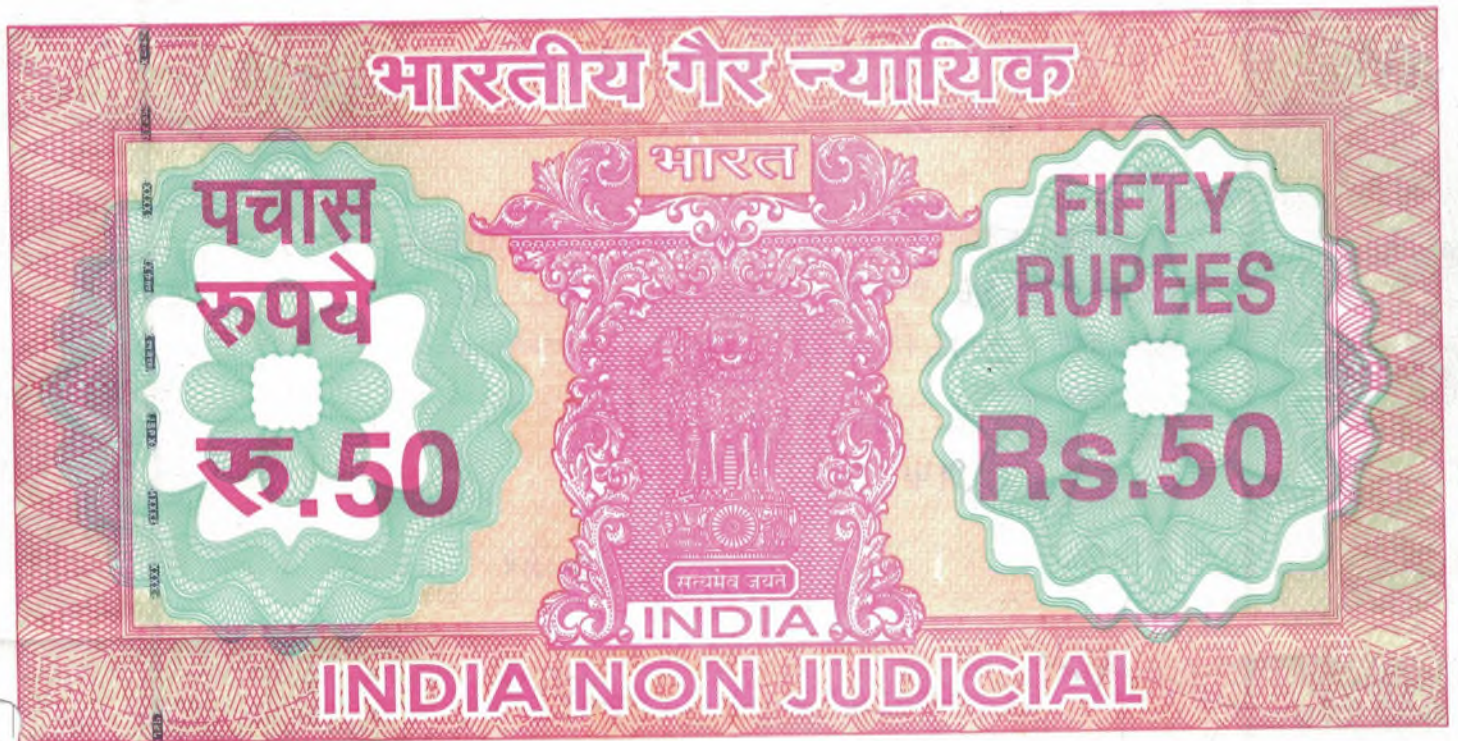




राजस्थान RAJASTHAN

AN 374122

Declaration Regarding Agreement for sale

I, RAJESH PANWAR Son of MADAN SINGH PANWAR aged 44 R/o JUNI BAGER MAHAMANDIR, JODHPUR, RAJASTHAN-342001 promoter of the proposed Project/ duly authorized by the 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 "SAI ENCLAVE" is in accordance to the Form-G of Rajasthan Real Estate (Regulation & 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 & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.

3. That in case if any condition in agreement to sell in contravention with Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate (Regulation and Development) Rule, 2017 in that case provision of Act & Rules Shall prevail.

4. That if any contradiction arises in the future M/s SHRI RIDHI SIDHI BUILDCON The Deponent will be Responsible for it.



For M/s SHRI RIDHI SIDHI BUILDCON

For Shri Ridhi Sidhi Buildcon

Authorised Signatory

Partner./Auth. Sign

IDENTIFIED BY

अमित लोहरेवा

625/5 12th Road

2468351 मोहपुरा

ATTESTED

NOTARY, JODHPUR

5/10/2020

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मम मुद्रांक विक्रेता-जगदीशराम राठी (जगदीश राठी) अनुज्ञा पत्र संख्या 34/जोधपुर (शहर) 2013

रजि. क्र. सं. 8546 दिनांक 11/10/2020 मुद्रालेख क्र. सं. 50

मुद्रांक ब्रोकर का नाम श्री रीही रीही विसनान

पिता/पति का नाम रमधरजी जोधपुर

पत्ता

प्रमाणित

(इसके साथ ही मुद्रांक के मुद्रांक का नाम पता)

अमिर

मिनि

मिनि

राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत	
स्टाम्प राशि पर प्रयोजित अधिमात्र	
1. अधिमात्र अन्तर्गत मुद्रांक	
(प्रा. 1-क)-10% मुद्रांक	5
2. ग्राहक और उसकी मूल्य के संग्रहण और प्रदर्शन हेतु	
(प्रा. 3-ब)-20% मुद्रांक	10
कुल योग	15
हस्ताक्षर स्टाम्प केन्द्र	



RECEIVED BY

ATTESTED

NOTARY JOINT

2/10/20



For Shri Ridhi Sidhi Buildcon
Rajesh Panwar
Partner./Auth.Sign

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is executed at Jodhpur on ____ Day of ____

BY AND BETWEEN

Shri Ridhi Sidhi Buildcon having its registered office at 625/5, 12th "A" Road, Opp. Talwalkars Gym Street, Sardapura, Jodhpur (PAN No. ADNFS4887M) acting through its Designated Partners/Authorized Representative Mr. Rajesh Panwar (Aadhar no. 7701) S/o Madan Singh Panwar, R/o Juni Bager Mahamandir, Jodhpur, duly authorized vide its Letter of Authority by its Designated Partners dated _____ hereinafter referred to as First party ("Developer" & "**Land Owner**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor(s) and permitted assign(s)] under this Agreement.

