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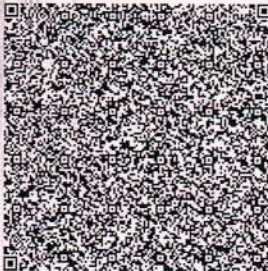
e-Stamp

Certificate No. : IN-RJ14040993042755P
Certificate Issued Date : 21-Aug-2017 04:33 PM
Account Reference : SHCIL (FI)/ rjshcil01/ CHITRAKOOT/ RJ-JP
Unique Doc. Reference : SUBIN-RJRJSHCIL0121491950229025P
Purchased by : RIDHI SIDHI PRIME BUILDERS
Description of Document : Article 4 Affidavit
Property Description : 81 GYAN VIHAR COLONY NIRMAN NAGAR AJMER ROAD JAIPUR
Consideration Price (Rs.) : 0
(Zero)
First Party : RERA RAJASTHAN
Second Party : RIDHI SIDHI PRIME BUILDERS
Stamp Duty Paid By : RIDHI SIDHI PRIME BUILDERS
Stamp Duty Payable : 100
(One Hundred only)
Surcharge for Infrastructure : 10
Development : (Ten only)
Surcharge for Propagation and : 10
Conservation of Cow : (Ten only)
Stamp Duty Amount(Rs.) : 120
(One Hundred And Twenty only)

For RIDHI SIDHI PRIME BUILDERS

Aswathy

Partner



UP 0003536513

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AFFIDAVIT CUM DECLARATION

I, Amit Kotecha son of Shri Fateh Chand Kotecha, aged 37 years, R/o Makrana Road, Borawar, District Nagaur, Rajasthan, duly authorized by the promoter, M/s Ridhi Sidhi Prime Builders, do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project "Royal Essence" situated at GH-52, Karni Kripa Villas, Gram Kanakpura, Jaipur - 302021, State - Rajasthan under the provisions of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules, 2017.
2. That the Agreement for Sale for the project "Royal Essence" has been prepared on the basis of substance of the performa of Agreement for Sale provided in Form - G under Rajasthan Real Estate (Regulation and Development) Rules, 2017 ("Rajasthan RERA Rules") by customizing the same as per the requirements of our project and the contractual terms offered by us to our customers, while observing the framework of the Real Estate (Regulation & Development) Act, 2016 and the Rajasthan RERA Rules.
3. We undertake that such additions/amendments are not contrary to the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") and the Rajasthan RERA Rules.
4. That if any clause or portion of the Agreement for Sale is declared to be in violation of RERA and Rajasthan RERA rules, only the same shall be deemed to be non-existent.

For RIDHI SIDHI PRIME BUILDERS



Deponent

Partner

VERIFICATION

I, Amit Kotecha son of Shri Fateh Chand Kotecha, aged 37 years, R/o Makrana Road, Borawar, District Nagaur, Rajasthan, do hereby declare that the contents in para No.1 to 4 of my above Affidavit are true and correct and nothing material has been concealed by me there from.

Verified by me at Jaipur on this 21st day of August 2017.

For RIDHI SIDHI PRIME BUILDERS



Deponent

Partner

AGREEMENT FOR SALE

Affix color
photograph of
the allottee
with signature
across the
photograph

Affix color
photograph of
the authorized
signatory of the
promoter with
signature across
the photograph

This Agreement for Sale, hereinafter referred to as the **"Agreement"**, is executed on this _____ day of _____ Two Thousand and _____.

By and Between

M/s Ridhi Sidhi Prime Builders, a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its registered office at 81, Gyan Vihar colony, Nirman Nagar, Ajmer Road, Jaipur and its PAN being AARFR0273P, represented by its authorized signatory Mr.

S/o _____ R/o _____
authorized vide Authorization dated _____ [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 successor(s) and permitted assignee(s)];

And

Mr./Mrs./Ms. _____ son/daughter/wife of Mr. _____ aged about _____ years, R/o _____ (Aadhar - _____, 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), administrator(s), executor(s) & permitted assignee(s)].

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

INTERPRETATIONS/DEFINITIONS:

(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) **"Apartment/Flat/Unit"** shall mean a space in the project intended and/or capable of being independently and exclusively occupied, having one or more direct exit to a common area and having a separate number and identity, and refer to all such units or spaces intended to be used for commercial use such as office, shops etc. in any part of the project.
- c) **"Approved Plans"** shall mean the plans of the project constructed or to be constructed on the scheduled land as defined herein below, as approved by the competent local authority and shall include any variations or amendments therein by such competent authority or promoter as per the applicable laws in this regard.
- d) **"Building"** shall mean the building/tower in the project where the allottee(s) has been allotted the unit(s)/apartment(s).
- e) **"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 uncovered, and thickness of external and internal walls. 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.
- f) **"Carpet Area"** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under the service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition

For RIDHI SIDHI PRIME BUILDERS

Aswathy

Signature of the Promoter

Partner

Signature of the Allottee(s)

walls of the apartment.

- g) **"CLSS Capet Area"** shall refer to the carpet area as defined in the Credit Linked Subsidy Scheme (CLSS) under the Pradhan Mantri Awas Yojana (PMAY); and shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, area covered by the internal partition walls, areas under the service shafts, exclusive balcony or verandah area and open terrace area.
 - h) **"Common Area and Facilities"** shall mean the common portions, spaces, equipments, services & amenities, which are meant for the common use and enjoyment by all occupiers/residents of the said project and more specifically described in the Schedule – E attached hereto.
 - i) **"Delay Payment Charges"** means the charges that are payable by the allottee(s) to the promoter on account of delay in payment of any due amount, charges, installments etc. Such charges shall be calculated at the interest rate, defined herein below, along with all applicable taxes in this regard.
 - j) **"Earnest Amount"** shall mean 10% of the total price of the unit. The earnest amount can be paid by the allottee(s) in installments as per the discretion of the promoter.
 - k) **"Exclusive Balcony Area or Verandah Area"** shall mean the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee(s); and **"Exclusive Open Terrace Area"** shall mean the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee(s).
 - l) **"Interest Rate"** means the State Bank of India's 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 the rules.
 - m) **"Limited Common Areas and Facilities"** shall mean those common areas and facilities which are designated in writing by the promoter as reserved for use of certain apartment(s) to the exclusion of the other apartments.
 - n) **"Residents' Association/Society/Owners' Association"** shall mean a society/association formed/to be formed under relevant applicable laws for the time being in force for the maintenance of common area of the project and incidental matters thereto, by the residents/owners of the flats/units and other concerned individuals in this regard.
 - o) **"Para" or "Clause"** shall mean a para or clause of this agreement.
 - p) **"Project"** shall mean the project comprising of building(s), shops, parking facility, club house etc. constructed/to be constructed upon the scheduled land and named as **"Royal Essence"**.
 - q) **"Regulation"** shall mean the regulations made under the act.
 - r) **"Rules"** shall mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
 - s) **"Schedule"** shall mean the schedules attached to this agreement.
 - t) **"Scheduled Land"** shall mean the land more particularly described in the Schedule – A attached hereto.
 - u) **"Section"** shall mean the sections 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 or in the 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 subject to their applicability on the project.
- (3) In this agreement, all pronouns shall be equally applicable to both the singular and plural, masculine, feminine or neuter forms as the context may require.

WHEREAS THE PARTIES DECLARE THAT:

- A. The Promoter is in lawful possession of the scheduled land situated at Plot no.GH-52, Karni Kripa Villas, Village Kanakpura, Tehsil Jaipur with a total area admeasuring 3955.52 square yards and more particularly described in Schedule – A attached hereto.
- B. The Promoter has a legal and transferrable title to the said land with legally valid documents and is lawful owner of the scheduled land.

