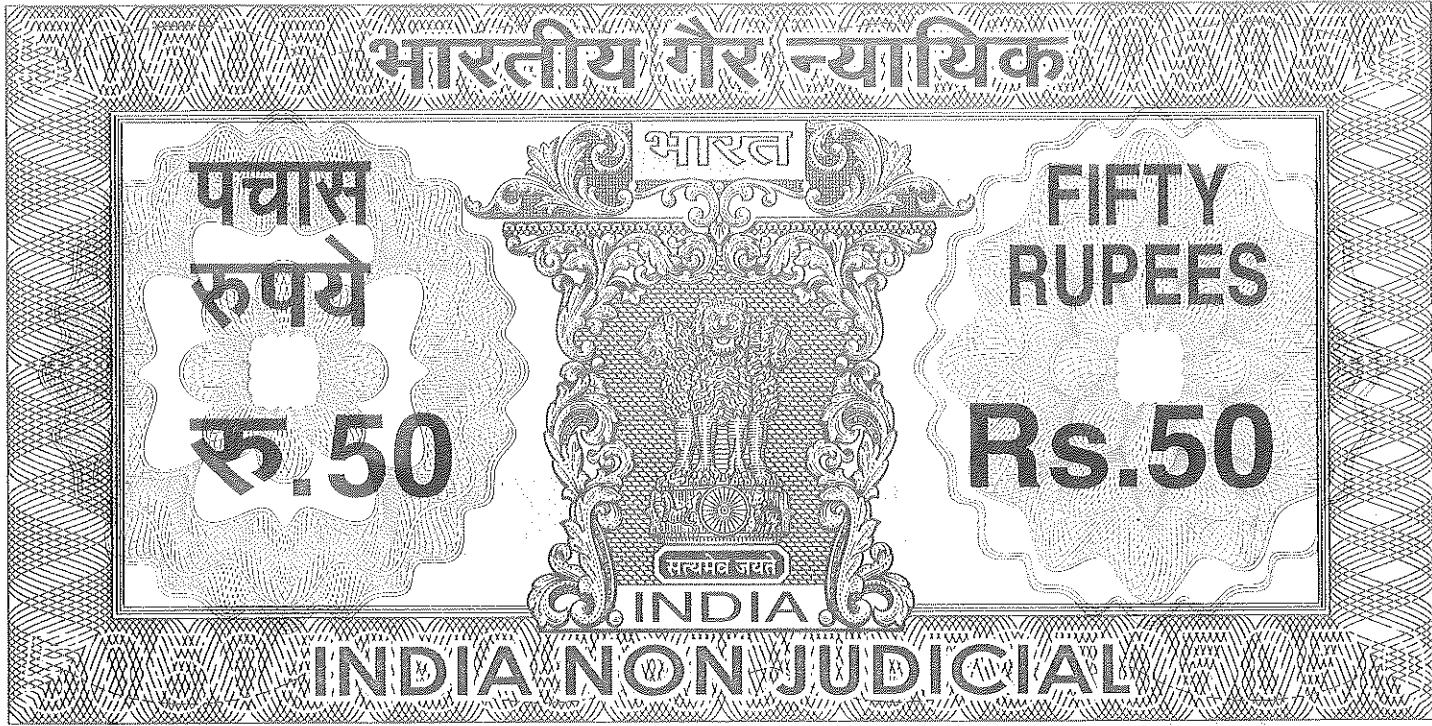
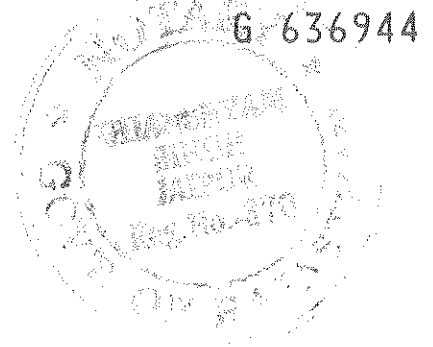
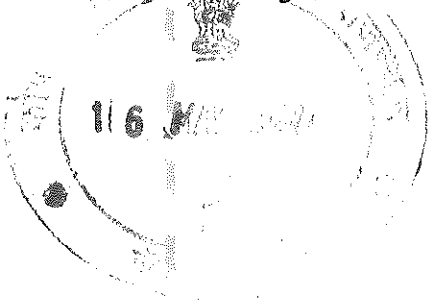




राजस्थान RAJASTHAN



Affidavit cum Declaration For Form G

I, Vivek Sethia Son of Mr. Kamal Sethia aged 34 R/o G-1, Western Heights, S-21, Shyam Nagar, Jaipur promoter of the proposed project / duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state, in relation to Form G, that none of the terms and conditions of "Agreement to sale" submitted to RERA violates the Act or the Rules and Regulations made thereunder or under other applicable laws, and that if any contradiction arises in future, the promoter shall be solely responsible.

