:

4. Other details of the location of the Project:

- a.
- b.

For Mahima Real Estate Pvt. Ltd.


Authorised Signatory

5. Location Map

SCHEDULE-C

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

Promoter	Allottee(s)
M/s Mahima Real Estate Private Limited, Registered Office: 4 th Floor, Crystal Palm, 22 Godam Circle, Sahkar Marg, Jaipur	

SCHEDULE-D

(Description of the Unit)

- (i) Plot No._____;
- (ii) Total Area_____ Sq. Yds. (_____ Sq. Mtrs.);
- (iii) Boundaries of the Unit:
 - In North -
 - In South -
 - In East -
 - In West -

SCHEDULE-E

(Details of Common Areas, facilities and amenities of the Project)

- 1. Boundary wall, if any.
- 2. Main Entrance Gate(s) for Entry and Exit in the Said Project
- 3. Landscape Gardens.

For Mahima Real Estate Pvt. Ltd.

Authorised Signatory

Signature of Promoter

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

Signature of Allottee(s)

SCHEDULE-F

(Detailed Plan of Development Works to be undertaken)

The Promoter has conceived a detail plan of following development works to be developed in various phases in the Whole Project including the said Project:

- i) **Water Supply-** The provision for water supply is being done as per the prevailing norms. Supply from PHED and/or other concerned departments shall take place in due course and therefore till the time water shall be obtained through water tankers by the allottees.
- ii) **Electric Supply-** The Promoter shall make provisions as per the prevailing township policy for electricity connection in the Project. The Allottee(s) shall be required to get and maintain separate electric connection for the Unit in his/her own name from concerned authorities.
- iii) **Rain Water Harvesting** -Water from all open areas shall be collected through surface water drains, which shall recharge the ground water as per norms.

SCHEDULE-G

(Details of Advance Payment)

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

Cheque/RTGS/ NEFT No.	Bank	Date	Amount

For Mahima Real Estate Pvt. Ltd.


 Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

SCHEDULE-H
(Payment Details)

➤ **Details of Total Payable Amount:-**

The basic sale consideration of the Unit is Rs. _____/- (Rupees _____ only) (i.e. "Basic Sale Consideration").

The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay taxes, charges, deposits, etc. (if any).

Balance Consideration:-

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

➤ **Payment Schedule:-**

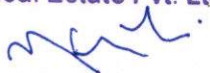
Milestone for Payment	Percentage of the Basic Sale Consideration	Installment Amount in Rs.	Received/ Remaining
Total			

SCHEDULE-I

(Specifications which are part of the Project which shall be in conformity with the advertisement, brochure etc. circulated by the Promoter at the time of booking of the Plot in the Project)

SPECIFICATION
1. Road Network
2. Electrification
3. Park Development
4. Block Boundary
5. Water Tank
6. Water Harvesting System
7. Sewerage Facility
8. Water Pipeline

For Mahima Real Estate Pvt. Ltd.


Authorised Signatory

Signature of Promoter

Signature of Allottee(s)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

Annexure-I
(Approved layout plan of the Project)

Annexure-II
Layout plan of Unit

For Mahima Real Estate Pvt. Ltd


Authorised Signatory

Signature of Promoter

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same

Signature of Allottee(s)