That the Plot no.GH-52 measuring 3955.52 square yards situated at Karni Kripa Villas, Village Kanakpura, Tehsil Jaipur allotted to M/s Ridhi Sidhi Prime Builders office address 81, Gyan Vihar Colony, Nirman Nagar, Ajmer Road, Jaipur through Partner Shri Amit Kotecha S/o Shri Fateh Chand

For RIDHI SIDHI PRIME BUILDERS

AS Kotecha

Signature of the Promoter

Partner

Signature of the Allottee(s)

Kotecha Aged 33 years by JDA vide lease deed/patta vilekh no.142 dated 15.07.2014. The said lease deed/patta vilekh is duly registered in the office of sub-registrar Jaipur-V at registration no.2014397010569, book no.1, volume no.792, page no.25 on Date 31.07.2015.

Thereafter construction permission letter no. JDA/SS/BPC(BP)/2015/D-1602 Date 14.07.2015 in respect of Plot no.GH-52 situated at Karni Kripa Villas, Village Kanakpura, Tehsil Jaipur was issued by Jaipur Development Authority.

That Ridhi Sidhi Prime Builders becomes the owner of the said plot and are constructing a Multistoried Residential Building in the name of "ROYAL ESSENCE" on the said property.

- C. The scheduled land is earmarked for the purpose of a Residential project; comprising one multistoried building(s) and the said project shall be known as 'Royal Essence'.
- 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 scheduled land on which Project is to be constructed have been completed.
- E. The details of the encumbrances on the scheduled land are as under –
There is an encumbrance of Rs. 10,00,00,000/- (Rupees Ten Crores Only) in the form of OD Credit Facility from State Bank of India (Former State Bank of Bikaner and Jaipur), Branch - Amrapali Circle, Jaipur against Equitable Mortgage of the Project "ROYAL ESSENCE" along with project land bearing Plot no. GH-52, Karni Kripa Villas, Village Kanakpura, Tehsil Jaipur (Rajasthan).
- F. The Promoter has planned and developed/is in the process of constructing and developing the project on the scheduled land after getting all necessary permissions/approvals from the concerned competent authorities and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on the scheduled land. The location details of the project are fully described in the Schedule - A.
- G. The Project has been registered with the Rajasthan Real Estate Regulatory Authority on _____ and the Project Registration Certificate No. is _____. This registration is valid for a period of _____ years commencing from _____ and ending in _____, unless renewed/extended by authority.
- H. The details of plan of development works to be executed in the proposed project and the proposed facilities to be provided have been described in Schedule – F attached hereto.
- I. The details of salient features of the project have been provided in Schedule – G attached hereto.
- J. The details of specifications of materials used/to be used in construction of the project have been described in Schedule – H attached hereto.
- K. The stage wise time schedule of completion of the project has been provided in Schedule–I attached hereto.
- L. The following approvals and sanctions have been obtained in respect of the said project –
 - i. The Site Layout Plan (JDA Patta) issued by Jaipur Development Authority, Jaipur.
 - ii. Approval of the project and permission of building construction up to 40 meter height (Basement + Stilt + Twelve floors) under the relevant legal provisions has been accorded vide Letter no. JDA/SS/BPC(BP)/2015/D-1602 dated 14.07.2015 by the Jaipur Development Authority, Jaipur.
 - iii. Temporary Fire NOC for the project has been accorded by the Office of Chief Fire Officer, Nagar Nigam, Jaipur vide F9(06)AF/NNJ/15/466 dated 17.06.2015.
 - iv. The Airport Authority of India has also granted NOC for height clearance for the project vide AAI/RHQ-NR/ATM/NOC/2014/441/8633-36 dated 19.11.2014.
- M. The promoter has opened a separate bank account in DCB Bank Limited, Jaipur Branch for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section (4) of the Act.
- N. The Allottee(s), being aware of the project and the details given herein about the project made by the promoter and/or on visiting the sample flat of an apartment has, after perusal of all relevant documents and his own satisfaction, applied for allotment and to purchase an apartment in the project vide application dated _____. The allottee(s) has also deposited a sum of Rs. _____ (In words Rupees _____) as the earnest amount including application fee and agrees to make timely and complete payments of the remaining total price as well as other dues/charges under this agreement as per terms and conditions of this agreement. There are different kinds of apartments conceptualized in the project which may not be the same as the sample flat. The promoter has already clarified that the sample flat is for representational purposes only.

For RIDHI SIDHI PRIME BUILDERS

AS Kotecha

Signature of the Promoter

Partner

Signature of the Allottee(s)

- O. The allottee(s) has applied for an apartment in the project through application dated _____ and has been allotted Apartment/Unit - _____ having Carpet Area of _____ square feet & Exclusive Balcony Area of _____ square feet and the proportionate share in the common area and facilities of the project along with undivided proportionate share in the scheduled land, hereinafter referred to as the "Unit/Flat/Apartment" and more particularly described in Schedule – B attached herewith and the floor plan of the apartment and the building is attached as Annexure - I hereto.
- P. The allottee(s) hereby confirms that he is signing this agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the project. Further, the parties have gone through all the terms & conditions set out in this agreement and understood the mutual rights and obligations detailed herein.
- Q. The assurances/representations made by the promoter are embodied in this deed and no other assurances/representations/ in respect of the said unit/project have been ever communicated in this regard. 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.

In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the allottee(s) hereby agrees to purchase the unit.

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

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 Clause (O).
- 1.1 The Total Price for the apartment as mentioned in Clause (O) is Rs. _____ (In Words Rupees _____ only) (hereinafter referred to as the "Total Price") and more particularly described in Schedule – C. All other charges, which are specifically mentioned in this agreement and do not form part of the total price, shall be paid by the allottee(s) in addition to the total price as per this agreement.
 - (i) The allottee(s) expressly agrees that, in addition to the total price as stated in Clause 1.1, he shall also be liable to pay all taxes and cesses, including but not limited to Value Added Tax, Service Tax/GST and cesses or any other similar or other taxes which may be levied, in connection with the purchase of the unit. The allottee(s) shall, in addition to the total price of the unit, also be liable to pay interest free maintenance deposit, one year upfront maintenance charges, stamp duty, registration charges, legal charges such as advocate fees etc. or any other charges applicable at the time of registration of this agreement and sale deed of the unit, society registration fees, society membership fees, charges towards government water supply such as Bissalpur etc., charges for electricity connection payable to JVVNL, charges for gas connection and proportionate charges for any additional capital goods and/or infrastructure development, except for the amenities/facilities/proposed development that have already been mentioned herein, and may be required to be installed/developed during the timeline of project construction or at any time in future hereafter, in accordance with any government norms or for the common use and enjoyment of all the allottees along with all/any taxes and cesses levied on all such charges/fees etc.
 - (ii) Provided that in case there is any change/modification in the taxes and cesses, the same shall be brought into effect as per the applicable laws.
 - (iii) The promoter shall intimate the allottee(s), the amount payable as stated in the payment plan given in Schedule – D and the allottee(s) shall make payment demanded by the promoter within the time and in the manner specified therein. Provided that as and when any installment becomes due, the promoter shall once inform the allottee(s) in writing and it shall not be obligatory on the part of the promoter to send any further demand notices/e-mails/reminders regarding the payments to be made by the allottee(s).
- 1.2 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

For RIDHI SIDHI PRIME BUILDERS

A. Kalan

Signature of the Promoter

Partner

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Signature of the Allottee(s)

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.