AND

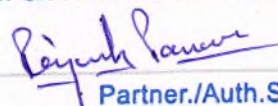
_____, hereinafter singly/jointly referred to as the Second Party (Allottee(s), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & permitted assignees).

For Shri Ridhi Sidhi Buildcon
Rajesh Panwar
Partner./Auth.Sign

The "Developer" and "Land owner" and the "Allottee(s)" shall hereinafter be collectively referred to as Parties and individually as First Party (Developer & Land Owner) and "Second Party" {Allottee(s)}, **INTERPRETATIONS/DEFINITIONS**

- I. In this Agreement, the following expression's 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, Chief Minister Jan Awas yojana, 2015. 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 Project.
- C. "**BROCHURE**" means brochure showing details and specifications of the Project (defined here in below) as circulated by the First Party at the time of booking of Flat, a copy of which is annexed herewith as it is necessary.
- D. "**BUILDING PLANS**" shall mean the plans and designs of buildings constructed or to be constructed on the Scheduled Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the First party and/or architect(s) in accordance with Applicable Laws.
- E. "**CARPET AREA**" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat Explanation— For the purpose of this clause, the expression "**exclusive balcony or veranda area**" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Flat, meant for the exclusive use of the Allottee(s); and "**exclusive open terrace area**"

For Shri Ridhi Sidhi Buildcon


Partner./Auth.Sign

means the area of open terrace which is appurtenant to the net usable floor area of an Flat, meant for the exclusive use of the Allottee(s);

- F. **COMMON AREAS AND FACILITIES OF THE PROJECT:** shall mean and include Scheduled Land (as defined herein), area occupied by the Building and such common areas, facilities and spaces meant for common use of the occupants of the Project and equipments provided AND/OR reserved for common use of and enjoyment of all 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.
- G. **"INTEREST"** 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. **"MAINTENANCE ASSOCIATION/RWA"** shall mean a resident welfare association or cooperative society or body by whatever named called as the case may be, of the allottees of Flat in the Project under Chief Minister Jan Awas Yojana 2015, which shall be formed for the management/maintenance of Common Area and Common Facilities in the Project.
- I. **"MAINTENANCE CORPUS FUND"** shall mean interest free maintenance deposit payable by all the allottee at the time of offer of possession of Flat towards creating corpus for the Maintenance Society/RWA, which shall be utilized for maintenance of Common Areas and Facilities of the Project.
- J. **"PARA"** means Para of this Agreement;
- K. **'PROJECT'** shall mean the Affordable Housing Project under Provision 3-B of the "Chief Minister Jan Awas Yojana, 2015", being developed upon the Scheduled Land as per sanctioned plans after obtaining all the necessary permissions and approvals in accordance with Applicable Law's.
- L. **"REGULATION"** means regulations made under the Act;
- M. **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
- N. **"SCHEDULE"** means the Schedule attached to this Agreement;
- O. **"SECTION"** means the section of the Act.
- P. **"SCHEDULED LAND"** shall mean land measuring **5 bigha** situated at **Khasra No 974, 983, at Village Mandore, Tehsil & District- JODHPUR, State- RAJASTHAN** in the Project named '**Sai Enclave**' is being developed and more fully described in Schedule A;

For Shri Ridhi Sidhi Buildcon

Rajesh Kumar
Partner./Auth.Sign

Q. "SUPER BUILT UP AREA" includes area of rooms, kitchen, 50% of area of balcony/verandah, toilet, walls & proportionate common area of each Flat /Building permissible under the provisions of "Chief Minister Jan Awas Yojana, 2015".

R. "FLAT" shall mean a house building and land appurtenant thereto in the Residential Project "Sai Enclave" as EWS or LIG flats duly earmarked and segregated from other flats by way of walls, having separate, independent & exclusive existence and direct exit to common roads/streets meant for residential use only.

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 FIRST PARTY DECLARES THAT:

A. The First Party ("Developer" & "Land owner") became the absolute owner in respect of land admeasuring 5 bigha situated at **Khasra No 974, 983, at Village Mandore, Tehsil & District- JODHPUR, State- RAJASTHAN** the description of which is mentioned herein below:

Sr. no.	Khasra No.	Name of Land Owner & developer	Area
1.	974, 983	Shri Ridhi Sidhi Buildcon	5 Bigha
		TOTAL	5 Bigha

Out of the Total land having an area of 7678.43 Sq. mts, the Land area for-which site plan was approved is 7678.43 sq.mts, the use of which is defined below :

For Shri Ridhi Sidhi Buildcon

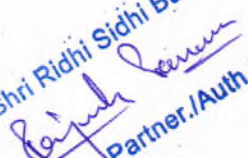
Rajesh Kumar
Partner./Auth. Sign

TOTAL PLOT AREA - 7678.43 SQ.MTR.			
AREA CALCULATION			
PARTICULARS	PERMISSIBLE AS PER BYE LAWS	PROPOSED	REMARK
GROUND COVERAGE	3839.21 SQ.MTR. (50.00%)	3361.51 SQ.MTR. (43.77%)	
BUILDING HEIGHT	15.00 M	14.94 M	
GREEN AREA	1196.76 SQ.MTR. (15.00%) (ON MOTHER LAND)	1258.41 SQ.MTR. (16.38%) (ON MOTHER LAND)	
RETAIL COMMERCIAL	169.66 SQ.MTR. (01.00%)	172.91 SQ.MTR. (01.01%)	
COMMUNITY AREA	169.66 SQ.MTR. (01.00%)	181.15 SQ.MTR. (01.06%)	
MINIMUM UNIT PER ACRE	120 UNIT	155 UNITS	
EW/S/LIG RATIO	20%	21.18%	