[Signature]

VK

ATTESTED
[Signature]
NOTARY PUBLIC
JAIPUR-DIST

24 AUG 2002

ALLOTMENT LETTER

Ref. No.

Date:

Mr.

.....

.....

Subject:- Allotment of Flat No. In "....." (Project) Jaipur.

Dear Sir/Madam,

We refer to your application dated, for allotment of a residential Flat in "....." in Jaipur.

It gives us immense pleasure to inform you that you have been allotted Flat No., and which has a built up area ----- sq. ft. and super built-up area of Sq. ft.

In pursuance of the terms and conditions as laid down in the application from the Total Price of the Flat is Rs./- (Rupees Only) including Rs. ----- for covered parking and Rs. as security deposit, besides other charges payable as per the installment plan to be annexed as Annexure of the Flat Buyers Agreement. The terms and conditions of the flat buyers agreement to be executed between you and the Company shall be final and binding between both the parties.

You are requested to sign the Flat Buyers Agreement at the earliest.

We value our relationship and welcome you amongst our family.

Thanking you and assuring you the best of services at all times.

Yours faithfully,
For Richwell Enterprises (P) Ltd.


Authorized Signatory (Director)

Agreement For Sale

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this day of Two thousand and at.....

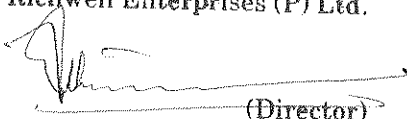
By and Between

M/s Richwell Enterprises Pvt. Ltd. (CIN No. UT0101RJ1998PTC014871) a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at G-1, Western Heights, S-21, Shyam Nagar, Jaipur-302019 and its corporate office at G-1, Western Heights, S-21, Shyam Nagar Jaipur-302019 and its PAN is AABCR7095Q, represented by its authorized signatory **Mr. Vivek Sethia (Aadhar No. 5042 8650 2090)** authorized vide board resolution dated 26.08.2015 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, its assignees, legal successor(s) in interest) of the ONE PART.

AND

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

For Richwell Enterprises (P) Ltd.


(Director)

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

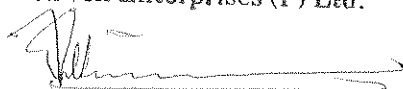
INTERPRETATIONS/DEFINITIONS:

- (1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –
- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
 - (b) "Built-up area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
 - (c) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
 - (d) "Para" means a Para of this Agreement;
 - (e) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
 - (f) "Regulation" means the Regulation made under the Act;
 - (g) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
 - (h) "Schedule" means the Schedule attached to this Agreement; and
 - (i) "Section" means the section of the Act.
- (2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT-

- A. The Promoter is in lawful possession of the land Khasra No. 1973, 1987/1 of revenue village Sirsi, Tehsil Jaipur with a total area admeasuring 4162.10 square meters (hereinafter referred to as 'Land' and more fully described in the Schedule-I).
- B. The Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was purchased by the Promoter from Mrs. Santosh Devi W/o Mr. Richpal Singh R/o A-200, Jai Nagar, Murlipura, Ward No.3, Jaipur got the lease deed (Patta) issued in her name by Jaipur Development Authority vide lease deed no. 506 dated 31.03.2015. Thereafter the lease deed was registered with Sub-Registrar Jaipur-II on 07.04.2015 at Book no. 1, volume no. 955, page no. 68, serial no. 2015052003605 and pasted on additional book no. 1, volume no. 3806, page nos. 191 to 200. Thereafter M/s Richwell Enterprises Pvt. Ltd. (OWNER) purchased above land Plot No.A, Khasra No. 1973, 1987/1 Village-Sirsi, Tehsil Jaipur, from Mrs. Santosh Devi W/o Mr. Richpal Singh R/o A-200, Jai Nagar, Murlipura, Ward No.3, Jaipur and registered the sale deed at Sub Registrar Jaipur II on 27-4-2015 at book no. 1, Volume no. 959. Page no. 71 serial no. 2015052004408 and pasted on additional book no. 1 volume no. 3822, page nos. 281 to 296. In such a manner M/s Richwell Enterprises Pvt. Ltd.(OWNER) became the absolute and sole owner of the Land at Plot No. A, Khasra No. 1973, 1987/1 Village-Sirsi, Tehsil.

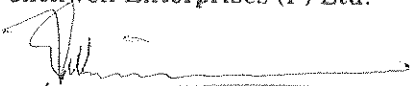
For Richwell Enterprises (P) Ltd.