- 1.3 The promoter has already received, as earnest amount from the allottee(s), a sum of Rs. _____ /- (Rupees _____ only) out of the total price of Rs. _____ /- (Rupees _____ only) and the allottee(s) agrees and undertakes to pay the balance amount out of the total price strictly in accordance with the payment plan as described in Schedule - D. Provided that if the allottee(s) delays in payment towards any amount which is payable as per this agreement, he shall be liable to pay delay payment charges in addition with the taxes including service tax/VAT/GST applicable on such delay payment charges.
- 1.4 It is agreed that the promoter shall have pari-passu charge on the said unit to be acquired by the allottee(s) in respect of any amount liable to be paid by the allottee(s) under the terms and conditions of this agreement and that the allottee(s) shall not transfer, assign, sell or in any way dispose off the said unit or his interest therein without the prior written consent of the promoter.
- 1.5 It is agreed that the promoter shall not make any material addition in the approved plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the apartment without the written consent of the allottee(s). However, the promoter may send a letter to allottee(s) for the purpose of taking such consent through Registered AD on the address mentioned herein and in case the allottee(s) does not reply to such letter, within one week from the date of dispatch of letter, the same shall be deemed to be a consent of the allottee(s) as required under the act. Such consent/reply must be sent by the allottee(s) to the promoter by registered AD only. Provided that the promoter and/or the architect may make such minor additions or alterations as they may deem fit and/or required during the course of construction of the project or as may be required by the allottee(s), or such minor changes or alterations as per the provisions of the act.
- 1.6 The promoter shall confirm to the final carpet area that has been allotted to the allottee(s) after construction of the building is complete by furnishing details of the changes, if any, in the carpet area and architect's certificate in this regard shall be final and binding on the parties. The total price payable for the carpet area shall be recalculated, upon confirmation, by the promoter. If there is reduction in the carpet area, then the promoter shall refund the excess money paid by allottee within 45 days with interest from the date of receipt of the last installment of the total price. 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(s) along with the next milestone of the Payment Plan as provided in this agreement. Any monetary adjustments pertaining to the changes in carpet area shall be done on pro rata basis as per the basic sale price of the unit as mentioned in Schedule - C and such monetary adjustments shall always be made on the basis of carpet area of the unit only. Further, the carpet area shall always be measured from brick to brick and balcony dimensions shall be up to the outer edge of the balcony slab. Moreover, the allottee, after paying the total price and all taxes, charges and dues payable to the promoter as per this agreement, shall have exclusive right to get possession of his unfinished unit/flat/apartment and may have an option to complete the same as per his own specifications and at his own cost.
- 1.7 It is hereby specifically agreed between the parties that the promoter shall, after the completion of construction of the unit as per the agreed specifications along with the ready and complete common areas and facilities of the project, intimate the allottee(s) to take up the possession of his unit, and such date of intimation by the promoter shall hereinafter be referred as "deemed date of project completion" or "deemed completion".
- 1.8 Subject to Clause 9.2, the promoter agrees and acknowledges that after the registration of the conveyance deed of the unit, the allottee(s) shall have the right to the apartment as mentioned below -
- The allottee(s) shall have exclusive ownership of the apartment.
 - The allottee(s) shall also have undivided proportionate share in the scheduled land and proportionate share in the common areas. Since the share/interest of allottee(s) in the common areas and the scheduled land is indivisible and cannot be divided or separated, the allottee(s)

For RIDHI SIDHI PRIME BUILDERS

Ashok

Signature of the Promoter

Partner

Signature of the Allottee(s)

- shall use them, 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 owner's association after the deemed completion of the project.
- 1.9 The allottee(s) understands that the project comprises of open and covered parking spaces. For day to day comfort of all allottee(s)/residents, the promoter has earmarked parking space for the exclusive use of each unit. Only those allottee(s), who have not or could not avail the option of covered parking, will be earmarked open parking. Further, the allottee(s) understands and agrees that every allottee(s) will be entitled to one parking duly earmarked and some units may be earmarked with more than one parking. All earmarked parking space along with the unallotted parking space, if any, shall form a part of the limited common areas and facilities of the project.
 - 1.10 _____ covered/open parking space on _____ floor has been earmarked for use by the allottee(s). It is agreed between the parties that the exact parking number shall be earmarked after the completion of the project, either by the promoter or the resident's association, as the case may be. Provided that the promoter, at its sole discretion, can supersede any designation/earmark of parking done by the residents' association; and can earmark any other parking number to the allottee(s) at any point of time in future and his decision shall be final and binding upon the allottee(s) and the society. The said parking space and/or number shall be treated as an indivisible part of the unit for all purposes.
 - 1.11 The allottee(s) undertakes to park his vehicle strictly in the parking space earmarked to him and not anywhere else in the said project. The parking space earmarked to the allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the allottee(s) will be allowed to park vehicles more than the parking space earmarked to him or at anywhere else in the project.
 - 1.12 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 to various competent authorities. 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 apartment, 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.
 - 1.13 The allottee(s) agrees and understands that except the unit as described in Schedule – B attached hereto, the allottee(s) shall have no ownership claim or right of any nature in respect of any unallotted saleable spaces and limited common areas and facilities in the project. Spaces such as shops, kiosks etc. built in any part of the project are of a saleable nature and thus, such saleable spaces shall remain the exclusive property of the promoter who shall be free to deal/sell such areas, as per applicable laws.
 - 1.14 The promoter has disclosed and the allottee(s) hereby acknowledges and accepts that all earmarked parking space along with the unallotted parking space; roof/terraces immediately above certain flats (i.e. Flats – 1201, 1207, 1208, 1209) having same area as that of respective flats which are located on the top floor of the building; storages or any other area exclusively earmarked for a particular apartment(s) by the promoter, shall form a part of the limited common area and facilities for the use and enjoyment of the owner/occupant of that particular apartment to the exclusion of all other allottee(s).
 - 1.15 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. Moreover, the allottee(s) acknowledges that the promoter has provided all the information and clarifications sought by the allottee(s); and that the allottee(s) has relied only upon his own judgment and investigation, and only after complete satisfaction with respect to the approved plans, location, layout, specifications, government regulations pertaining to the project along with his ability to make timely payments, has entered into this agreement.
 - 1.16 The allottee(s) expressly agrees that the promoter shall be solely entitled to claim any/all the refundable amounts deposited by the promoter to various competent authorities during the entire course of construction of the project.
 - 1.17 The allottee(s) has the right to visit the project site to assess the extent of development of the project and his apartment. The promoter discourages such kind of visit by the allottee(s) and his/her family members due to the risks involved at construction site. If at all the allottee(s)

For RIDHI SIDHI PRIME BUILDERS

Aswathy

Signature of the Promoter

Partner

Signature of the Allottee(s)

decides to visit the site, he/she shall only do so after intimating the promoter or his site engineer and after taking due care and proper safety measures at his own responsibility. The promoter shall in no way, be held responsible for any accident/mishap involving the allottee(s) and his accompanying persons while visiting the site. Further, the promoter strictly prohibits the visit of children at the project construction site.

