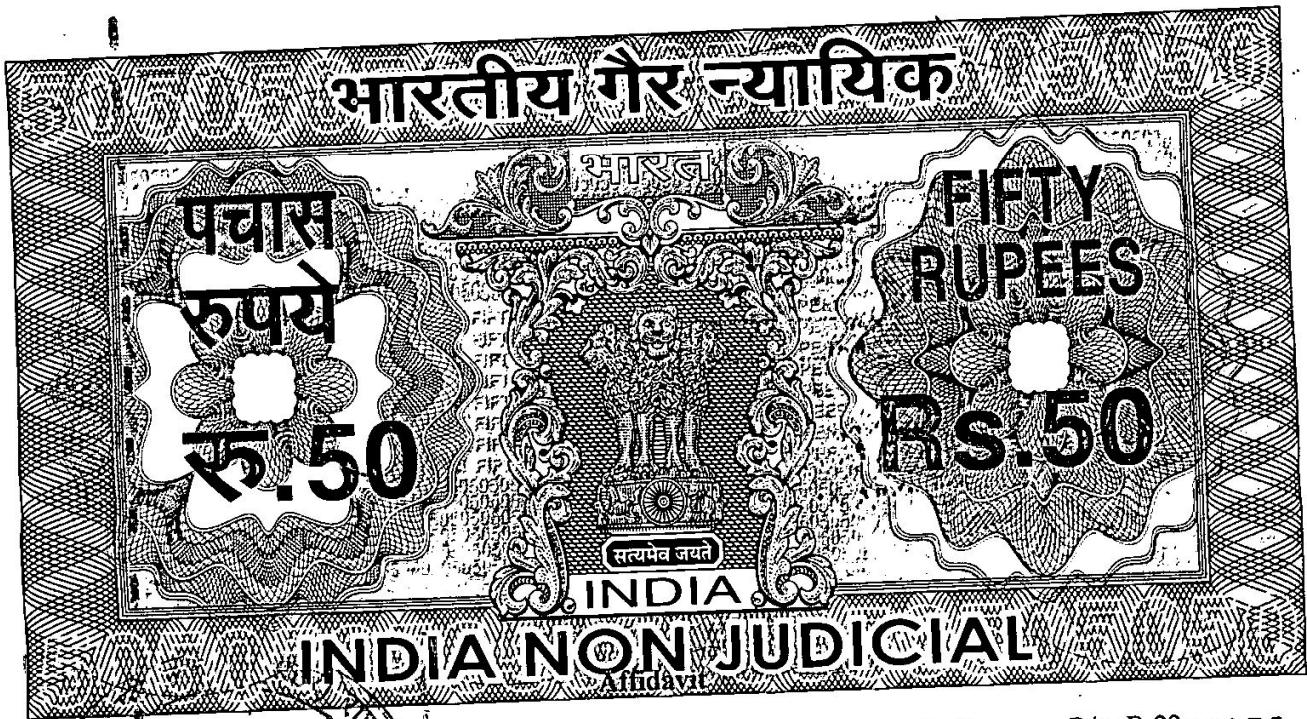
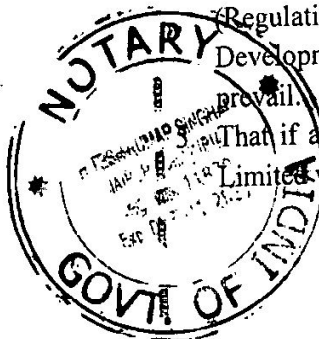




राजस्थान राजस्थान
Rajesh Kumar Sharma Son of Shri Girdhari Lal Sharma aged 48 years R/o B-22, 58835
Hastinapur Vistar, Maharana Pratap Nagar, Panchyawala, Jaipur (Raj) duly authorized by the
promoter, Manglam Build-Developers Limited, do hereby solemnly declare, undertake and
state as under:

1. That we have applied for registration of our project 'Manglam Vaishali Estate EWS & LIG' at Khasra No. 2047/1, 2114, 2129, 2131, 2138/2 Village Sirsi & Bhankrota, Tehsil Jaipur & Sanganer, Jaipur Rajasthan under the provisions of the Real Estate Regulation and Development Act, 2016 read with the Rajasthan Real Estate (Regulation and Development) Rules, 2017
 2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
 3. That the draft Agreement to Sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made there under.
 4. That if any condition in the Agreement to sale is in contravention with the Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate Regulation and Development Rules, 2017, then in that case provision of the Act and Rules shall prevail.
- That if any contradiction arises in the future, then M/s Manglam Build-Developers Limited will be responsible for it.



Rajesh Kumar Sharma
Deponent

Verification

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

ATTESTED

Verified by me at 5 AUG 2019 day of August

NOTARY PUBLIC
JAIPUR (RAJ) INDIA
5 AUG 2019

Rajesh Kumar Sharma
Deponent

- 5 AUG 2019

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- 5 AUG 2019

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राजस्थान स्टाफ अ. वि. स्थायी राशि	के अन्तर्गत भार
1. आधारभूत	5
2. माध्यमिक	5
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AGREEMENT FOR SALE

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

BY AND BETWEEN

M/s Manglam Build-Developers Limited, a company incorporated under the provisions of the Companies Act, 1956 having its office at 6th Floor, Apex Mall, Lal Kothi, Tonk Road, Jaipur Rajasthan (**PAN- AAFCM4862Q**) through its Authorised Representative Mr. _____ (Aadhar No. _____) duly authorized *vide* Authority Letter dated _____ passed and signed by all the partners constituting the firm [hereinafter referred to as the "**Promoter**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & permitted assignee(s) including those of the respective partners] of the **ONE PART**.

AND

Mr./Ms./Mrs. _____, Son/Daughter/Wife of
Mr. _____, R/o _____ (Aadhar No. _____)
(PAN _____) jointly with Mr./Ms./Mrs. _____,
Son/Daughter/Wife of Mr. _____, R/o _____
_____ (Aadhar No. _____)
(PAN _____) ; hereinafter singly/jointly referred to as the
Allottee(s), which expression shall unless repugnant to the context or

For Manglam Build Developers Ltd.

[Signature]

Authorised Signatory

meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & permitted assignees) of the **OTHER PART**.

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

INTERPRETATIONS/DEFINITIONS

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

- a) "**ACT**" means Real Estate (Regulation & Development) Act, 2016.
- b) "**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 the 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 notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Said Project.
- c) "**APPROVED PLANS**" shall mean the plans/layout of project (as defined herein below) which has been duly approved by the Jaipur Development Authority including changes therein which may subsequently be made by the promoter in accordance with applicable laws.
- d) "**DELAY PAYMENT CHARGES**" means the charges payable by the Allottee(s) to the Promoter for delay in payment of any due amount, installment, charges etc. at the rate of State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules
- e) "**EARNEST AMOUNT**" shall mean 10% of the Total Price of the Plot.

- f) **"HE OR HIS"** shall also mean either she or her in case the Buyer is a female or it or its in case the Buyer is a partnership firm or a limited company.
- g) **"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.
- h) **"PARA"** means Para of this Agreement.
- i) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- j) **"SCHEDULE"** means the Schedule attached to this Agreement;
- k) **"SECTION"** means the section of the Act.
- l) **"SCHEDULED LAND/PROJECT LAND"** means land admeasuring _____ sq. mtrs. and thereabout lying and situated at Khasra no. 2047/1, 2114, 2129, 2131, 2138/2, Village Sirsi & Bhankrota, Tehsil Jaipur & Sanganer, Jaipur, State Rajasthan on which the said Project named **"Manglam Vaishali Estate EWS & LIG"** is being developed and is demarcated and shown in **Schedule- A**.
- m) **"SAID PROJECT"** shall mean the plotted development project comprising of 28 plots, all developments as required as per conditions of approval of layout plan, upon the project land and names as **"Manglam Vaishali Estate EWS & LIG"**.