(Director)

Thereafter Name Transfer Letter no. JDA/Zone-12/2015/D-1777 dated 01-05-2015 was issued by Jaipur Development Authority in favour of M/s Richwell Enterprises Pvt. Ltd. in respect of the said plot.

- C. The said land is earmarked for the purpose of Residential project, comprising of single multistoried apartment building having 230 apartments and the said project shall be known as **Vardhman's Sampada**.
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- E. The Promoter has availed Construction Finance on the said building from Edelweiss Housing Finance Limited. The transfer of the flat shall be deemed to be completed only after seeking NOC from the Edelweiss Housing Finance Limited, in conformity with the contracted terms & conditions of the Loan Agreement executed between the Edelweiss Housing Finance Limited & the Promoter.
- F. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as 'Vardhman's Sampada.' , (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/ plots/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 4162.10. square meters situated at 80 Ft. wide sector road on Plot No. A , Khasra No. 1973, 1987/1 Village-Sirsi, Tehsil Jaipur and latitude & longitude of the end points of the Project are 26 54 6 2N - 75 41 18 2E, 26 54 5 7N - 75 41 16 6E, 26 54 3 1N - 75 41 16 8E, 26 54 3N - 75 41 18 4E respectively. The location details are fully described in the Schedule-I.
- G. The Project has been registered with the Real Estate Regulatory Authority on.....(date) and the Project Registration Certificate No. is This registration is valid for a period of..... years commencing from..... and ending with..... unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.....) of the Authority.
- H. The layout plan/building plan of the Project has been sanctioned vide letter no JDA/S.S./B.P.C.(B.P.)/2015/D-1989 DT. 25/08/2015 & JDA/S.S./B.P.C.(B.P.)/2016/D-1835DT.09/08/2016 by the Jaipur Development Authority, and copy of which is enclosed as Schedule-2.
- I. Approval of specifications of the Project and permission of building construction upto 34 meters height (10th floor) under the relevant legal provisions has been accorded vide No. JDA/S.S./B.P.C.(B.P.)/2016/D-1835DT Date 09.08.2016 by the Jaipur Development Authority.
- The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- J. The details of Floor plan of the Apartment No..... of the Project is given in Schedule-3.

For Richwell Enterprises (P) Ltd.


(Director)

K. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, as provided under clause (e) of sub-section (2) of section 4, are as under:

1. AC Club House & Indoor Games
2. AC Gymnasium & Yoga Centre.
3. Swimming Pool & Toddler's pond.
4. Children's Play Area.
5. Adventure Play Zone.
6. Shaded Seating Zone.
7. Children Play Area .

L. The details of specifications of material used in construction are as under :-

- | | | | |
|-----|-----------------|---|---|
| 1. | Flooring | : | Living, Dining & Bedrooms Vitrified Tiles, Toilet & Balconies Anti, Skid Ceramic Tiles. |
| 2. | Doors | : | Laminated Door in Bedrooms & Bathrooms. Hardware fittings by Dorset/Jainson or equivalent make. |
| 3. | Kitchen: | | Black Granite counter with stainless steel sink. Ceramic tiles upto 2 Feet above the counter |
| 4. | Structure | : | R.C.C. frame structure over raft foundation. |
| 5. | Walls | : | First class CC Bricks. |
| 6. | Toilets | : | CP Fittings by Jaquar/ Kohler or equivalent make. Ceramic tiles upto door height. Quality sanitary ware by Hindware/CERA or equivalent make. |
| 7. | Windows | : | UPVC windows with glass panels. |
| 8. | Internal Finish | : | Plaster of Paris. Premium quality acrylic distemper paint on wall & Ceiling of Asian Paints/Berger . |
| 9. | Electrical | : | AC point in bedrooms and drawing room. Geyser points in Bathroom and kitchen. Telephone points in bedrooms and drawing room. TV points in bedrooms and drawing room. Concealed copper wiring of Polycab/Ket wires or equivalent make. Modular switches by Anchor/Philips or equivalent make. Multi stage safety system. |
| 10. | External Finish | : | Water-cum-weather proof paint by Asian Paints/Nerolac Paints or equivalent make. |
| 11. | Lift | : | Automatic lifts by ECE/KONE or equivalent make |

For Richwell Enterprises (P) Ltd.