- 1.18 If case the allottee(s) avails a loan facility from any bank/financial institution towards the purchase of the unit, it shall be the sole responsibility of the allottee(s) to get the loan sanctioned and disbursed in accordance with the payment plan. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the promoter, as per the payment plan, shall be ensured by the allottee(s), failing which the allottee(s) shall be considered under default and delay payment charges will be levied. Provided that the terms and conditions enforced by any such bank/financial institution shall be exclusively applicable on the allottee(s) only.
2. Subject to the terms of the agreement and the promoter abiding by the construction milestones, the allottee(s) shall make all payments, on demand by the promoter, whether by an e-mail or by any other mode, within the stipulated time as mentioned in the payment plan as per Schedule – D through account payee cheque/demand draft/banker's cheque or online payment in favor of Ridhi Sidhi Prime Builders payable at Jaipur. The receipt would be valid only after realization of the said financial instrument and effect of payment in the promoter's account. However, the date of credit shall be deemed to be the date of payment of installment by the allottee(s).
3. The allottee(s), if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act, 1934 (RBI Act) and the rules and regulation made there under or any statutory amendments or modifications made thereof and all 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(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he may be liable for any action under FEMA or other laws as applicable, as amended from time to time. The promoter accepts no responsibility with regards to matters specified herein above. The allottee(s) shall keep the promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the allottee(s), subsequent to the signing of this agreement, it shall be the sole responsibility of the allottee to intimate the same in writing to the promoters immediately and comply with necessary formalities if any, under the applicable laws.
4. The allottee(s) has authorized the promoter to adjust/appropriate all payments made by him under any head of dues against lawful outstanding of the allottee(s) against the apartment, if any, in his name and the allottee undertakes not to object/demand/direct the promoter to adjust his payments in any manner.
5. 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 to the allottee(s) and the common areas to the owners' association, as the case may be. Provided that, it shall be subject to timely payment by the allottee(s) so that any impediment in construction of the project due to his default may not occur. Timely payment of total price and other payments/charges by the allottee(s) shall also be the essence of this agreement.
6. The allottee(s) has seen the proposed layout plans, approved plans, specifications, amenities and facilities of the apartment and project and has accepted the floor plan, payment plan and the specification, amenities and facilities as per 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, approved plans, floor plans and specifications, amenities

For RIDHI SIDHI PRIME BUILDERS

[Signature]

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and facilities. Subject to the terms in this agreement, the promoter undertakes to strictly abide 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 procedure/conditions agreed by and between the parties under Clause 1.5 or in the manner as provided under the act.

7. The promoter agrees and understands that timely delivery of possession of the apartment to the allottee(s) and the common areas to the owners' association is the essence of this agreement. Similarly, the allottee(s) understands that the timely payment of total price of the unit and other amounts in accordance with this agreement is also the essence of this agreement. If the allottee(s) defaults in the paying the relevant amounts as per the payment plan along with all other taxes/charges, he shall not be entitled to enforce the timeline of project completion. Therefore, subject to the timely receipt of payment of total price and the other amounts from the allottee(s) as per this agreement, the promoter assures to handover the possession of the unit along with the ready and complete common areas and facilities of the project in place and intimate to the allottee(s) regarding the same on or before December 31, 2019, unless there is delay due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or due to any circumstances beyond the control of promoter effecting the regular development of the project (hereinafter referred to as "Force Majeure"). If, however, the completion of the project is delayed due to the Force Majeure conditions, then the allottee(s) agrees that the promoter shall be entitled to a reasonable extension of time for delivery of possession of the apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented and the promoter, in such an event, shall not be liable to pay any penalty/interest/compensation to the allottee(s). 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, which shall be assessed by the promoter and binding upon the allottee(s), the promoter shall inform the allottee(s) about such impossibility along with a notice of termination of one month and upon termination of this agreement in such a case, the promoter shall refund to the allottee(s), any excess amount after forfeiting the proportionate cost already incurred by the promoter with respect to the unit till the date of such information by the promoter. This amount to be refunded, as decided by the promoter shall be final and binding and shall be refunded without any interest within forty five days from the date on which the termination becomes effective. After refund of the money paid by the allottee(s), the allottee(s) agree that he 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.
- 7.1 The promoter, on or before the deemed completion or upon obtaining the occupancy certificate or completion certificate, whichever is earlier, shall offer, in writing, the possession of the apartment to the allottee(s) to be taken within two months from date of such offer, hereinafter referred to as the "deemed date of possession". Subject to the payment of total price of the unit along with all taxes/charges/dues etc. payable by the allottee(s) as per this agreement, the conveyance deed in favor of the allottee(s) shall be carried out by the promoter within two months from deemed date of completion or of obtaining the occupancy certificate or completion certificate, whichever is earlier. The allottee(s) expressly agrees to timely execute the conveyance deed and all other documents that may be necessary for possession handover, as per the promoter's standard format and his possession of the said unit shall at all times be governed by all such covenants mentioned therein. The allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899; Rajasthan Stamp Act, 1998; and Regulation Act, 1908; including any actions taken or deficiencies/penalties imposed by the competent authority. After the deemed date of possession or upon taking the actual physical possession of the unit, whichever is earlier, the allottee(s) shall be liable to pay the maintenance charges as determined by the promoter/owner's association, as the case may be. The promoter shall not be responsible for any damage caused to the unit on account of the delay on the part of the allottee(s) in taking over the possession and in such event the allottee(s) shall have to take the possession of the same on "as is where is" basis. The promoter, after the deemed completion of the project or upon obtaining the occupancy certificate or completion certificate, whichever is earlier, shall not be held responsible in any manner for any future mishaps like fire, earthquake, floods etc. or any accident caused due to any machinery/equipments installed like electrical equipments, transformer, lifts etc. in the project.

For RIDHI SIDHI PRIME BUILDERS

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Signature of the Promoter

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- 7.2 Upon receiving the written intimation from the Promoter as per Clause 7.1 above, the allottee(s) shall take possession of the apartment/unit from the promoter by paying all dues, outstanding, interest, if any, maintenance charges etc. and execute all necessary indemnities, undertakings and such other documentation as prescribed in this agreement and the promoter shall give possession of the apartment/unit to the allottee(s). In case the allottee(s) fails to take possession within the time provided as per Clause 7.1 above, such allottee(s) shall continue to be liable to pay maintenance charges as specified under Clause 7.1 above. Moreover, in the event of delay by the allottee(s) in taking the possession of the unit after the expiry of the two months from the deemed completion or upon obtaining the occupancy certificate or completion certificate, whichever is earlier, the allottee(s) shall be liable to pay house tax, property tax, fire fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the unit of the allottee(s) is not separately assessed for such taxes, cess or fees, the same shall be paid by the allottee(s) proportionately. If the promoter has to pay the aforesaid amounts on behalf of the allottee(s), the allottee(s) shall be liable to reimburse the same to the promoter within 15 days from the date of notice in this regard from the promoter failing which the promoter shall be entitled to charge delay payment charges for the period commencing on the date on which the promoter paid the said amounts to the concerned authorities and ending on the date on which the allottee(s) pays the said amounts to the promoter.
- 7.3 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 earnest amount, all/any taxes, duties, cess etc. deposited by the promoter to the concerned departments/authorities in respect of the unit, all/any penalties and delay payment charges in respect of the unit, the brokerage charges paid by the promoter in respect of the unit, as on the date of cancellation, from the amounts paid by the allottee(s) till such date and the balance amount of money paid by the allottee(s) shall be returned by the promoter to the allottee(s) without any interest, from the amounts realized from the such new allottee(s)/buyer(s) of the same unit. Provided that, without any fault of the promoter, and after the deemed completion or upon obtaining the occupancy certificate or completion certificate, whichever is earlier, the allottee(s) shall not cancel/withdraw his allotment.
- 7.4 The promoter shall compensate the allottee(s) in case of any actual loss, caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the act.
8. 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 the development of the project.
 - (iii) There are no encumbrances upon the said land or the project except those that have been mentioned in this agreement.
 - (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