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 being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT:

- A. The Promoter has a legal title to Khasra no. 2047/1, 2114, 2129, 2131, 2138/2, Village Sirsi & Bhankrota, Tehsil Jaipur & Sanganer, Jaipur, State

Rajasthan and is absolutely seized and is in lawful possession of the said land. Further, the Promoter framed a scheme for developing a plotted project to be known as "**Manglam Vaishali Estate EWS & LIG**" comprising various plots on said land.

- B. The Promoter planned and is in the process of constructing and developing Said Project upon the Scheduled Land after getting necessary permissions/approvals from concerned competent authorities. The location detail of the Said Project is fully described in **Schedule A**.
- C. The project land is free from encumbrances
- D. The Said Project has been registered with the Real Estate Regulatory Authority ("**Authority**") on dated _____ and the Said Project's Registration Certificate No. is _____. This Registration is valid for a period of _____ years commencing from _____, unless renewed by the Authority. The details of the Promoter and the Said Project are also available on the website (www. _____) of the Authority.
- E. The following approvals and sanctions have been obtained in respect of the Said Project:
 - (i) The Layout Plan/Site Plan of the said Project has been approved by the Jaipur Development Authority. A copy of the Site Layout Plan is enclosed herewith and marked as **Annexure- I**.
- F. The Promoter agrees and undertakes that it shall not make any changes to Approved Plan of the Said Project except in compliance with Section 14 of the Act and other Applicable Laws.
- G. The Promoter has conceived a detailed plan of development works to be executed in the Said Project. Details of the plan of Development Works to be undertaken in the Said Project have been specifically provided under **Schedule- D**.
- H. The detail of external development works to be taken for the project have been specifically provided in **Schedule- E** attached hereto.

For Manglam Build Developers Ltd.

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- I. The Promoter has opened a separate account in the name of _____ Branch _____ of _____ Bank for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4 of the Act.
- J. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to right, title and interest of the Promoter regarding the Scheduled Land on which the Said Project is being developed have been completed.
- K. The Allottee(s) has seen and has satisfied him/her/them self regarding the condition and current status of the Project prior to the execution of this agreement. The allottee has also undertaken inspection of the said plans of the project and all the documents referred to in this agreement and the allottee(s) stands fully satisfied with the layout of the sanctioned plans of the project.
- L. The Allottee(s), being aware of the Said Project and details given above as well as in the advertisement about the project, has applied for allotment and purchase of a Plot in the Said Project and deposited advance amount and agreed to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- M. On application, as aforesaid, the Allottee(s) has been allotted a Plot in the Said Project and more particularly described in **Schedule "B"** attached herewith and hereinafter referred to as the **"Unit/Plot"**. The layout plan of the said plot is annexed herewith as **Annexure-II**
- 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 Said Project.
- O. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

For Manglam Build Developers Ltd.

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

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

1. TERMS:

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Plot more specifically given in the **Schedule "B"** hereunder.
- 1.2 The total price of the Plot is more particularly described in **Part I of Schedule C** hereunder.
- 1.3 The Total Price above includes the booking/advance amount paid by the Allottee(s) to the Promoter towards the Plot as mentioned in **Schedule C**. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Price, shall be paid by the Allottee(s) in addition to Total Price as per this Agreement.
- 1.4 In addition to the Total Price, Allottee shall be liable and responsible to pay all taxes, including but not limited to Value Added Tax, GST and Cess or any other similar taxes which may be levied, in connection with the the Said Plot. The Allottee shall also be liable to pay maintenance deposit, upfront maintenance charges, documentation charges, charges towards water infrastructure fund, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Sale Deed, Sub- Lease Deed etc. in respect of the Plot, which shall be exclusively borne and paid by the Allottee(s). Details of the total price as above payable by the

For Manglam Builders Developers Ltd.