(Director)

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

Date by which the works are proposed to be completed	Details of works to be Completed
16.07.2017	Permanent Electric Connection including transformer & Panels Already done
20.09.2017	Common Areas + Corridors Flooring
25.09.2017	Water Supply
30.09.2017	External Plaster
31.10.2017	Outer Painting
30.11.2017	Sanitation including STP in Functional State
30.11.2017	Outer Development
31.12.2017	Installation of Lifts

- N. Temporary fire NOC for the Project has been accorded by the Chef Fire Officer Nagar Nigam Jaipur Vide No. F.9(12)AA.FA.N.NI.J/15/445 dated 12.06.2015.
- O. The Airport Authority of India has also granted NOC for height clearance for the Project vide No.AAI/RHQ/NR/ATM/NOC/2015/203/2944-47.
- P. Environmental Clearance from the department concerned has been obtained having no. FI (4)/SEIAA/SEAC-Raj/Sectt/Project I Cat.8(a)B2 (6217)/ 14-15.
- Q. 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 Apartment, has applied for allotment and to purchase a Apartment (hereinafter referred to as the 'Unit') in the Project vide his application dated..... The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee 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.

For Richwell Enterprises (P) Ltd.


(Director)

- R. The Allottee has applied for an apartment in the Project after having satisfied himself about the layout, location, specifications construction quality, amenities provided and title of the project. As such the Allottee has been allotted apartment no. _____ having carpet area of _____ Sq.ft. and balcony carpet area of _____ sq.ft. on _____ floor alongwith proportionate undivided share in land along with covered parking no., as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-4 and the floor plan of the apartment is annexed hereto and marked as Schedule-3.
- S. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- T. 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;
- U. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment and the open/covered parking as specified in para V.

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

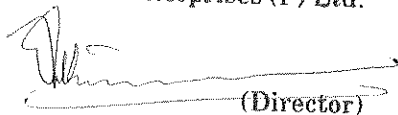
1. TERMS :

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 Apartment as specified in para 'R'

1.2 The Total Price for the Apartment/ Plot based on the carpet area is Rs.....(In Rupees.....)

Apartment no. ... Type..... Floor..... PLC GST	Rate of Apartment per square feet*
Open/Covered Parking	
Total Price (in Rupees)	-----

For Richwell Enterprises (P) Ltd.


(Director)

Explanation :

- (i) The Total Price above includes the booking amounts of(Rupees.....) paid by the allottee to the Promoter towards the Apartment as mentioned in Para 'R'.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods & Service Tax or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment to the allottee and the Project to the Maintenance Society. However, the total payable amount does not include Stamp Duty, Registration Charges and any other charges applicable at the time of this Agreement, Conveyance deed etc. in respect of the unit, which shall be exclusively borne and paid by the Allottee.

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

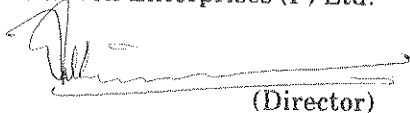
Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall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

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment/ Plot includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges 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 imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the 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.

For Richwell Enterprises (P) Ltd.


(Director)

- 1.4 As mentioned in para 'Q' above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs./- (Rupees only) out of the total price of Rs..... and the Allottees(s) agrees and undertakes to pay the balance amount of Rs.....of the total price strictly in accordance with the payment plan given below :-

Stage of development works & completion of the Unit (with details of works)	Percentage of the Total Price as calculated under Term & Condition No. 1.2	Installment Amount in Rs.	Period within which the installment amount is to be paid by the Allottee

- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ 6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule '5' and Schedule '6' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Plot without the previous written consent of the Allottee(s) as per the provisions of the Act without the consent of Allottee(s) but after declaration and intimation to the Allottees.

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

- 1.7 The Promoter shall confirm to the final carpet areas that has been allotted to the Allottee after construction of the building is complete. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee 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 Term No.1.2 above.
- 1.8 Subject to Term No. 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/ Plot as mentioned below:

For Richwell Enterprises (P) Ltd.


(Director)

The Allottee(s) shall have exclusive ownership of the Apartment

1. The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after completion of the building.
2. That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project;
3. The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment.

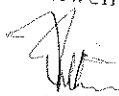
1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/ Plot along with ----- garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part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

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

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

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

For Richwell Enterprises (P) Ltd.


(Director)

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

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

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of Richwell Enterprises Pvt. Ltd. payable at Jaipur. The receipt would be valid only after realization of the said cheque/DD and effect of the credit in account of the "Promoter".

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the 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 and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

For Richwell Enterprises (P) Ltd.



(Director)

5. **TIME IS ESSENCE :**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be. Allottee(s) shall make the timely payment of all installments as per the Payment Plan. Timely payment of Total Payable Amount and other payment/ charges by the Allottee(s) as per this terms of this Agreement shall be the essence of this Agreement.