For RIDHI SIDHI PRIME BUILDERS

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Signature of the Promoter

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- 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).
 - (x) The scheduled land is not the subject matters of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the scheduled land.
 - (xi) The promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project (except the taxes mentioned in Clause 7.2 which shall be paid according to the said clause) to the competent authorities till the completion of the project.
 - (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 scheduled land and/or the project.
 - (xiii) The promoter shall not be responsible towards any third party making payments, remittances on behalf of the allottee(s) and such third party shall not have any right under this agreement and/or in the unit, in any way, and the promoter shall issue the payment receipts in favor of the allottee(s) only and in case of cancellation by any such allottee(s), refund as per the terms of this agreement shall be made only to the allottee(s).
9. Except on the occurrence of a Force Majeure event, the promoter shall be considered under a condition of default, in the following events, namely -
- (i) The promoter fails to offer possession of the unit to the allottee(s) without any default on the part of the allottee(s), within the time period specified in Clause 7 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.
 - (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.
- 9.1 In case of default by the promoter under the conditions listed above, allottee(s) is entitled, subject to the condition that there is no default on the part of the allottee(s), to the following -
- a. 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
 - b. The allottee(s) shall have the option of terminating the agreement in which case the promoter shall be liable to refund, subject to the availability of funds, the entire money paid by the allottee(s) under any head whatsoever towards the purchase of the unit, along with interest from the date of such termination within forty-five days of receiving the termination notice. Provided that where an allottee(s) does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the promoter, interest calculated at the interest rate for the period of delay till the handing over of the possession of the unit, which shall be paid by the promoter to the allottee(s) within forty-five days of it becoming due.
- 9.2 The allottee(s) shall be considered under a condition of default, on the occurrence of any one or more of the following events:
- (i) In case the allottee(s) fails to make payments for any installment as per the payment plan stated in Schedule - D; the allottee(s) shall be liable to pay delay payment charges on the overdue amounts for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the allottee(s) to the promoter and ending on date of the payment of such overdue amounts by the allottee(s) to the promoter.
 - (ii) In case of default by allottee(s) under the conditions listed above continues for a period beyond 30 days after notice from the promoter in this regard, the promoter may terminate this agreement, provided that the promoter shall intimate the allottee(s) about such cancellation at least thirty days prior to such cancellation.
 - (iii) In case of delay or failure on the part of the allottee(s) to deposit the stamp duty/registration charges, any other amounts due to the promoter under this agreement including delay payment charges, if applicable and/or in execution and registration of conveyance deed of the unit and/or

For RIDHI SIDHI PRIME BUILDERS

A. K. Kulkarni

Signature of the Promoter

Partner

Signature of the Allottee(s)

- taking possession of the unit within the period mention in the letter for intimation of possession; the promoter shall have the option to terminate this agreement.
- (iv) In case of breach of any other terms & conditions of this agreement on the part of the allottee(s) and/or violation of any of the applicable laws on the part of the allottee(s); the promoter shall have the option to terminate this agreement.
 - (v) It is expressly agreed between the parties that in case of defaults under Clause 9.2 (iii) and (iv) above, on the part of the allottee(s), till the time the promoter exercises the option to terminate this agreement, it shall be entitled to (a) recover delay payment charges as per Clause 9.2 (i); (b) recover maintenance charges from the deemed date of possession; (c) recover holding/safeguarding charges @ 0.1% per month on the total price of the unit; (d) withhold registration of conveyance deed in favor of the allottee(s); and to refuse possession of the unit to the allottee(s) till the payment of amounts mentioned in Clause 9.2 (iii).
 - (vi) The rights and remedies of the promoter under all the above clauses shall be in addition to the other rights and remedies available to the promoter under applicable laws, equity and under this agreement. Further, acceptance of any payment without delay payment charges shall not be deemed to be a waiver by the promoter of its right of charging such delay payment charges or of the other rights mentioned in this agreement.
- 9.3 Upon termination of this agreement by the promoter, due to the default of the allottee(s) as per any of the conditions mentioned in Clause 9.2 hereinabove, the promoter shall intimate the allottee(s) about such termination at least thirty days in advance. After the said thirty day notice period, the promoter may terminate this agreement without requiring the consent of the allottee(s), and shall be entitled to sell the unit to any other person or otherwise deal with the unit in any manner whatsoever. Provided that upon termination of this agreement by the promoter, he shall further be entitled to forfeit the earnest amount, all/any taxes, duties, cess etc. deposited by the promoter to the concerned departments/authorities in respect of the unit, all/any penalties and delay payment charges in respect of the unit, the brokerage charges paid by the promoter in respect of the unit, as on the date of cancellation, from the amounts paid by the allottee(s) till such date and the balance amount of money paid by the allottee(s) shall be returned by the promoter to the allottee(s) without any interest, from the amounts realized from the such new allottee(s) of the same unit. The allottee(s), upon termination of this agreement, shall not have any lien, right, title, interest or claim in respect of the unit.
- 9.4 Without prejudice to the rights of the promoter under this agreement, the promoter shall be entitled to file/initiate appropriate complaint/proceedings against the allottee(s) under the act or any other law for the time being in force for default/breach of any other terms and conditions of this agreement or the provisions of the act/rules/regulations.
10. The promoter itself or through a maintenance agency of its own discretion, from the deemed completion of the project, shall provide and maintain the common areas and facilities in the project till the time of handover of the common areas and facilities to the owners' association by the promoter, and any such usage/maintenance charges shall be borne by the allottee(s), for which the allottee(s) agrees to pay one year upfront maintenance charges to the promoter in addition to the total price. Provided that for the purpose of handover of the common areas and facilities to the society, the promoter shall, at its own discretion and at any time after the deemed completion of the project, offer the same in writing to the society/owners' association and the society/owners' association shall be bound to take over the same from the promoter within one month of the date of such offer.
- 10.1 That the residents' association/society/owners' association of the allottee(s) of the apartments in the project shall be formed with the main object to take over the responsibility of maintenance/management of common area and facilities of the project and with such other object or purpose and in such manner and to such extent as the promoter and society may decide from time to time. The allottee(s) of all the apartments shall be bound to become the members of the society. The allottee(s) agrees and undertakes to abide by and comply with bylaws and rules and regulations of such society. Until the formation of the society, the promoter or the maintenance agency overlooking the maintenance of the project shall have all the rights and authorities of the society, in addition to the rights expressly mentioned herein, to enable proper maintenance of the common areas and facilities. After the formation of the society, it shall be solely responsible for the maintenance of the common area and facilities of the project.

For RIDHI SIDHI PRIME BUILDERS

AS Kulkarni

Signature of the Promoter

Partner

Signature of the Allottee(s)

- 10.2 The promoter shall transfer the interest free maintenance security deposit to the society's designated bank account after the common areas and facilities have been handed over to the society. The allottee(s) agrees that such transfer of deposit shall be done after adjusting all types of dues payable by all the allottee(s) to the promoter and it shall be the duty of the owners' association to recover any such dues from the defaulting allottee(s).
- 10.3 The allottee(s) shall not raise any objection, if any changes or modifications are made in the draft bylaws of the owners' association as may be required by the registrar of society or other competent authority. After the handover of the common area and facilities of the project to the society, it shall be the sole responsibility of the society to determine the rate and amount of all combined expenses and outgoings for the common areas and facilities of the project from time to time and recover the same proportionately from the allottee(s). The allottee(s) agrees that he shall be liable to pay all such proportionate outgoings, expenses and other dues to the society, from time to time and regularly.
- 10.4 The allottee(s) shall be bound by all the terms and conditions of bylaws and any other agreement entered into by the owners' association and any decision taken by it as per its bylaws.
- 10.5 The allottee(s) agrees that if at any time under any law/order or if the promoter/maintenance agency/owners' association may think necessary to insure the building/apartments/project, the charges towards the same shall be paid by the allottee(s) proportionately.
- 10.6 In the event of the promoter appointing a maintenance agency to provide and maintain the essential common services in the project for the first year after the completion date of the project, the allottee(s) shall be bound to enter into and execute the said maintenance agreement in the draft format agreed between the promoter and the maintenance agency and/or all other necessary documents that might be required towards the same.
- 10.7 The allottee(s) agrees that his right to use of common areas and facilities of the project shall be subject to timely payment of total maintenance charges and performance by the allottee(s) of all his obligations in respect of the terms and conditions specified under this agreement as well as the owners' association from time to time.
11. It is agreed that in case any structural defect or any other defect as per the legal provisions 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(s) from the deemed date of completion or date of issuance of occupancy certificate whichever is earlier, 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. Provided that in case any damage to the unit or the project is caused by the allottee(s) and/or any reasonable wear and tear and/or improper maintenance and undue negligence on the part of the allottee(s)/owners' association and/or any damage caused due to Force Majeure; the same shall not be covered under defect liability. Provided further that the allottee(s) understands and expressly agrees that the construction activity, in general, is heterogeneous in nature and any shortcomings inherent to such heterogeneity and including but not limited to unequal contraction or expansion due to temperature variations, nature of joints between concrete and masonry, pervious nature of concrete and plastered masonry etc. shall not be termed as structural defects or defects in workmanship or quality of construction. Both the parties agree that in an event of disagreement over the nature/cause of any defect as mentioned herein above, the same shall be referred to the architect, whose report and decision shall be final and binding. It is also expressly understood by the allottee(s) that the promoter shall provide/install all electronic or mechanical equipments/services that are ancillary to the project construction/habitability and/or amenities and facilities on a one time basis and shall pass on their respective warranties/guarantees to the allottee(s)/owners' association. The promoter shall not be held liable to rectify/replace in case of any defects/non operation of such equipments/services and that the allottee(s)/owner's association, in such cases, shall directly contact the respective vendor/company keeping the promoter indemnified.
12. 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