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Allottee(s) to the Promoter has been particularly described in **Part I of Schedule C**.

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

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

- 1.5 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in **Part I of Schedule C** to be paid in the manner provided in **Part II of Schedule C** hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.6 The Total Price 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.

For Manglam Build Developers Ltd.
B. Mang

- 1.7 The Allottee(s) shall be liable for all costs, charges and expenses in connection with the costs of the preparing, executing and registering of this Agreement or related agreements, conveyance or conveyances, sub lease deed, sale deed and any other document or documents required to be executed by the Promoter for preparation and approval of such documents.
- 1.8 The Promoter has already received an advance/ booking amount from the Allottee(s) as mentioned in **Part III of Schedule C** and the Allottees(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan given in **Part II Schedule - C** attached hereto.

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

- 1.9 The Promoter shall not make any additions and alterations in the approved plans of the Said Project without the previous written consent of the Allottee(s) and the Allottee(s) further agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of Section 14 of the Act.

- 1.10 Subject to **Clause 9.3**, the Promoter agrees and acknowledges that after registration of conveyance deed of the Plot, the Allottee(s) shall have exclusive ownership of the Plot. That the computation of the price of the Plot includes recovery of price of

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land of plot, internal development charges, external development charges and all other facilities to be provided within the Project.

- 1.11 To assess the extent of development of the Said Project, the Allottee(s) may visit the Said Project. However, The Promoter discourages such kind of visit by the Allottee(s) and his/her family members due to the risk at construction site. If the Allottee decides to visit site, he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the Promoter shall not in any way be held responsible for any accident, fall of any object, mishappening etc. caused to/with Allottee(s) and his/her accompanying persons while using the Site. Further, the Promoter strictly prohibits the visit of children at construction site.
- 1.12 The Allottee(s) agrees and understands that except the Plot as described in **Schedule-B** attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Said Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws.
- 1.13 The Allottee(s) hereby agrees and acknowledges that notwithstanding anything mentioned in this agreement, the Promoter shall not be under any obligation to provide any development and/or services and/or facilities except as specifically mentioned in this Agreement.
- 1.14 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Plot to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues. If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) before transferring the Plot to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the Plot, 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.

For Manglam Build Developers Ltd.
[Signature]
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- 1.15 That the said Project shall always be known as "**Manglam Vaishali Estate EWS & LIG**" and the name of the said Project shall not be changed except with the consent of the Promoter.

2 MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan hereunder through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of **Manglam Build-Developers Limited** payable at _____. The receipt would be valid only after realization of the said cheque/demand draft/pay order and effect of credit in accounts of the promoter. However, the date of credit shall be deemed to be date of payment of installment, by the allottee

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('**FEMA**'), Reserve Bank of India Act, 1934 ('**RBI Act**') and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in **clause 3.1** 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, the Allottee(s) shall inform the Promoter in writing.

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 Plot in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

4 ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

5 TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Said Project as disclosed at the time of registration of the Said Project with the Authority and as extended as per the applicable laws and towards handing over the Plot to the Allottee(s).

Allottee(s) shall make timely payment of all installments as per the payment plan. Timely payment of total price/sale consideration of plot and other payment/charges by the allottee(s) as per this agreement shall be the essence of this agreement.

6 DEVELOPMENT OF THE SAID PROJECT:

The Allottee(s) has seen, understood and accepted the approved plans, payment plan annexed along with this Agreement. The Promoter shall develop the Said Project in accordance with the approved plans. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities, other than in the manner provided under the Act and the procedure agreed under **clause 1.9** hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

For Manglam Build Developers Ltd.

Authorised Signatory

7 CONVEYANCE AND POSSESSION OF SAID PLOT:

7.1

Schedule for possession of the Plot – The Promoter agrees and understands that timely delivery of possession of the Plot to the Allottee(s) and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31/03/2021, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2

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

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case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Plot, as the case may be, to the Allottee at the time of conveyance of the same.