BUILT UP AREA CALCULATION			
BLOCK - A (LIG UNITS)			
PARTICULARS	GROSS B.U.A.	DEDUCTION	B.A.R.
GROUND FLOOR BUILT UP AREA	2649.56 SQ.MTR	00.00 SQ.MTR	2649.56 SQ.MTR
FIRST FLOOR BUILT UP AREA	2649.56 SQ.MTR	00.00 SQ.MTR	2649.56 SQ.MTR
SECOND FLOOR BUILT UP AREA	2649.56 SQ.MTR	00.00 SQ.MTR	2649.56 SQ.MTR
THIRD FLOOR BUILT UP AREA	2649.56 SQ.MTR	00.00 SQ.MTR	2649.56 SQ.MTR
FOURTH FLOOR BUILT UP AREA	2649.56 SQ.MTR	00.00 SQ.MTR	2649.56 SQ.MTR
TERRACE FLOOR BUILT UP AREA	113.88 SQ.MTR	00.00 SQ.MTR	108.26 SQ.MTR
BLOCK - B (EWS UNITS)			
GROUND FLOOR BUILT UP AREA	749.55 SQ.MTR	37.60 SQ.MTR	711.95 SQ.MTR
FIRST FLOOR BUILT UP AREA	749.55 SQ.MTR	37.60 SQ.MTR	711.95 SQ.MTR
SECOND FLOOR BUILT UP AREA	749.55 SQ.MTR	37.60 SQ.MTR	711.95 SQ.MTR
THIRD FLOOR BUILT UP AREA	749.55 SQ.MTR	37.60 SQ.MTR	711.95 SQ.MTR
FOURTH FLOOR BUILT UP AREA	749.55 SQ.MTR	37.60 SQ.MTR	711.95 SQ.MTR
TERRACE FLOOR BUILT UP AREA	45.28 SQ.MTR	00.00 SQ.MTR	151.14 SQ.MTR
TOTAL BUILT UP AREA	17154.71 SQ.MTR		16966.71 SQ.MTR

FLAT UNIT CALCULATION			
PARTICULARS	BLOCK - A (LIG)	BLOCK - B (EWS)	TOTAL
GROUND FLOOR	36 UNIT	18 UNIT	54 UNIT
FIRST FLOOR	42 UNIT	18 UNIT	60 UNIT
SECOND FLOOR	42 UNIT	18 UNIT	60 UNIT
THIRD FLOOR	42 UNIT	18 UNIT	60 UNIT
FOURTH FLOOR	42 UNIT	18 UNIT	60 UNIT
TOTAL	204 UNIT	90 UNIT	294 UNIT

PARKING CALCULATION			
PARTICULARS	PERMISSIBLE AS PER BYE LAWS	PROPOSED	REMARK
EWS UNITS	90 X 1 = 90 BIKES	90 BIKES	
LIG UNITS	204 X 2 = 408 BIKES	408 BIKES	
COMMERCIAL + COMMUNITY + VISITOR PARKING	5 BIKE + 5 CAR	7 BIKE + 7 CAR	
TOTAL PARKING	505 BIKE PARKING + 7 CAR PARKING = 512 PARKING		

For Shri Ridhi Sidhi Buildcon

 Partner./Auth.Sign

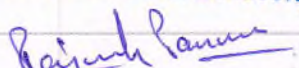
Therefore, the Scheduled Land on which the project is being constructed is 5 Bigha and more particularly described in "Schedule A"

- B. That initially the land bearing **Khasra No. 974,975,976,977,980,982,982/1, 982/2,982/3,982/4,982/5,982/6 and 983 at Village Mandore, Tehsil & District- JODHPUR, State- RAJASTHAN** having total land aggregating to around 20 bigha 07 biswa was entered in the name of Shri Ramesh Chander Vyas S/o Late Shri Madan Mohan Vyas, Shri Madho Prasad Vyas S/o Late Shri Madan Mohan Vyas, Shri Santosh Kumar Vyas S/o Late Shri Madan Mohan Vyas, Shri Hari Prasad Vyas S/o Late Shri Madan Mohan Vyas, Shri Manmohan Vyas S/o Late Shri Jagdish Chander Vyas, Smt. Shushila Vyas W/o Late Shri Jagdish Chander Vyas in the revenue records. Later, the owners have offered 5 Bigha out of the above Land Part of Khasra no. 974, 983 as the Scheduled Land. There after First party -M/s Shri Ridhi sidhi Buildcon through its Partners Shri Kanhaiya Lal Rajwani S/o Late Shri Hansraj Rajwani, Smt. Seema Baweja D/o Shri Suraj Prakash Batra, Smt. Seema Chouhan W/o Shri Rajesh Panwa, Smt. Rajni Rajwani W/o Shri Kanhaiya Lal Rajwani made Development Agreement aforesaid land bearing khasra no 974, 983 admeasuring 0.80 hectare from its erstwhile owners vide Development Agreement dated 24th September, 2018 (hereinafter referred to as "Development Agreement") which was duly registered with the office of Sub- Registrar, Jodhpur on Dated 05/10/2018 at Book No. 1, Volume No. 774 , Serial No. 201801051013055, Page No. 194 and at additional Book to. 1, Volume No. 3096 at Page No. 583 to 607.

That a partnership executed in the name of M/s Shri Ridhi Sidhi Buildcon amongst partner Shri Pravesh Baweja, Smt. Sarita Baweja and smt. Seema chouhan on dated 05.07.2017 and partnership deed registered on date 16.10.2017 with registration no 17/18/239/2017 , Government of Rajasthan Registrar of Firms. Thereafter Pravesh Baweja and Smt. Sarita Baweja retired from this partnership and new Continuing Partners came in the Books named Shri Kanaiya Lal and Smt. Rajni Rajwani , Smt. Seema Baweja. Whereby, the Land owner authorizes the First Party ("Developer" & "Land owner") to develop a Affordable Housing Project over the Project Land after obtaining all the permissions, approvals, NOC' s. etc. as may be required under the Applicable Laws.

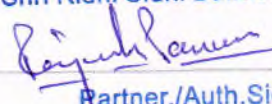
- C. As per the terms of the Development Agreement the land owner executed a General Power of Attorney dated 24.09.2018 in favor of First Party ("Developer" & "Land owner") which was duly registered with the office of Sub-Registrar, Jodhpur on 05.10.2018 at Book No. 4, Volume No 171 on Page no. 10, Serial No. 201803051400151 and at additional Book No. 4, Volume No. 264 at Page No. 127 to 138 thereby