6. **CONSTRUCTION OF THE PROJECT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor 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 Promoter. The Promoter 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 Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. **POSSESSION OF THE APARTMENT:**

7.1 **Schedule for possession of the said Apartment-** The Promoter agrees and understands that timely delivery of possession of the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31.03.2018, 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 Apartment/ 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 agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Possession of the Allottee-** After handing over physical possession of the Apartment 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.

For Richwell Enterprises (P) Ltd.


(Director)

- 7.3 **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, any taxes, duties, cess, etc. deposited by the Promoter to the concerned department and authority in respect of the Unit and all other penalties and interest liabilities of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date. 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.

- 7.4 **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 Apartment/ 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 delay, 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.

- 7.5 **Failure of Allottee to take possession of Apartment -** Upon receiving an intimation from Promoter for registration of flat the Allottee shall within the time prescribed take possession and complete registration formalities of flat . In case the allottee fails to comply with this provision ,even than such allottee shall be liable to pay maintenance charges.

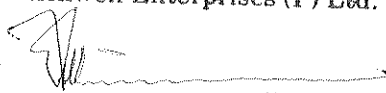
8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

(i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

For Richwell Enterprises (P) Ltd.


(Director)

(iii) There is Finance on the said building from Edelweiss Housing Finance Limited. The transfer of the flat shall be deemed to be completed only after seeking NOC from the Edelweiss Housing Finance Limited, in conformity with the contracted terms & conditions of the Loan Agreement executed between the Edelweiss Housing Finance Limited & the Owner.

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;

(x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/ Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

For Richwell Enterprises (P) Ltd.


(Director)

- (i) The Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Term No. 7.1 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 Apartment or 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.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

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

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

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

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment/ Plot together with proportionate indivisible share in land & common areas.

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

For Richwell Enterprises (P) Ltd.



(Director)

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ 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. The Promoter shall also be responsible for formation of such maintenance Society. It shall be the duty of the allottee to become member of such society on registration of Apartment in favour of allottee.

12. DEFECT LIABILITY :

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

However the Promoter shall not be liable for any damages caused due to normal wear & tear, misuse of apartments/furniture & fixtures to pay, of additional work done by allottee himself or during course of such work. The Allottee undertakes to take good care of the Apartment and also the entire building & more specifically the common areas.

INDEMNIFICATION

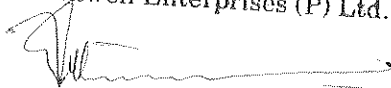
The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/ or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/ or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/ or State and local laws and/ or of any of the provisions of this Agreement and/ or (iv) termination of this Agreement by the Allottee(s) without any default/ delay on the part of the Promoter and/ or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in Clause 7 and/ or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 7 and/ or (vii) termination of this Agreement by the Promoter due to any default/ delay on the part of the Allottee(s).

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Apartment 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.

For Richwell Enterprises (P) Ltd.



(Director)

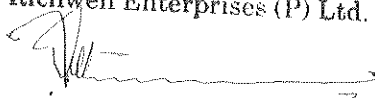
14. **USAGE:**

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 use by the Maintenance Society for rendering maintenance services.

15. **GENRAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment 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 building Apartment 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 Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee will 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 shall not store any hazardous or combustible goods in the Apartment/ Plot or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment.
- 15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The Allotte undertakes not to club or sub-divide any apartment or parking space. The Apartment shall be used only for residential purpose and no illegal activity will be conducted. The occupant will not cause any nuisance or discomfort to other occupants. The Allotte also agrees not to disturb the structure of building including beams & columns so that it causes danger to the existence of entire building.
- 15.5 The Allottee(s) shall be solely responsible for taking insurance of the Apartment and the goods in the Apartment at his own cost and expense.
- 15.6 That 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 Promoter/Maintenance Society and nowhere else. The non- observance of the provisions of this clause shall entitle the Promoter or Maintenance Society, as the case may be, to enter the Apartments, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s)

For Richwell Enterprises (P) Ltd.


(Director)

- 15.7 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 Society in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- 15.8 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.
- 15.9 It is in the interest of the Allottee(s), to help the Maintenance Society in effectively keeping the Apartment 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. Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. paradise or other structures in the Apartments. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Apartment.
16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**
- The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
17. **ADDITIONAL CONSTRUCTIONS:**
- The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities have been approved by the competent authorities and disclosed, except for as provided in the Act.
18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
- After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment/ Plot/ Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment.
19. **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 ----- (address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

For Richwell Enterprises (P) Ltd.