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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 the 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 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 20 and/or (vi) due to failure of the allottee(s) to appear before the sub-registrar for registration of this agreement as per Clause 20 and/or (vii) termination of this agreement by the promoter due to any default/delay on the part of the allottee(s).

- 12.1 The parties acknowledge that the foregoing indemnities shall survive the termination of this agreement.
- 12.2 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. The parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this agreement and therefore that, without prejudice to any and all other rights and remedies the promoter may have, the promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this agreement. The remedies set forth in this clause are cumulative and shall in no way limit any other remedy the promoter may have under law or in equity or pursuant thereto.
14. The promoter/owner's association 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 representatives of the promoter/owner's association 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.
15. The basement and service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces, common facilities 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 equipments etc. and other permitted uses as per approved plans. The allottee(s) shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the common facilities, and the same shall be reserved for use by the owner's association for rendering maintenance services.
16. The allottee(s) shall, after taking possession, be solely responsible to maintain the said apartment at his 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 condition and 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.
- 16.1 The allottee(s) further undertakes, assures and guarantees that he 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 or building therein or common areas. The allottee(s) 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 apartment or place any heavy material in the common passages or staircase of the building. The allottee(s) shall not damage in any

For RIDHI SIDHI PRIME BUILDERS

As Kulkarni

Signature of the Promoter

Partner

Signature of the Allottee(s)

- manner, the columns, beams, walls, slabs or RCC structure in the unit and shall also not remove any wall, including the outer and load wall of the apartment.
- 16.2 That all fixtures and fittings including but limited to air conditioners, coolers etc. shall be installed by the allottee(s) at places earmarked or approved by the promoter/owners' association and nowhere else. The non observance of the provisions of this clause shall entitle the promoter or the owners' association, as the case may be, to enter the unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expenses of the allottee(s).
 - 16.3 The allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/lawns/rooftop/terrace under his use.
 - 16.4 It is in the interest of the allottee(s) to help the owners' association in effectively keeping the unit and/or the project secured in all ways. For the purpose of security, the owners; association would be free to restrict and regulate the entry of visitors into the building/project.
 - 16.5 The allottee(s) shall not use the unit for any other purpose other than as set out under this agreement nor shall use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the project or for any illegal or immoral purpose.
 - 16.6 The allottee(s) shall not throw dirt, rubbish, rags, garbage, water etc. or permit the same to be thrown from the unit in the compound or any portion of the project/scheduled land and the building.
 - 16.7 The allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the unit and the building/project or lead to increase in premium payable in respect of the insurance of the building/project and/or the unit.
 - 16.8 The allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the promoter and thereafter the owner's association and/or maintenance agency appointed by the owner's association. The allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
 - 16.9 That if the allottee(s) intends to carry out the interior adaptations and interior works in the unit, he shall seek prior permission of the promoter/owners' association, which shall permit the same subject to appropriate conditions.
 - 16.10 After handing over of the said project, it shall be the responsibility of the owners' association for obtaining/renewal of insurance for the project and pay insurance premiums.
 - 16.11 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 unit/building/project shall be applicable to and enforceable against any and all occupants, tenants, licenses and/or subsequent allottee(s)/assignees/nominees/endorsers/family members of the allottee(s), as the said obligations go along the unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licensees and/or subsequent allottee(s)/assignees/nominees/endorsers/family members of the allottee(s) in the unit is permissive or hostile.
 - 16.12 The promoter has made provisions for separate overhead and underground water tank for storage of water as per the requirement assessed by the architect. The allottee(s) shall bear the proportionate charges for potable water procured from municipality, Bisalpur line, water works department and/or from any outside vendor in case of any shortfall.
 - 16.13 The promoter has also made provision of a septic tank for removal of waste water from the project. The allottee(s) shall bear the proportionate cost of connecting the project to the sewerage network as and when it is developed by the competent authorities. Till such time, the proportionate cost for removal of waste water by any third party shall be borne by the allottee(s).
 - 16.14 The promoter shall have exclusive right over the parapet walls and all outer walls of the building and/or project including all elevation features and shall always be entitled to use the same in any manner without the hindrance of the allottee(s)/owner's association. The promoter shall, further, be exclusively entitled to install signage, hoardings, advertisements and/or perform any kind of branding activities for any of its project(s) at any suitable place in the project and the allottee(s)/owner's association shall not have any objection to it.
 - 16.15 If the allottee(s) wishes to assign the booking/allotment in favor of another person, the transfer will be allowed only after an additional payment of 5% of the total price of the unit. Such transfer shall be done only after receipt of at least 90% of the total price of the unit by the promoter. The allottee(s) shall be solely responsible for all the cost and expenses, including, income tax, stamp

Signature of the Promoter

Partner

Signature of the Allottee(s)

- duty and registration charges etc. in case of such transfer.
- 16.16 The allottee(s) shall neither use the unit for any purposes other than as approved by the competent authority and nor shall use the same for any other purpose which may or is likely to cause nuisance or annoyance to others or for any illegal or immoral purpose.
 - 16.17 In all the matters not hereby specifically provided, the decision of the promoter shall be final and binding upon the allottee(s)/owners' association if there arises any dispute amongst various space owners with respect to any matter relating to the use of common amenities, services and facilities in the said building/project or generally in relation to the matters of upkeep and maintenance of the building/project.
 - 17 The parties are entering into this agreement for the allotment of the unit with the full knowledge of all laws, rules, regulations, notifications applicable to the project.
 - 18 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 has been approved by the competent authorities and disclosed, except for as provided in the act or subsequent sanctions accorded by the competent authority.
 - 19 Without affecting the rights and interest of the allottee(s) in respect of the unit under this agreement, in case the promoter raises finance, loan from any financial institution/bank by way of mortgage/charge securitization of receivables or in any other mode or manner by charge/mortgage of the said project, such mortgage shall be subject to the condition that the rights and interest of the allottee(s) in respect of the unit under this agreement shall not be affected and the allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the unit and the unit shall be free from all encumbrances at the time of registration of the conveyance deed of the unit. For the purpose of the same, the promoter shall provide NOCs etc. as may be required by the allottee(s).
 - 20 Forwarding this agreement to the allottee(s) by the promoter does not create a binding obligation on the part of the promoter or the allottee(s) until, firstly, the allottee(s) signs and delivers this agreement with all the schedules along with the payments due as stipulated in this agreement within thirty days from the date of receipt by the allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar, Jaipur 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 may be cancelled, at the sole discretion of the promoter and the promoter may be entitled to forfeit the earnest amount as deposited till the date of cancellation.
 - 21 This agreement, along with its schedules and annexures, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, MoU, correspondences, arrangements, whether written or oral, if any, between the parties in regard to the said unit.
 - 22 This agreement may only be amended through written consent of the parties.
 - 23 It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said unit and the project shall equally be applicable to and enforceable against and by any subsequent allottee of the unit, in case of a transfer, as the said obligations go along with the unit for all intents and purposes.
 - 24 The promoter may, at its sole option and discretion, without prejudice to its rights as said out in this agreement, waive the breach by the allottee(s) in not making payments as per the payment plan mentioned in this agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the allottee(s) that exercise of discretion by the promoter in the

For RIDHI SIDHI PRIME BUILDERS

As K...