For Shri Ridhi Sidhi Buildcon


Partner./Auth.Sign

- authorizing the First Party ("Developer" & "Land owner") to execute Agreements for Sale/flats Buyer's Agreements, sale / conveyance deeds etc. and such other documents like declarations, affidavits, possession certificates etc. in respect of the sale/transfer of residential Villas/flats in the Project in favor of the prospective allottee(s).
- D. The Scheduled Land is earmarked for the purpose of development of a Affordable Group Housing Project comprising of EWS/LIG Flats Has under Chief Minister Jan Awas Yojana, 2015 and the Project shall be known as **"Sai Enclave"**.
- E. The First party planned and is in the process of constructing and developing Project (as defined hereinabove in clause 'm') on the Scheduled Land after getting necessary per missions/approvals from concerned competent authorities. The location details of the Project being developed on Scheduled Land is fully described in Schedule A.
- F. The Jodhpur Development Authority, JODHPUR ("**Competent Authority**") issued the commencement certificate approving the Scheme Layout Plan dated.
- G. The Scheduled Land is free from all encumbrances.
- H. The First party is fully competent to enter into this Agreement and all the legal formalities with respect of right, title and interest of the first party regarding the Scheduled Land on which the Project is being developed have been completed.
- I. The Project has been registered with the Real Estate Regulatory Authority ("**Authority**") on dated _____ and the Project Registration Certificate No. _____. This Registration is valid up to _____ commencing from _____ unless renewed/extended by the Authority. The details of the First Party ("Developer" & "Land owner") and the Project are also available on the website (www.rera-rajasthan.in) of the Authority.
- J. The First party has conceived and planned various common areas, amenities and facilities in the Project as mentioned in Schedule- E hereunder.
- K. The First party agrees and undertakes that it shall not make any changes to approved plan of the Project except in strict compliance with Section 14 of the Act and other Applicable Laws.
- L. The details of Floor Plan of the Flat No. ____ of the Project are given in Schedule- D.
- M. The First party has conceived a detailed plan of development works to be executed in Project the Detail of the plan of Development Works to be undertaken in the Project and the proposed facilities to be provided including drinking water facilities, emergency evacuation services, use of renewable energy, etc, as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under Schedule- F.
- N. The details of salient features of the Project including access to the Project, design for electric supply including street lighting, water supply arrangement and site for disposal and treatment of storm and silage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project have been specifically provided in Schedule- B attached hereto.
- O. The details of other external development works to be taken for the Project have been

For Shri Ridhi Sidhi Buildcon



Partner./Auth.Sign

- specifically provided in Schedule- K attached hereto.
- P. The details of specifications of material used in construction of the Project have been specifically provided in Schedule- L attached hereto.
- Q. The stage wise time schedule for completion of Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/ external development works been specifically provided in Schedule- J attached hereto.
- R. Temporary Fire NOC for the Project Not Required.
- S. The First Party ("Developer" & "Land owner") has opened a separate account bearing account no. 83066929755 in the name and style of **Shri Ridhi Sidhi Buildcon - Sai Enclave- Collection A/c** at Rajasthan Marudhara Gramin Bank, situated at Jodhpur branch, for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4 of the Act.
- T. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Flat, has applied for allotment and to purchase a Flat(hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated..... The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment/plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- U. The allottee(s) being successful applicant for allotment of EWS/LIG Flats on the basis of her Registration Form submitted to the First Party ("Developer" & "Land owner") for allotment of Flats in opted category i.e., Economic Weaker Section (EWS) or Lower Income Group (LIG), the First party have allottee and Flat No. ____, having super built up area of ____ sq.ft. , **LIG** type located in the Project and prorate share in the Common Area and Facilities of the Project (the layout plan of the said Flat is annexed herewith as Annexure- II and more particularly described in the **Schedule "C"** attached herewith and hereinafter referred to as the "**Flat**").
- V. The allottee(s) has represented and assured the First party that the information, documentations, affidavits and assurances given by the allottee(s) in the Registration Form and agrees to faithfully abide by all the terms, conditions and stipulations in letter and in spirit as contained in Application/Registration Form and this agreement.
- W. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed here in. The Parties hereby confirm that they are signing this Agreement with fully knowledge of the all laws, rules, regulations, notifications etc. Applicable to the Project.
- X. 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

For Shri Ridhi Sidhi Buildcon

Rajesh Kumar
Partner./Auth.Sign

conditions appearing hereinafter.

- Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the First party agrees to sell and the Allottee(s) hereby agrees to purchase the said Flat as.

NOW THIS AGREEMENT WITNESSES AND THE PARTIES HERE TO MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY:

1. TERMS:

1.1 Subject to the terms & conditions as detailed in this Agreement, the Party first hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive said Flat as specified in para "Y" hereinabove.

1.2 The Total Price for the Flat based on the carpet area is Rs..... (in words Rupees..... only).

1.3 The Basic Sale Consideration of Flat does not include following and thus, the allottee(s) shall additional bear and pay following charges Deposits, etc (hereinafter referred to as "**Additional Payments**"):

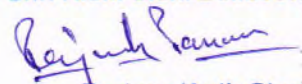
- IFMS (Interest Free Maintenance Security Deposits) as per clause 9: Rs.

1.4 The Basic Sale Consideration of Flat does not include IFMS(Interest Free Maintenance Security Deposits) in respect of the Flat aggregates to Rs. _____ which shall hereinafter be referred to as "**Basic Sale Consideration**".

1.5 The Total Payable Amount includes the basic sale consideration and IFMS(Interest Free Maintenance Security Deposits) of Rs _____ Paid by the allottee(s) to the First Party ("Developer" & "Land owner") towards the said Flat. 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 this Agreement.

1.6 The Total Payable Amount does not include GST, 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 said Flat, which shall be exclusively born and paid by the Allottee(s). Further, the Total Payable Amount above include IFMS(Interest Free Maintenance Security Deposits), which shall be determined by the First Party ("Developer" & "Land owner") and shall be reasonable and payable by the Allottee(s) until the Common Areas and Common Facilities of the Project are not taken over by the Maintenance Association within 30 days of receipt of completion certificate of Said Project.

For Shri Ridhi Sidhi Buildcon


Partner./Auth.Sign

The Allottee shall be liable to pay GST, if applicable, at applicable Rates, from time to time as & when demanded by First Party ("Developer" & "Land owner"). Provided that in case there is any change/ modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the First Party ("Developer" & "Land owner") 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 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).

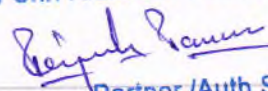
1.7 The First Party ("Developer" & "Land owner") shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan attached herewith as Schedule-G and the Allottee(s) shall make payment demanded by the First Party ("Developer" & "Land owner") within the time and in the manner specified therein. In addition, the First Party ("Developer" & "Land owner") 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 of said Flat includes price of land, construction of, not only the said Flat but also, the common areas, internal development charges, external development charge, cost of providing electric wiring, electrical connectivity to the said Flat, water line and plumbing, finishing with paint, marbles, tiles, Doors, windows in the common areas and IFMS (Interest Free Maintenance Security Deposits) as per clause 9 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the said Flat and the Project.