(Director)

20. **ENTIRE AGREEMENT:**

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

21. **RIGHT TO AMEND:**

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

22. **PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/SUBSEQUENT ALLOTTEES:**

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

23. **WAIVER NOT A LIMITATION TO ENFORCE:**

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

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

24. **SEVERABILITY:**

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

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

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

For Richweli Enterprises (P) Ltd.


(Director)

26. **FURTHER ASSURANCES:**

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

27. **PLACE OF EXECUTION:**

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

28. **NOTICES:**

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

M/s Richwell Enterprises Pvt. Ltd.	Allottee(s) name
Address: G-1, Western Heights S-21, Shyam Nagar Jaipur-302019	Address.....

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

29. **JOINTALLOTTEE:**

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).

30. **SAVINGS:**

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

31. **GOVERNING LAW:**

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

For Richwell Enterprises (P) Ltd.


(Director)

32. **DISPUTE RESOLUTION:**

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

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

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

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

--

PROMOTER For and on behalf of M/s Richwell Enterprises Pvt. Ltd.
Name : Vivek Sethia
Signature
Designation : Director

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address For Richwell Enterprises (P) Ltd.


(Director)

SCHEDULE-1

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

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
Village- Sirsi	1973, 1987/1	4162.10
Tehsil-Jaipur		
	Total Area	4162.10

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

In North Sector Road 24 mtr. Wide

In South others land

In East Plots of Vaishali Estate 'b' Block.

In West others land

Measuring

North to South by East 324'9"

North to South by West 298'9"

East to West by North 150'4"

East to West by South 138'3"

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

26 54 6 2N - 75 41 18 2E

26 54 5 7N - 75 41 16 6E

26 54 3 1N - 75 41 16 8E

26 54 3 N - 75 41 18 4E

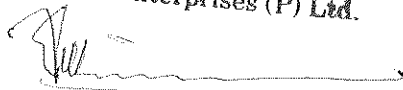
SCHEDULE-2

(Lay-out Plan of the Project)

SCHEDULE-3

(Floor Plan of the Apartment and Block/Tower in the Project)

For Richwell Enterprises (P) Ltd.


(Director)