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

7.4 Possession of the Allottee- After obtaining the occupancy certificate and handing over physical possession of the Plot to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws: Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

7.5 Cancellation by Allottee(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. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

7.6 Compensation - The Promoter shall compensate the Allottee(s) in case of any actual loss, caused to him due to defective title of the Land, on which the Said Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

For Manglam Build Developers Ltd.



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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Scheduled Land and the requisite rights to carry out development upon the Scheduled Land and absolute, actual, physical and legal possession of the Scheduled Land for the Said Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Project.
- (iii) There are no litigations pending before any Court of law with respect to the Scheduled Land, Said Project or the Plot.
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Said Project, Scheduled Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain in compliance with all applicable laws in relation to the Said Project and Plot.
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby

For Manglam Build Developers Ltd.

[Signature]

Authorised Signatory

the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.

- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Scheduled Land, including the Said Project and the Plot which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Plot to the Allottee(s) in the manner contemplated in this Agreement.
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee(s).
- (ix) The Project Land is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Project Land.
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the Competent Authorities till possession of the plot.
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter in respect of the Scheduled Land and/or the Said Project.
- (xii) 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 plot, in any way and Promoter shall issue the payment receipts in favour of the allottee(s) only and in case of cancellation by such allottee(s) refund as per the terms of the agreement shall be made only to the allottee(s).

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

For Manglam Build Developers Ltd.

[Signature]

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

- (i) The Promoter fails to provide possession of the Plot to the Allottee(s) without any default on the part of the Allottee(s), within the time period specified in **Clause 7.1** above in this Agreement or fails to complete the Said Project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the Said Project with the Authority.
- (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 delay payment charges; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Plot, along with interest calculated at Interest Rate within forty-five days of receiving the termination notice:

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

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

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- (i) failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
- (ii) delay/default by Allottee(s) under Clause 9.3 (i) above continues for a period beyond 2 consecutive months after demand notice from the Promoter in this regard;
- (iii) after receiving written intimation from the promoter as per Clause 7.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including delay payment charges, if applicable, under this Agreement within the period mentioned in the said Letter;
- (iv) after receiving written intimation from the promoter as per Clause 7.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Plot and/or taking possession of Plot within the period mentioned in Offer Letter;
- (v) breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) violation of any of the Applicable Laws on the part of the Allottee(s).

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

- (i) Upon occurrence of event of default mentioned in Clause 9.3(i) the Allottee(s) shall be liable to pay delay payment charges on the overdue amounts for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- (ii) Upon occurrence of event of default mentioned in Clause 9.3(ii) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- (iii) Upon occurrence of event of default mentioned in Clause 9.3(iii), (iv), (v) and (vi) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4 (ii); Further in case of event of default under Clause 9.3(iii), till the time Promoter exercise the

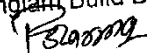
option to terminate this Agreement it shall be entitled to (a) recover delay payment charges as per Clause 9.4 (i) and (b) recover maintenance charges from the deemed date of possession; (c) recover holding/ safeguarding charges @ 0.1% per month on the Total Price of the Plot, if any; (d) taxes mentioned in above Clause(s); (e); withhold registration of the conveyance deed of the Plot in favour of the Allottee(s); and to refuse possession of Plot to the Allottee(s) till payment of amounts mentioned Clause 9.3(iii) and Allottee(s) hereby authorizes the Promoter for the same.

- (iv) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without delay payment charges shall not be deemed to be a waiver by the Promoter of its right of charging such delay payment charges or of the other rights mentioned in this Agreement.