1.9 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 coin patent 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 First Party ("Developer" & "Land owner") 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 First Party ("Developer" & "Land owner") shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development charges after the expiry of the 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 project by the Authority, as per the Act, the same shall not be charged from the Allottee(s)

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1.10 As mentioned in Para '1.5' above, the First Party ("Developer" & "Land owner") has already received an advance booking amount from the Allottee(s) a sum of Rs. _____ out of the Total Payable Amount of Rs. _____ and the Allottee(s) agrees and undertakes to pay the balance amount of Rs. _____ of the Total Payable Amount strictly in accordance with the payment plan given in Schedule - G attached hereto.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

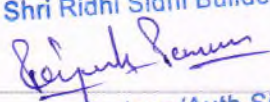
1.11 The first Party ("Developer" & "Land owner") shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule — H and Schedule- I** in respect of the said Flat without the previous written consent of the Allottee(s) and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The first party 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 first Party ("Developer" & "Land owner") 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.

1.12 The First Party ("Developer" & "Land owner") shall confirm to the final Carpet Area and Super Built Up Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Super Built Up Area/Carpet Area. The Total Price payable for the Super Built up Area shall be recalculated upon confirmation by the first party ("Developer" & "Land owner"). If there is reduction in the Carpet Area/Super Built Up Area then the first party ("Developer" & "Land owner") shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area/Super Built up Area, which is not more than three percent of the Carpet Area/Super Built up Area of the said Flat allotted to the Allottee(s), the first party may demand that from the Allottee(s) as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 above.

1.13 Subject to clause 8.3, the First party agrees and acknowledges, the Allottee(s) shall have the right to the said Flat as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the said Flat.
- (ii) The Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc. Without causing any inconvenience or hindrance to them. It is clarified that the

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First party shall handover the Common Areas and Facilities of Project to the maintenance association after duly obtaining the completion certificate from the competent authority as provided in the Act.

- (iii) That the computation of the price of the said Flat includes recovery of price of land, construction of, not only the said Flat but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the said Flat, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, equipment in the common areas and IFMS (Interest Free Maintenance Security Deposits) as per clause 9 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the said Flat and the Project. The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and his Flat.

1.14 The First party has earmarked parking space of the Allottee(s) at Flat No. ____ and has also assigned parking space in Flat No. ____ as per the provisions of parking area under the Chief Minister Jan Awas Yojana, 2015 and for proper management and utilization of parking area of the Project and the same has been annexed herewith as Annexure- IV.

1.15 The Allottee(s) if fails to occupy the said Flat within one year from the date of possession of the said Flat, the first party ("Developer" & "Land owner") shall be entitled to cancel the allotment and allot the said Flat to other applicant in the waiting list as per the provisions of Chief Minister Jan Awas Yojana, 2015.

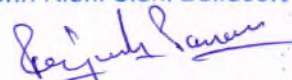
1.16 The Allottee(s) agrees and understands that except as expressly provided in Para 'U' herein-above; Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allottee saleable spaces in the project. Such un-allottee saleable spaces shall remain the exclusive property of the First party, which they shall be free to deal with, in accordance with Applicable Laws.

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

1.18 The Allottee(s) shall not be entitled to sell, transfer the said Flat for a period of 10 years after the allotment of said Flat. In case of sale of said Flat within 10 years of allotment, the first party ("Developer" & "Land owner") shall be entitled to cancel the allotment and conveyance deed of the said Flat and allot the said Flat to other applicant in the waiting list.

1.19 The First party agrees to pay all outgoing/dues before transferring the physical possession of the said Flat to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues. If the First party fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) before transferring the said Flat to

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the Allottee(s), the First party agrees to be liable, even after the transfer of the said Flat, 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.

1.20 That the Project shall always be known as "**Sai Enclave**" and the name of the Project shall not be changed except with the consent of the First party ("Developer" & "Land owner").

1.21 The Allottee(s) can obtain finance from any financial institution/ bank or any other source but the Allottee(s) obligation to buy/purchase the said Flat shall not be contingent on the Allottee(s) ability or eligibility to obtain such financing and the Allottee(s) would remain bound under the Agreement to Sell whether or not he or she has been able to obtain financing for the purchase of the Flat. Allottee(s) shall not omit. Ignore, withheld fail or delay the due payments to the First party, as the payment plan mentioned in **Schedule-G** provided herewith or the due installment by the respective due date 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 8.3 as stated below.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the First Party ("Developer" & "Land owner") abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the First party ("Developer" & "Land owner"), within the stipulated time as mentioned in the payment plan given in **Schedule- G** attached hereto through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of "**Shri Ridhi Sidhi Buildcon - Sai Enclave- Collection A/c**" no. 83066929755 payable at Jodhpur. 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 First Party ("Developer" & "Land owner"). However, the date of credit shall be deemed to be date of 'payment of installment, by the Allottee(s).

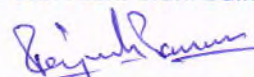
3. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee(s) hereby authorizes the First Party ("Developer" & "Land owner") to adjust/ appropriate all payments made by him/her under any head of dues against lawful outstanding of the Allottee(s) against the said Flat. if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the First Party ("Developer" & "Land owner") to adjust his payments in any manner.

4. TIME IS ESSENCE:

The First Party ("Developer" & "Land owner") shall abide by the time schedule for

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completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Flat to the Allottee(s) and the Common Areas and Common Facilities of the Project to the Maintenance Association.

5. CONSTRUCTION OF THE SAID PROJECT:

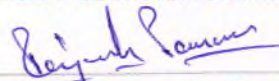
The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the said Flat and accepted the door plan, payment plan and the specification amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the First Party ("Developer" & "Land owner") shall develop the Project in accordance with the said layout plans. Floor plans and specifications, amenities and facilities. subject to the terms in this Agreement, the First party undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, F.A.R., and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and the procedure agreed under clause 1.9 hereinabove, and breach of this term by the First Party ("Developer" & "Land owner") shall constitute a material breach of this Agreement.

6. POSSESSION OF THE FLAT:

6.1 Schedule for possession of the said Flat – The Promoter agrees and understands that timely delivery of possession of the Flat to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Flat along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 11.10.2023 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 agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat, 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.

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 Flat, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the

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date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Flat, as the case may be, to the Allottee at the time of conveyance of the same.

6.3 Failure of Allottee to take possession of Flat - Upon receiving a written intimation from the Promoter as per Term No. 6.2 above, the Allottee(s) shall take possession of the Flat 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 Flat / 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 shall continue to be liable to pay maintenance charges as specified under Term No. 6.2 above.

6.4 Possession of the Allottee- After obtaining the occupancy certificate and handing over physical possession of the Flat 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.