SCHEDULE-II

SITE PLAN OF RESIDENTIAL FLAT PLOT-A

KHASRA NO. :-1973,1987/1

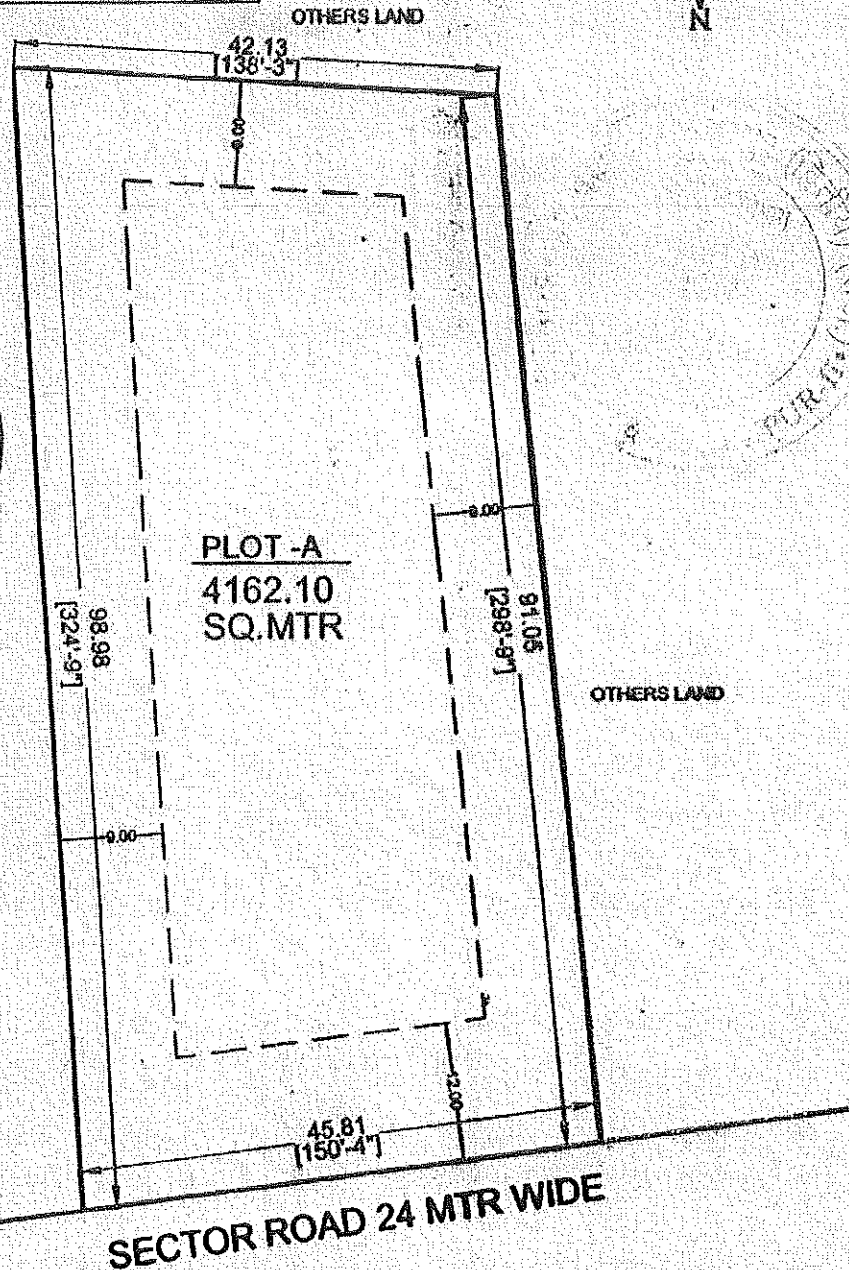
IN REVENUE- VILLAGE- SIRSI,TEH.-JAIPUR, DIST.-JAIPUR

SCALE :- 1" = 50'

PLOT AREA	4162.10 SQ. MTR
SECTOR ROAD SURROUND AREA	1110.49
TOTAL AREA	5165.27 SQ. MTR
PERSANTAGE OF CON. AREA AS PER BYE LAWS 2010	
F.A.R. - STANDARD = 1.33	MAXIMUM =
HEIGHT - AS PER BYE LAWS 2010-2011	
GROUND COVERAGE = 24%	



VAISHALI ESTATE
B BLOCK



[Signature]
SITE ENGINEER
(ZONE-12)

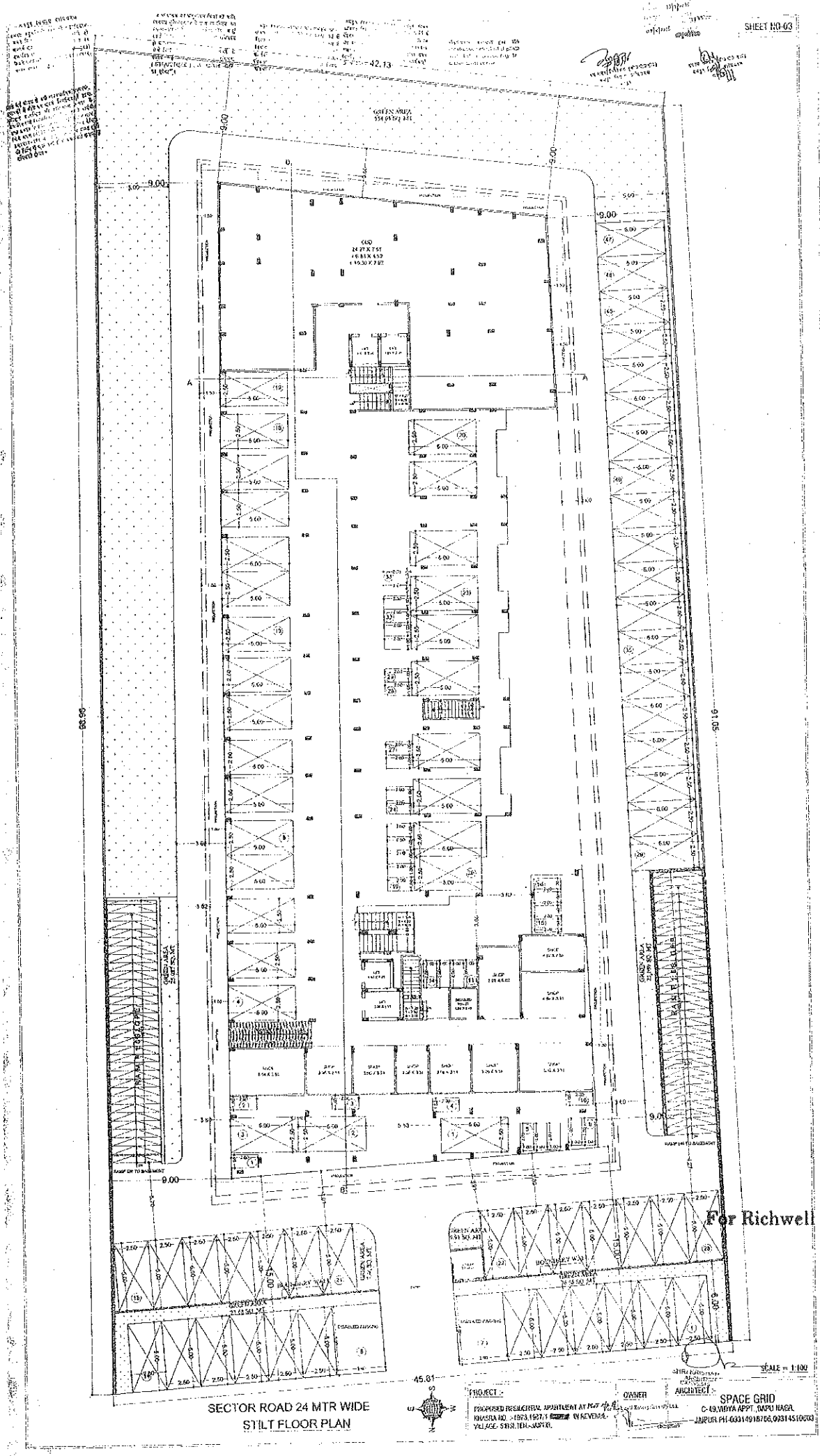
[Signature]
ATP/TPA
(ZONE-12)

