



BS 075160



Affidavit

I, **Amit Kotecha**, Son of Fatch Chand Kotecha aged 43 Years R/o Borawar, Makrana Nagaur Rajasthan-341502, duly authorized by **Ridhi Sidhi Prime Realty LLP** do hereby solemnly declare, undertake and state as under:

1. That I have applied for registration of the project "**Royal Eternia**" Situated at Khasra No.-213/4, Village-Kanakpura, Jaipur (Raj.) 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 draft Agreement for Sale attached with our aforesaid application is based on model draft given as Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft agreement for Sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made there under.

For RIDHI SIDHI PRIME REALTY LLP

As per

Designated Partner



ATTESTED

NOTARY PUBLIC
GOVT. OF INDIA
JAIPUR (INDIA)

2 DEC 2023

रजि. नं. 2072 दिनांक 1-12-2023
 मुद्राक. नं. 12/12/2023
 नाम. श्री. श्री. साईम प्रियवती लल. लल. प्री.
 पिता का नाम श्री. श्री. किशोर प्रसाद गारुज
 निवासी विकास नगर, किशोर गारुज
 वास्ते हाथल फा

एलान विज्ञापक
 प्रकाश
 स्थान विज्ञापक
 लाईसेंस नं. 51/2015-16
 मानसरोवर, जयपुर

राजस्थान स्थान विज्ञापन, 1997 के अन्तर्गत विज्ञापन संहिता का प्रावधान है	
1. आवेदनपत्र जमा करने का शुल्क (आर. 3-ब) 10% रुपये	5
2. नि. 10-ब के अनुसार नि. 10-ब के अनुसार 10% रुपये	5
3. नि. 10-ब के अनुसार नि. 10-ब के अनुसार 10% रुपये	5
कुल योग	15
एलान नं. 51/2015-16	



RAJASTHAN
 DEPARTMENT OF PUBLIC RELATIONS
 JAYPUR

4. That in case any condition in the Agreement to sell in contravention with the Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate Regulation and Development Rules, 2017, then in that case provision of the Act and Rules shall prevail.
5. That if any contradiction arises in the future the promoter will be responsible for it.

For RIDHI SIDHI PRIME REALTY LLP

AS Kishor

Deponent

Designated Partner

Verification

I, Amit Kotecha, Son of Fateh Chand Kotecha aged 43 Years R/o Borawar, Makrana Nagaur Rajasthan-341502 do hereby verify that the contents in para No.1 to 5 of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at **Jaipur** on this 24th day of **November 2023**.

For RIDHI SIDHI PRIME REALTY LLP

AS Kishor

Deponent

Designated Partner



ATTESTED

[Signature]
NOTARY PUBLIC
GOVT. OF INDIA
JAIPUR INDIA

- 2 DEC 2023

Agreement for Sale

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

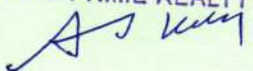
Affix color
photograph of
the Allottee(s)
with signatures
across the
photograph

This Agreement for Sale, hereinafter referred to as 'Agreement', is executed on this _____ day
of _____ Two Thousand and _____ at _____

by and between

M/s Ridhi Sidhi Prime Realty LLP [LLPIN – AAO - 1707], a limited liability partnership firm,
duly registered and incorporated under the Limited Liability Partnership Act, 2008, having its
registered offices at 81 - 82, Gyan Vihar Colony, Nirman Nagar, Jaipur, Rajasthan – 302019, its PAN
being AAZFR1697P, represented by its authorized signatory _____ S/o
_____ R/o _____, [Aadhar - _____] duly authorized
vide board resolution dated _____, hereinafter referred to as the 'Promoter' [which expression

For RIDHI SIDHI PRIME REALTY LLP



Designated Partner

shall, unless repugnant to the context or meaning thereof be deemed to mean and include its legal successors, administrators, executors and permitted assignees;

and

[if the allottee is an individual]

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 the said Allottee(s), their legal successors, administrators, executors and permitted assignees;

or

[if the allottee is a partnership firm]