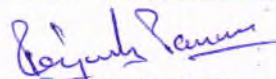
6.5 Cancellation by Allottee- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

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

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Flat (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

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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 Flat, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

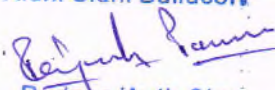
Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Flat, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

7. REPRESENTATIONS AND WARRANTIES OF THE FIRST PARTY -

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

- (i) The First party 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 Project.
- (ii) The first party 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) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Scheduled Land and said Flat are valid and subsisting and have been obtained by following due process of law'. Further, the First party has been and shall, at all times, remain in compliance with all applicable laws in relation to the Project, Flat and Common Areas and facilities of the Project.
- (v) The First party has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (vi) The First party 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 Project and the said Flat which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (vii) The First party confirms that the First party is not restricted in any manner whatsoever from selling the said Flat to the Allottee(s) in the manner contemplated in this Agreement.
- (viii) At the time of execution of the conveyance deed the First party shall handover lawful, vacant, and peaceful. Physical possession of the Flat to the Allottee(s) and the Common Areas and Facilities of the Project to the Maintenance Association.
- (ix) The Scheduled Land is not the subject matters of any H U F and a no part thereof is owned by any minor and /or no minor has any right, title and claim over the Scheduled Land.

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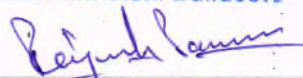

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- (x) The First party have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penal ties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authorities till Completion Certificate has been issued and possession of the Flat along with Common Area (equipped with all specifications, amenities and facilities) has been handed over to the Allottee(s) and Maintenance Association.
- (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 First party in respect of the Scheduled Land and or the Project.
- (xii) The First Party ("Developer" & "Land owner") 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 in this Agreement. In any way and First Party ("Developer" & "Land owner") shall issue the payment receipts in favor of the Allottee(s) only.

8. EVENTS OF DEFAULTS AND CONSEQUENCES:

8. 1 Subject to the Force Majeure clause, the First party shall be considered under a condition of default, in the followings events, namely:-
- (i) The First party fails to provide ready to move in possession of the said Flat to the Allottee(s) within the time period specified in clause 6.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the said Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties and for which occupation certificate and completion certificate: as the case may be, has been issued by the competent authority;
 - (ii) Discontinuance of the First Party ("Developer" & "Land owner") 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 there under.
- 8.2 In case of default by the First party under the conditions listed above, Allottee(s) is entitled to the following: -
- i. Stop making further payments to the First Party ("Developer" & "Land owner") as demanded by the First Party ("Developer" & "Land owner"). If the Allottee(s) stops making payments, the First Party ("Developer" & "Land owner") shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
 - ii. The Allottee(s) shall have the option of terminating the Agreement in which case

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the First Party ("Developer" & "Land owner") shall be liable to refund the entire money paid by the Allottee(s) under any head Whatever towards the purchase of the said Flat, along without interest within 180 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 First Party ("Developer" & "Land owner"), interest for the period of delay till the handing over of the possession of the said Flat, which shall be paid by the First Party ("Developer" & "Land owner") to the Allottee(s) within 180 days of it becoming due.

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

- i. In case the Allottee(s) fails to make payments of due installment/amount as per payment plan given in Schedule-G, despite having been issued notice in that regard .The Allottee(s) shall be liable to pay Interest to the First Party ("Developer" & "Land owner") on the unpaid amount.
- (ii) In case the delay in making payment of due installment/amounts exceeds 30 days after notice from the First Party ("Developer" & "Land owner") in this regard, the First Party ("Developer" & "Land owner") may cancel/terminate the allotment of the said Flat in favor of the Allottee(s) and refund the money paid to him by the Allottee(s) without any interest after deducting the booking amount and the interest liabilities, within 15 days of allotment/sale of said Flat to a new buyer..

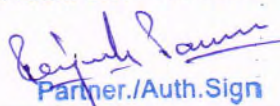
Provided that the first Party ("Developer" & "Land owner") shall intimate the Allottee(s) about such termination at least thirty (30) days prior to such termination.

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

9. MAINTENANCE OF THE SAID PROJECT:

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

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10. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the First Party ("Developer" & "Land owner") as per this Agreement relating to such development is brought to the notice of the first party within a period of five (5) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the first party to rectify such defects without further charge, within thirty (30) days, and in the event of first party failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the said Flat is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

11. RIGHT TO ENTER THE FLAT FOR REPAIRS:

The First Party ("Developer" & "Land owner") Maintenance Association shall have right of unrestricted access of all common areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the First Party ("Developer" & "Land owner") Maintenance Association to enter into the said Flat or any part thereof, after due notice and during the normal working hours. Unless the circumstances warrant otherwise, with a view to set right any defect.

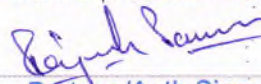
12. USAGE:

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG. set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Association for rendering maintenance services.

13. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT:

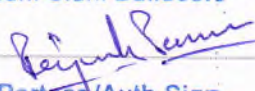
- (i) Subject to clause 9 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Flat, and keep the said Flat, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure

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- that the support, shelter etc. of the Project is not in any way damaged or jeopardized.
- (ii) 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, on the facade of the Project or anywhere on the exterior of the Project, building therein or common areas. The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the said Flat or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and inner wall of the said Flat.
 - (iii) That at all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the First Party ("Developer" & "Land owner") Maintenance Association and nowhere else. The non-observance of the provisions of this clause shall entitle the First Party ("Developer" & "Land owner") or Maintenance Association. As the case may be, to enter the Flat, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
 - (iv) The allottee(s) recognizes that the Flat is being serviced by the Maintenance Association and that any external agency would be detrimental to the interest of the Flat's / Building's/Project's maintenance and upkeep. However, the Maintenance Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Project.
 - (v) 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 Maintenance Association in the interest or the upkeep. Cleanliness, security. Etiquettes and maintenance of the Project.
 - (vi) The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.
 - (vii) It is in the interest of the Allottee(s), to help the Maintenance Association in effectively keeping the Flat and/or the Project secured in all ways, For the purpose of security, the Maintenance Association would be free to restrict and regulate the entry of visitors into the Building/ Project.
 - (viii) The Allottee(s) shall not use the said Flat 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 nun since or annoyance to occupiers of the premises in the Project or for any illegal of immoral purpose.
 - (ix) Allottee(s) shall not thrown dirt, rubbish rags, Garage etc. or permit the same to be thrown from the said Flat in the compound or any portion of the Scheduled Land and the Building in which the said Flat situated.
 - (x) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Flat and the Building/Project in which the said Flat is

For Shri Ridhi Sidhi Buildcon


Partner/Auth.Sign

situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Project and/or the said Flat.