[Signature]
उपनिर्देशक, विकास प्राधिकरण, जायपुर
BY COMMISSIONER
(ZONE-12)

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR.

For Richwell Enterprises (P) Ltd

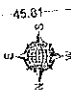
[Signature]
(Director)



For Richwell Enterprises (P)

(Direc

SECTOR ROAD 24 MTR WIDE
STILT FLOOR PLAN



PROJECT :
PROPOSED RESIDENTIAL APARTMENT AT 147/148
KUSHA RD - 1873/1874/1875 IN NEVADA
VILLAGE - SHELTON - ARIZONA

OWNER :
ARCHITECT :
SPACE GRID
C-43, INDIA APPT, M/SU NAGA
JALPURA P.H. 603149/1875, 603145/1873

SCALE : 1:100



TYPICAL FLOOR CARPET AREA PLAN

SCALE = 1:100

For Richwell Enterprises (P) Ltd.



PROJECT :-
PROPOSED RESIDENTIAL APARTMENT AT
KHASRA NO. - 1033, 198/71 PART-B IN REVENUE-
VILLAGE- SIRSI, TEH- JAIPUR.

OWNER

ARCHITECT :- **SPACE GRID**
C-49, VIDYA APPT., BAPU NAGR,
JAIPUR. PH-09314918766, 09314510603

(Director)

SCHEDULE-4

[Flat No.____ on the _____Floor of the building being forming part of the said Residential Area containing by estimation an area of Carpet area of _____sq. ft. along with Balcony Carpet area _____ sq. ft and Salable Area ____ Sq. ft.]

SCHEDULE-5

(SPECIFICATIONS)

- | | | | |
|-----|-----------------|---|---|
| 1. | Flooring | : | Living, Dining & Bedrooms Vitrified Tiles, Toilet & Balconies Anti, Skid Ceramic Tiles. |
| 2. | Doors | : | Laminated Door in Bedrooms & Bathrooms. Hardware fittings by Dorset/Jainson or equivalent make. |
| 3. | Kitchen: | | Black Granite counter with stainless steel sink. Ceramic tiles upto 2 Feet above the counter. |
| 4. | Structure | : | R.C.C. frame structure over raft foundation. |
| 5. | Walls | : | First class CC Bricks. |
| 6. | Toilets | : | CP Fittings by Jaquar/ Kohler or equivalent make. Ceramic tiles upto door height. Quality sanitary ware by Hindware/CERA or equivalent make. |
| 7. | Windows | : | UPVC windows with glass panels. |
| 8. | Internal Finish | : | Plaster of Paris. Premium quality acrylic distemper paint on wall & Ceiling of Asian Paints/Berger . |
| 9. | Electrical | : | AC point in bedrooms and drawing room. Geyser points in Bathroom and kitchen. Telephone points in bedrooms and drawing room. TV points in bedrooms and drawing room. Concealed copper wiring of Polycab/Ket wires or equivalent make. Modular switches by Anchor/Philips or equivalent make. Multi stage safety system. |
| 10. | External Finish | : | Water-cum-weather proof paint by Asian Paints/Nerolac Paints or equivalent make. |
| 11. | Lift | : | Automatic lifts by ECE/KONE or equivalent make |

SCHEDULE-6

1. AC Club House & Indoor Games.
2. AC Gymnasium & Yoga Centre.
3. Swimming Pool & Toddler's pond
4. Children's Play Area, walking tracks.
5. Adventure Play Zone
6. Shaded Seating Zones

For Richwell Enterprises (P) Ltd.


(Director)