M/s _____, a partnership firm duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principal place of business at _____ [PAN - _____] through the partner Mr./Ms. _____ [Aadhar - _____] duly authorized vide authority letter dated _____ passed and signed by all the partners constituting the firm, [copy enclosed] hereinafter referred to as the 'Allottee(s)' [which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee(s), its legal successors, administrators, executors and permitted assignees including those of the respective partners;

or

[if the allottee is a company]

M/s _____ [CIN - _____], a company incorporated under the provisions of the Companies Act, 1956/2013 having its registered office at _____ and its PAN being _____ through Mr. _____ [Aadhar - _____], its authorized signatory who has been duly empowered vide Board Resolution dated _____ hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit, hereinafter referred to as the 'Allottee(s)', which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee(s), their legal successors, administrators, executors and permitted assignees;

or

[if the allottee is HUF]

Mr./Ms. _____ [Aadhar - _____] son/daughter/wife of _____ aged about _____ years for self and as the Karta of the HUF, having its place of business/residence at _____ [PAN - _____] hereinafter referred to as the 'Allottee(s)', which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee(s), him and each of the members constituting the HUF, their heirs, administrators, executors, successors and permitted assignees;

or

[if the allottee is the LLP]

M/s _____ LLP (LLPIN: _____) a limited liability partnership firm, duly registered and incorporated under the Limited Liability Partnership Act 2008, having its registered office at _____ having its PAN _____ represented by its authorized signatory Sh. _____ (Aadhar - _____) hereinafter referred to as the 'Allottee(s)' (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.

[Details of other allottees to be inserted, in case of more than one allottee]

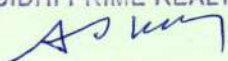
The Promoter and the Allottee(s) shall hereinafter be collectively referred to as 'Parties' and individually as 'Party'.

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

For RIDHI SIDHI PRIME REALTY LLP



Designated Partner

- independently and exclusively occupied for residential purposes, having one or more direct exit to a common area and having a separate number and identity.
- c) 'Approved Plans' shall mean and include the layouts and plans of the Project duly approved and sanctioned by the competent authority and shall include any/all variations/amendments/changes approved by the competent authority and/or made therein by the Promoter and/or the Architect in accordance with the applicable laws.
 - d) 'Architect' shall refer to such person(s) or firm(s) or company, whom the Promoter may appoint, from time to time, as the architect for the said Project.
 - e) 'Authority' shall mean the Real Estate Regulatory Authority.
 - f) 'Built-up Area' means the sum of area of the apartment. It shall include area encompassed within the walls of the apartment, all balconies, whether covered or uncovered as well as the thickness of the external and internal walls. If there be a common wall, only fifty percent of the thickness of such wall shall be taken into consideration for calculating the Built-up Area.
 - g) 'Carpet Area' shall mean the net usable floor area of the Apartment including the area covered by the internal partition walls of the Apartment but shall exclude the area covered by the external walls, areas under the service shafts, Exclusive Balcony Area and Exclusive Open Terrace Area.
 - h) 'Common Areas and Facilities' shall mean the common portions, spaces, all/any recreational facilities, equipment, services and all other facilities as are available and meant for the common use and enjoyment of all the allottees in the Project and which have been 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 or installments. Such charges shall be calculated along with the interest and shall include all applicable taxes.
 - j) 'Earnest Amount' shall mean 10% of the Price of the Unit. The earnest amount, also herein referred to as the booking amount, can be paid by the Allottee(s) in installments, as per the discretion of the Promoter.
 - k) 'Exclusive Balcony Area' shall mean the area of the balcony or verandah or terrace which is appurtenant to the net usable floor area of the Apartment, meant for the exclusive use of the Allottee(s).
 - l) 'Exclusive Open Terrace Area' shall mean such area of open terrace which has been specifically earmarked by the Promoter for the exclusive use of the allottee(s) of certain apartment(s) only and shall comprise of - (i) the area of open terrace appurtenant to the said apartment and located on the same floor; and/or (ii) the area of open terrace appurtenant to the said apartment and located over and above some such apartments situated on the fourteenth floor in the Project.
 - m) 'Interest' means the interest payable at the rate specified in Rule 17 of the Rules.
 - n) 'Limited Common Areas and Facilities' refers to such Common Areas and Facilities which are designated in writing by the Promoter as being reserved for use of certain apartment(s) or allottee(s) to the exclusion of all the other apartments/allottees.
 - o) 'Maintenance Society' or 'Resident's Welfare Association (RWA)' or 'Society' shall refer to the society, association or body, by whatever name called, formed/to be formed under the relevant applicable laws for the management or maintenance of the Common Areas and Facilities in the Project and to handle all incidental matters thereto.
 - p) 'Facility Maintenance Agency (FMA)' shall mean a company, firm, association or body or such other person(s) as may be appointed by the Promoter or the RWA for the purpose of maintenance of the Project.
 - q) 'Para' or 'Clause' shall mean a para or clause of this Agreement.
 - r) 'Project' shall mean and refer to the residential project consisting of the building comprised of 2 Basements Floors (Lower Basement Floor + Upper Basement Floor) + Ground Floor + 14 Floors and shall include all parking facilities, Common Areas and Facilities, Limited Common Areas and Facilities, open areas along with all that is constructed and there about developed and lying on the Project Land and named as 'Royal Eternia'.
 - s) 'Project Land' shall mean and refer to all land situated at Khasra bearing number 213/4 at Village Kanakpura, Jaipur, Rajasthan, admeasuring about 4085.00 square meters and which