- (xi) Allottee(s) shall not damage in any manner, the columns. Beams, walls, slabs or R.C.C. structure or other structures in the said Flat. The Allottee(s) shall also not remove any wall including the outer and load wall of the Flat.
- (xii) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the first party and thereafter the Maintenance Association and/or maintenance agency appointed by the Maintenance Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xiii) Interior Works in the Flat :- That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Flat he shall seek prior permission of the first party /Maintenance Association and the first party Maintenance Association may permit the same subject to appropriate conditions.
- (xiv) The Allottee(s) has confirmed and assured to the First party that the Allottee(s) is aware about all the Applicable Laws on the Scheduled Land/Project/said Flat including the Chief Minister Awas Yojana 2015 and its implications thereof and the Allottee(s) has further agreed and confirmed that the Allottee(s) shall comply with all the provisions of this Agreement, Chief Minister Jan Awas Yojana 2015 and amendments/clarifications thereto, dealing with the subject matter of this Agreement.
- (XV) The Allottee(s) shall observe all terms and conditions of this Agreement, and also those of the license/approvals granted to the First party for the development of the Project under Chief Minister Jan Awas Yojana 2015 and shall also abide by all the laws, bye-laws, rules, regulations and policies thereto of said Chief Minister Jan Awas Yojana-2015 or as imposed by any Authority(s).

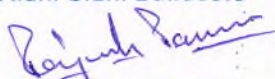
14. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES AND REFUND:

The Parties are entering into this Agreement for the allotment of said Flat with the full knowledge of all laws, rules, regulations, notifications, Chief Minister Awas Yojana 2015 applicable to the Project. The First party shall be solely entitled to make all refunds of amounts deposited by the Second party during the development of the Project.

15. FIRST PARTY SHALL NOT MORTGAGE OR CREATE A CHARGE:

Without affecting the rights and interest of the Allottee(s) in respect of the Flat under this Agreement. In case the First party raise finance, loan from and 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 Flat 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 said Flat and the said

For Shri Ridhi Sidhi Buildcon


Partner./Auth. Sign

Flat shall be free from all encumbrances at the time of execution of sale deed. For the purpose of the same, the First party shall provide COC s etc. as may be required by the Allottee(s).

16. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the First party does not create a binding obligation on the part of the First party 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, Jodhpur as and when intimated by the First party. If the Allottee(s) fails to execute and deliver to the first party 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 first party, then the First party shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever. However, the Allottee(s) shall be liable to pay all the cost incurred by the First party in respect of application and allotment of said Flat to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

17. ENTIRE AGREEMENT:

The Registration Form (defined hereinabove), Allotment Letter (defined hereinabove) and this Agreement along with its preamble, recitals and all its annexures/schedules, governs the rights and obligations between the Parties for the transfer of rights, title and interests in respect to the Flat in favor of the Allottee(s). The Application Form, Allotment Letter and this Agreement or any provision hereof cannot be orally changed. Terminated or waived. Save and except as specifically provided in this Agreement and the Application Form, any changes or additional provisions must be set forth in writing. In a separate Agreement duly signed and executed by and between the Parties.

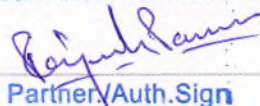
18. RIGHT TO AMEND:

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

19. PROVISION OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTMENT :

Subject to clause 1.16 it is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising here under in respect of the said Flat and the Project shall equally be applicable to and enforceable against and by any subsequent allottee of the said Flat, in case of a transfer as the said

For Shri Ridhi Sidhi Buildcon


Partner/Auth.Sign

obligations go along with the said Flat.

20. 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 said Flat for the Allottee(s), the First party 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 First party for the said Flat.

21. WAIVER NOT A LIMITATION TO ENFORCE:

18.1 The First party may, at least 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 this Agreement 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 First party in the case of one allottee shall not be construed to be a precedent and /or binding on the First party to exercise such discretion in the case of other allottee(s).

18.2 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.

22. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the applicable law, as the case may be and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

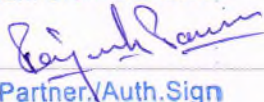
23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

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

24. FURTHER ASSURANCES:

Both Parties agree that they shall execute; acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate

For Shri Ridhi Sidhi Buildcon



Partner/Auth.Sign

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.

25. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the First party through its authorized signatory at the First Party ("Developer" & "Land owner")'s Office, or at some other place, which may be mutually agreed between the First party and the Allottee(s), in _____ after the Agreement is duly executed by the Allottee(s) and the First party or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Jodhpur.

26. NOTICES:

All the notices referred to in this Agreement shall be in written 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:-

First party	Allottee(s)
Shri Ridhi Sidhi Buildcon office :- 625/5 , 12 th "A" Road , Opp. Talwalkars Gym Street , Sardapura , Jodhpur	Mr. _____ Son of Mr. _____, R/o : _____

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 First party or the Allottee(s), as the case may be.

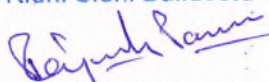
27. JOINT ALLOTTEE:

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

28. SAVINGS:

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

For Shri Ridhi Sidhi Buildcon


Partner./Auth.Sign

29. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the law's of India for the time being in force.

30. Disputes:

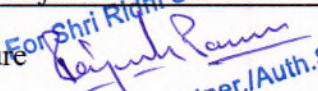
- a) All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between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

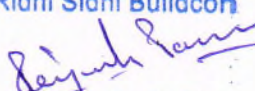
IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale after reading and understanding all the terms and conditions of this Deed in their full sense and sound mind and without any coercion and undue influence at in the presence of attesting witness signing as such on the day first above written.

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

Signature	Signature	Signature
(First-Allottee)	(Second-Allottee)	(Third-Allottee)

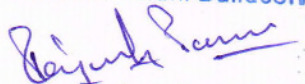
Signed and delivered by the within named 'First party' in the presence of witnesses at

<u>LAND OWNER & DEVELOPER</u>
For and on behalf of Shri Ridhi Sidhi Buildcon
Name : Rajesh Panwar
Signature 
Designation : Partner

For Shri Ridhi Sidhi Buildcon

Partner./Auth.Sign

<u>WITNESSES</u>
I – Signature
Name
Address
2- Signature
Name
Address

For Shri Ridhi Sidhi Buildcon


Partner./Auth. Sign

SCHEDULE - A
(Description of Scheduled Land)

Name of Revenue village and Tells il	khasr a no.	Area (in Bighas)
MANDORE,,JODHPU R	974, 983	5 Bigha

2. The piece and parcel of the plot of land in site is surrounded on
the: - In North :-
South --
In East :-
In West :-

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

Longitude : - If Applicable	Latitude :- If Applicable
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4. Other details of the location of the Project

5. Location Map

SCHEDULE-B
(Details of salient features of Project)