Signature of the Promoter

Partner

Signature of the Allottee(s)

- case of one allottee(s) shall not be construed to be a precedent and/or binding on the promoter to exercise such discretion in the case of other allottee(s).
- 24.1 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. Provided that any waiver, as given by the promoter, may be revoked at the sole discretion of the promoter, if the allottee(s) commits any subsequent and/or repeated defaults. Accordingly, any waiver given by any party shall be in written form.
- 25 If any provision of this agreement shall be determined to be void or unenforceable under the act or the rules and regulations made thereunder or under other applicable laws, such provisions of the agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to the act or the rules and regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.
- 26 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 in the proportion which the built up area of the apartment bears to the total built up area of all the apartments in the project or on the basis of any other standard that shall be adopted uniformly amongst all other allottee(s).
- 27 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.
- 28 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, as decided by the promoter. After the agreement is duly executed by the allottee(s) and the promoter or simultaneously with the execution, the said agreement shall be registered at the office of the Sub-Registrar at Jaipur. Hence this Agreement shall be deemed to have been executed at Jaipur.
29. All the notices to be served on the allottee(s) and the promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the allottee(s) or the promoter either by registered AD post or speed post at their respective addresses specified below –

M/s Ridhi Sidhi Prime Builders	_____ (Allottee(s) name)
Address _____	Address _____
E-mail: _____	E-mail: _____

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 postal address and e-mail 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. Provided that the allottee(s) agrees to receive the promoter's requests for payments as per the payment plan through e-mail. Such e-mail sent on the e-mail address mentioned above shall be a duly served notice/intimation and the allottee(s) shall be bound to act upon it within the time and manner specified therein.

30. That in case there are joint allottee(s), all communications shall be sent by the promoter to the allottee whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all the allottee(s).

For RIDHI SIDHI PRIME BUILDERS

A. J. Kishore

Signature of the Promoter

Partner

Signature of the Allottee(s)

31. Any application, letter, allotment letter or any other document signed by the allottee(s), in respect of the apartment prior to the execution and registration of the agreement for sale for such apartment shall not be construed to limit the rights and interests of the allottee(s) or the promoter under the agreement for sale, under the act, the rules or the regulations made thereunder.
32. 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.
33. 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 shall be referred to the decision of a sole arbitrator in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof for the time being in force & that the seat of arbitration shall be at Jaipur. On failure of all measures mentioned herein before, the dispute shall be settled in the manner as provided under the act.

For RIDHI SIDHI PRIME BUILDERS

Ashwini

Partner

Signature of the Promoter

Signature of the Allottee(s)

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this agreement for sale with their free consent at Jaipur in the presence of attesting witness, signing as such on the day first above written.

Signed and delivered by the within named allottee(s) in the presence of witnesses on _____.

Passport size photograph 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
Name
Signature
Designation

WITNESSES
(1) Signature
Name
Address
(2) Signature
Name
Address

For RIDHI SIDHI PRIME BUILDERS

Aswini

Partner

Signature of the Promoter

Signature of the Allottee(s)

Schedule – A
(Description of Scheduled Land)

1. Land admeasuring 3307.32 square meters and situated at Plot – GH – 52, Karni Kripa Villas, Village Kanakpura, Tehsil Jaipur, Jaipur, Rajasthan.
2. The piece and parcel of the plot of land in site is bounded on the –
In North – Other's land
In South – 18.00 meter wide road
In East – Other's land
In West – Other's land
3. Latitude/Longitude of the end points of the project –
In North-West – 26 54' 20" N / 75 42' 08.9" E
In North-East – 26 54' 20.6" N / 75 43' 11.2" E
In South-East – 26 54' 18.4" N / 75 43' 10.3" E
In South-West – 26 54' 18.2" N / 75 42' 08.7" E
4. Location Map –

Schedule – B
(Description of the Unit)

1. Unit/Apartment No. - _____
2. Floor - _____
3. Type - _____
4. Carpet Area - _____ square feet
5. Exclusive Balcony Area - _____ square feet
6. CLSS Carpet Area - _____ square meters
7. Built up Area - _____ square feet
8. Super Built up Area - _____ square feet

Note –

- a) The allottee(s) shall be entitled to the exclusive use of parking for parking a medium sized car/two wheeler. However, exact parking number will be earmarked at the time of possession of the unit.
- b) Prior to the enactment of the Real Estate (Regulation & Development) Act, immovable properties were generally sold on the basis of Super Built up Area. It is now very difficult for the allottee(s) to compare the units sold on Super Built up Area (SBUA) and the units being sold on Carpet Area basis. Therefore, for the purpose of making it easier to compare with the properties sold before the applicability of the Real Estate (Regulation & Development) Act, Super Built up Area has been provided. Super Built up Area has no commercial bearing. The total price of the unit is dependent on the Carpet Area and is not dependent on Super Built up Area of the unit.

For RIDHI SIDHI PRIME BUILDERS

As Kulkarni

Partner

Signature of the Promoter

Signature of the Allottee(s)

Schedule – C
(Total Price of the Unit)

<u>Sr. No.</u>	<u>Payment towards</u>	<u>Amount (INR)</u>
1.	Basic Sale Price of the Unit	
2.	Preferential Location Charges	
3.	Gas Bank Development Charges and AC Copper Piping Charges	
4.	Club Development Charges	
5.	Electrification Charges	
6.	Other Charges	
<u>Total Price of the Unit</u>		

Total price of the unit is Rs. _____, (In words Rupees _____ only)

Note –

- a) In addition to the total price, the allottee(s) agrees to pay –
- i. One year upfront maintenance charges @ Rs. _____ (In Words Rupees _____ only) per square feet of Built up Area. (GST shall be charged extra.)
 - ii. Interest free maintenance security deposit @ Rs. _____ (In Words Rupees _____ only) per square feet of Built up Area. (GST shall be charged extra.)
 - iii. All taxes and cesses, including but not limited to Value Added Tax, Service Tax/GST and cess or any similar or other taxes which may be levied by any competent authority/state and/or central government on the purchase of the unit.
 - iv. Stamp duty, registration charges, legal charges such as advocate fees etc. or any other charges applicable at the time of registration of this agreement and sale deed of the unit, society registration fees, society membership fees, charges towards government water supply such as Bisalpur etc., charges for electricity connection payable to JVVNL, charges for gas connection and proportionate charges for any additional capital goods and/or infrastructure development, except for the amenities/facilities/proposed development that have already been mentioned herein, and may be required to be installed/developed during the timeline of project construction or at any time in future hereafter, in accordance with any government norms or for the common use and enjoyment of all the allottees along with all/any taxes and cesses levied on all such charges/fees etc.