9.5 Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Plot. The Promoter shall be entitled to sell the Plot to any other person or otherwise deal with the Plot 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 Plot to a new allottee/buyer, from the amounts realized from the such new allottee/buyer:

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

9.6 Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under the Act for

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default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

10. SPECIFIC PERFORMANCE

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

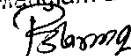
11. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT :

- (i) That the allottee(s) hereby declares that he/she has gone through all the documents related to the ownership and possession of Promoter title to the Scheduled Land and has expressly understood the contents, terms and conditions of the same and after being fully satisfied has entered into this agreement.
- (ii) It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said plot/said project shall be applicable to and enforceable against any and all occupants, tenants, licenses and/or subsequent allottee(s)/assignees/nominees/endorsers/ family members of the allottee(s), as the said obligations go along the Plot for all intents and purposes.

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

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

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13. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

Without affecting the rights and interest of the Allottee(s) in respect of the Plot under this Agreement, in case the Promoter raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Said Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Plot 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 Plot and the Plot shall be free from all encumbrances at the time of registration of conveyance deed of the Plot. For the purpose of the same, the Promoter shall provide NOCs, etc. as may be required by the Allottee(s).

14. BINDING EFFECT:

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

15. ENTIRE AGREEMENT:

For Manglam Build Developers Ltd.
[Signature]

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

16. RIGHT TO AMEND:

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

17. 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 Plot and the Said 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 Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

18. BROKERAGE:

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

19. WAIVER NOT A LIMITATION TO ENFORCE:

19.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee (s) in not making payments as per the payment plan mentioned in **Part II of Schedule C** of this Agreement including waving the payment of delay payment charges for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and

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/or binding on the Promoter to exercise such discretion in the case of other allottees.

- 19.2 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.

20. 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.

21. FURTHER ASSURANCES:

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

22. NOTICES:

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

M/s Manglam Build-Developers Limited	Allottee(s)

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

23. JOINT ALLOTTEE:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

24. SAVINGS:

Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the Plot prior to execution and registration of this Agreement for Plot 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.

25. 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.

26. DISPUTES:

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

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at in the

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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 on

<u>PROMOTER</u> For and on behalf of M/s Manglam Build-Developers Limited
Name
Signature
Designation

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

SCHEDULE-A

For Manglam Build Developers Ltd.



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(Description of Scheduled Land)

Name of Revenue Village & Tehsil	Khasra No.	Area (in sq meters)
Village Sirsi & Bhankrota, Tehsil Jaipur & Sanganer, Jaipur, State Rajasthan	Khasra no. 2047/1, 2114, 2129, 2131, 2138/2	1390.92
	Total Area	1390.92

2. The piece and parcel of the Scheduled Land in site is bounded on the: -

In North:

In South:

In East:

In West:

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

In North.....

In South.....

In East.....

In West.....

Location Map -

SCHEDULE-B

For Manglam Build Developers Ltd.

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(Description of the Plot)

- a. Plot No. _____
b. Area: _____ sq. mtr. (_____ sq. ft.).

**SCHEDULE- C
PART I**

(Total Price of the Plot)

Basic Sale consideration of the Plot

Rs. _____

(Any indirect taxes, including GST, if applicable on the price of the plot shall be payable by the allottee in addition to the basic sale consideration of plot.)

SCHEDULE- C

PART II

(Payment Schedule)

Installment Payment Plan	Installment Amount (Rs. _____)
On Booking	
One month before possession	

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Note-

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

SCHEDULE- C

PART III

(Amount Received till date)

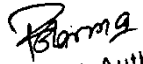
The allottee(s) has paid the amounts as under:

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

SCHEDULE- D

(Detailed of development works to be undertaken in respect of the Project)

- Roads
- Footpath
- Water lines
- External Electrification
- Street lights
- Park/open spaces

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SCHEDULE- E

(Detailed of external development works to be undertaken in respect of the Project)

- Roads
- Footpath
- Water lines
- External Electrification
- Street lights
- Park/open spaces

Annexure-I

Layout Plan/Site Plan of the project

Annexure-II

Layout Plan of Plot

For Manglam Build Developers Ltd.

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