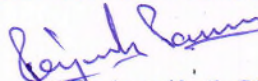
- Under Ground Water Tank
- Open landscaping space
- Internal 9m wide road

SCHEDULE- C
(Description of the Flat)

LIG Flat

S.no.	Space	Area
1	Drawing /Dining	
2	Bedroom-01	
3	Toilet no- 01	
4	Kitchen	
5	Bedroom no-02	
6	Toilet no-02	
7	Balcony	

For Shri Ridhi Sidhi Buildcon


Partner./Auth. Sign

SCHEDULE-D
(Floor Plan of the Flat in the Project)

SCHEDULE- E
(Details of common areas, facilities and amenities of the Project)

Common Area

01) 9 m wide Road

02) Open Landscape Space

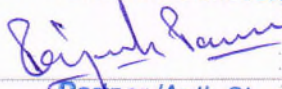
SCHEDULE- F
(Detailed Plan of Development Works to be undertaken)

SCHEDULE- G
(Payment Details)

PAYMENT PLAN		
Sr. No	Installments	% of Amount
1.	On Registration	5%
2.	On Allotment	5%
3.	On Start of Foundation Work	20%
4.	On Start of Casting of Ground Floor Roof	15%
5.	On Start of Casting of 1 st Floor Roof	15%
6.	On Start of Casting of 2 nd Floor Roof	15%
7.	On Start of Casting of 3 rd Floor Roof	10%
8.	On Start of Casting of 4 th Floor Roof	10%
9.	On Possession	5%
10.	IFMS (Payable at the time of possession) *	-
	Total	100%

SCHEDULE- H
(Specifications, facilities, amenities which are part of the Flat which shall be in conformity with the advertisement, brochure etc circulated by the First Party ("Developer" & "Land owner") at the time of booking of the Flat in the Project)

For Shri Ridhi Sidhi Buildcon


Partner./Auth. Sign

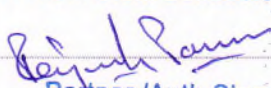
S.No.	Description	Detail
01	Structure	Load bearing structure as per design
02	Masonry	Stone/Brick CM 1 :6 For Main Wall CM 1:4 For Partition Wall
03	Plaster	Internal Plaster 12 mm thick 1 :6 External Plaster 20 mm thick 1:4
04	Roof	As per RCC Design
05	Flooring	In Rooms Vitrified tiles 600 X 600 mm In Toilets Ceramic tiles 300 X 300mm Granite in Staircase and kitchen platform
06	Door Frame	Granite/MS door frame. Both side laminated flush door with good quality hardware fitting.
07	Window	Aluminum/ MS windows with mosquito net.
08	Coloring	On internal walls putty with good quality paint and external walls water proof paint.
09	Plumbing /sanitary	CPVC/SWR pipe fitting-ISI mark, sanitary ware and CP fitting- ISI Mark good quality.
10	Electrical Work	Concealed Electrical Fittings with modular switches, wire Accessories and MCB Unit - ISI Mark
12	Railing and Main Entrance Gate	MS Railing

SCHEDULE- I

Stage Wise Time Schedule of Completion of Project

Sr. No.	Stage	Period which the works are to be completed	Details of work to be completed
1.	Completion of Structure of the Building		Brick work etc.
2.	Completion of development works (internal/external development works)		Completion of internal works of the Building like plastering, plumbing, electrification, tiling, fixation of fittings and white wash
3.	Provision of civic		Water connection

For Shri Ridhi Sidhi Buildcon


Partner./Auth. Sign

	infrastructure like water, electricity, sanitation & finishing		and electricity connection before possession
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SCHEDULE - J

(Details of other external development work for the Project)

Garden Development, CC Bricks Road Underground electricity and water Connectivity

SCHEDULE – K

(Detail s of specification of material used in construction)

Stone, brick, cement, sand, water, steel, aggregate etc.

Annexure- I

(Site Plan of the Project)

Approved Site Plan

Annexure- II

(Copies of notice Advertisements, Brochure and Prospectus with regard to specifications, facilities, amenities, internal/external development works etc. circulated by the First Party (“Developer” & “Land owner”) at time of booking of Flat in the Project)

Brochure

Annexure-III

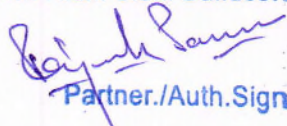
Layout plan of Flat

Flat Plans Ready With Area Details

Annexure- IV

Working area of the Project Parking Plans Ready with no. of parking.

For Shri Ridhi Sidhi Buildcon


Partner./Auth. Sign

Affidavit cum Declaration of Mr. Rajesh Panwar as Designated Partner for and on behalf of Shri Ridhi Sidhi Buildcon , as promoter of the proposed project/ duly authorized by the promoter of the proposed project vide its authorization dated _____:

I, **Rajesh Panwar** (Aadhar No.: 9976 3372 7701) son of Sh. Madan Singh Panwar, aged 43 years, resident Juni Bager Mahamandir, Jodhpur, Rajasthan, 342001 as Designated Partner/ Authorized Signatory for and on behalf of M/S. Shri Ridhi Sidhi Buildcon, Land Owners and Developers of the proposed project, do hereby solemnly declare. undertake and state as under:

1. That Agreement for Sale for the project named '**SAI ENCLAVE**' has been prepared on the basis of substance of the Performa of Agreement for Sale provided under Rajasthan Real Estate (Regulation and Development) Rules, 2017 ("Rajasthan RERA Rules") by customizing the same as per the requirement of our project and the contractual terms offered by us to the customers, while observing the framework of Real Estate (Regulation and Development) Act, 2016 ("RERA") and Rajasthan RERA Rules.
2. We undertake that such additions/amendments are not contrary to the provisions of Real Estate (Regulation and Development) Act, 2016 ("RERA") and Rajasthan RERA Rules.
3. That if any clause or portion of the Agreement for Sale is declared to be in violation of the RERA and Rajasthan RERA Rules, the same shall be deemed to be non-existent.

For Shri Ridhi Sidhi Buildcon

For Shri Ridhi Sidhi Buildcon

Partner./Auth. Sign

Verification

I, Rajesh Panwar (Aadhar No.: 9976 3372 7701) son of Sh. Madan Singh Panwar, aged 43 years, resident Juni Bager Mahamandir, Jodhpur, Rajasthan, 342001, do hereby verify that the contents in Para No. 1 to 3 of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at Jodhpur on this date _____.

For Shri Ridhi Sidhi Buildcon

Partner

For Shri Ridhi Sidhi Buildcon

Partner./Auth. Sign