For RIDHI SIDHI PRIME BUILDERS

As Kaler

Partner

Signature of the Promoter

Signature of the Allottee(s)

Schedule – D
(Payment Schedule)

Stage of Development	Percentage of the Total Price
Earnest Amount at the time of booking	
On starting of Foundation work	
On casting of Basement Floor slab	
On casting of Ground Floor slab	
On casting of First Floor slab	
On casting of Third Floor slab	
On casting of Fifth Floor slab	
On casting of Seventh Floor slab	
On casting of Ninth Floor slab	
On completion of brickwork within the unit	
On completion of flooring work within the unit	
On completion of paint work within the unit	
On intimation of possession	

Note –

- a) All amounts payable by the allottee(s) to the promoter as per the above payment plan shall be paid within 7 days of the demand being raised by the promoter.
- b) Amount reflected above is exclusive of Service Tax/VAT/GST, interest, delay payment charges and all other charges as specified in note (a) under Schedule – C.
- c) The payment plan can vary as per the mutual discussion between the parties.

Schedule – E
(Details of Common Areas, Facilities and Amenities in the project)

1. Such corridors, paths, common terraces not earmarked as limited common area and facilities, passages, staircases, water closet and other water and electrical arrangements etc. as set apart by the promoter for common use.
2. Drainage and sewerage water mains, manholes etc.
4. All electrical wiring, cable, panels, meters & fittings excluding only those as are installed with the exclusive area of any apartment and/or exclusively reserved for any specific apartment.
5. Water pipes and other common plumbing installations from submersible pump to the underground and over head water tanks & from over head water tanks to the common toilets and common water connections.
6. Submersible pump or pumps with control panel.
7. Lights and electric fittings installed for common purposes.
8. Common toilets.
9. Services & Amenities reserved by the promoter for common use such as swimming pool and spa consisting of steam bath, sauna, massage room and jacuzzi.
10. Lifts, D.G. Set, transformer, RMU and other capital goods & electrical equipments.
11. Fire Fighting Equipments and Pipes.
12. LPG Distribution & Supply System.
13. Security guard room and boundary walls.
14. Telephone lines and cable TV lines.
15. Any other services/amenities/arrangements/infrastructure or capital goods etc. made or installed in future, for the common benefits of the allottee(s) of the Building.

for **RIDHI SIDHI PRIME BUILDERS**

A. Kulkarni

Partner

Signature of the Promoter

Signature of the Allottee(s)

Schedule – F
(Plan of development works to be undertaken)

The promoter has conceived a detail plan of following development works to be developed in the project –

1. Fire-fighting Facilities – Fire-fighting equipments/facilities will be provided in the project as per the NBC guidelines.
2. Water Supply – The Government of Rajasthan has made a policy for supply of water in multi-storey buildings. As and when it is implemented, the owners' association of the project will take water connection. Till such time, underground water will be used for drinking and other purposes. Underground and overhead water tanks have been provided for adequate storage.
3. Emergency Evacuation Services – It will be provided in the project as per the appropriate width according to NBC guidelines.
4. Electrical Supply – RMU, Transformer, DG set for power backup in common areas and electric panel has been installed in the project. Electricity will be supplied by JVVNL.
5. Gas Bank – Pipe layout and gas bank shall be provided. It has been proposed to engage an external agency for providing individual gas connection to all units which shall be charged on a per cubic meter basis by the agency.
6. Rain Water Harvesting – Water from all the open areas including terrace shall be collected through designed storm water drainage system, which shall recharge the ground water as per norms.

Schedule – G
(Salient features of the project)

The salient features of the project include –

1. Earthquake resistant RCC frame structure
2. Fire-fighting system and emergency exit provision through an extra staircase
3. DTH provision for Satellite TV
4. Rainwater harvesting system
5. Automatic elevators
6. Centralized gas bank facility

Schedule – H
(Specification of materials to be used)

All standard make products (easily available) shall be used in construction.

Schedule – I
(Stage wise time schedule for completion of the project subject to force majeure)

Sr. No.	Stage	Date by which the works are to be completed	Details of the work to be completed
1.	Completion of structure of the building		Foundation and RCC structure of the building
2.	Completion of internal and external development works		Brickwork, Internal & External Plaster, Tiles work, POP work, Door shutters and window fixing, Electrical wiring and fittings, Internal & External paint work, Fire-fighting, Lift installation.
3.	Finishing		Final finishing and hand over.

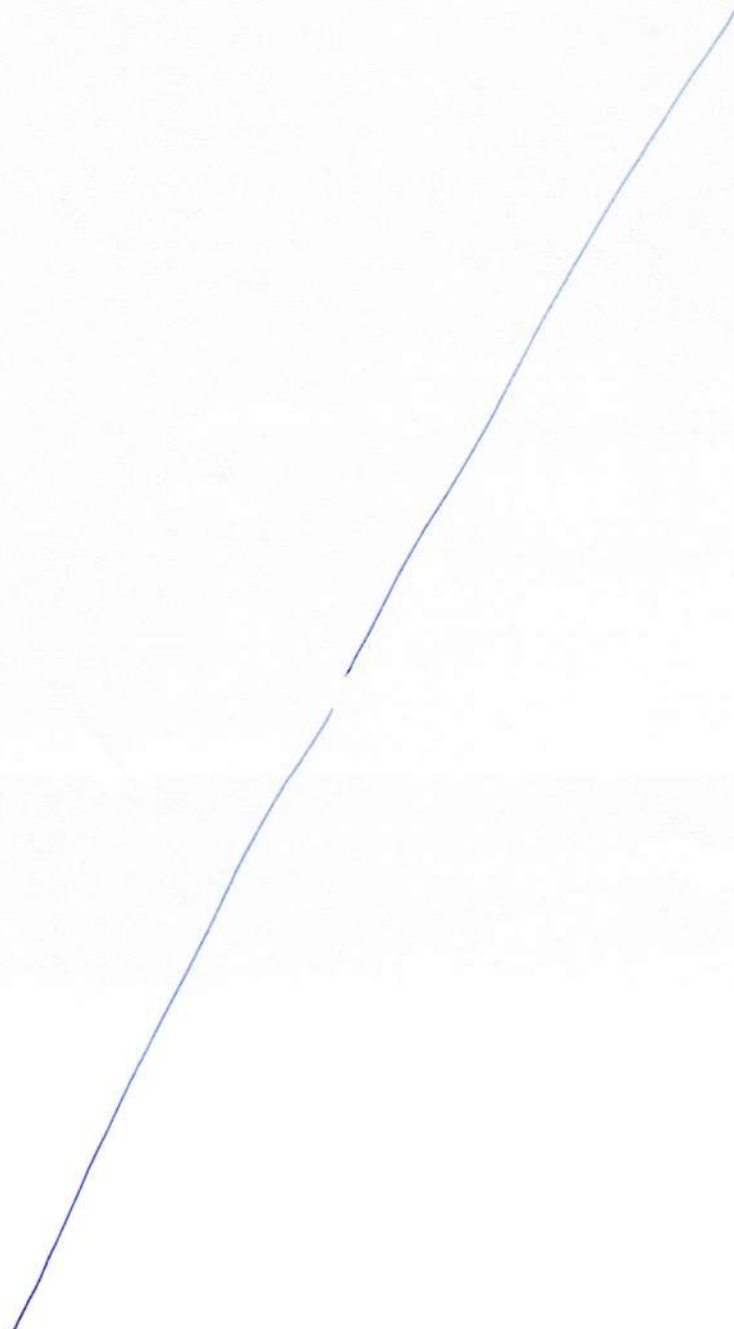
For RIDHI SIDHI PRIME BUILDERS
As per

Signature of the Promoter

Partner

Signature of the Allottee(s)

Annexure – I
(Plan of the apartment)



For RIDHI SIDHI PRIME BUILDERS

AS

Partner

Signature of the Promoter

Signature of the Allottee(s)