For RIDHI SIDHI PRIME REALTY LLP

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Designated Partner

- has been more particularly described in Schedule - A attached hereto
- t) 'Regulation' shall mean the regulations made under the Act.
 - u) 'Rules' shall mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
 - v) 'Schedule' shall mean the schedules attached to this Agreement.
 - w) '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 Project Land situated at Khasra bearing number 213/4 at Village Kanakpura, Jaipur, Rajasthan, admeasuring about 4085.00 square meters and which has been more particularly described in Schedule - A attached hereto.
- B. The Promoter has a legal and transferrable title to the Project Land with legally valid documents and is the lawful owner of the Project Land. The Project Land was allotted to M/s Ridhi Sidhi Prime Realty LLP having registered office at 81-82, Gyan Vihar Colony, Nirman Nagar, Jaipur through Partner Mr. Amit Kotecha, S/o Shri Fateh Chand Kotecha, aged about 43 years, by Jaipur Development Authority (JDA), Jaipur vide lease deed/patta vilekh bearing number 7367 on 03.07.2023 and which has been duly registered in the office of Sub - Registrar, Jaipur - I on 04.07.2023 at Book - 1, Volume - 1451, Page - 195, Serial - 202303015112555 and an additional copy is pasted in Book - 1, Volume - 5801, Pages - 408 to 419.
- C. The said land is earmarked for the purpose of development of residential project comprising of 1 (one) multistoried apartment building and shall include all apartments, parking facilities, Common Areas and Facilities, Limited Common Areas and Facilities, open areas along with all that is constructed and there about developed and lying on the Project Land and named as 'Royal Eternia'.
- 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 Project Land on which the Project is to be constructed have been completed.
- E. The Jaipur Development Authority (JDA) has granted the commencement certificate to develop the project vide its approval number ज.वि.प्रा./अति.मु.न.नि./बी.पी.सी. (बीपी) /2023/डी-1105 dated 04.10.2023.
- F. The Project Land is free from all encumbrances.
- G. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as 'Royal Eternia' after getting necessary permissions/approvals from the concerned competent authorities and which inter-alia comprises of apartments and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on the Project Land. The location details of the Project are fully described in the Schedule - A.
- H. The Project has been registered with the Rajasthan Real Estate Regulatory Authority on _____ and the Project Registration Certificate Number is _____. This registration is valid for a period of _____ years commencing from _____ and ending on _____ unless extended by the Authority. The details of the Promoter and the Project are also available on the website [www.rera.rajasthan.gov.in] of the Authority.
- I. The layout plan/site plan of the Project has been sanctioned by the Jaipur Development Authority (JDA), Jaipur vide its letter bearing number ज.वि.प्रा./अति.मु.न.नि./बी.पी.सी. (बीपी) /2023/डी-1105 dated 04.10.2023.
- J. Approval of specifications of the Project and permission of building construction for 2 Basement Floors (Lower Basement Floor + Upper Basement Floor) + Ground Floor + 12 Floors under the relevant legal provisions has been accorded vide letter bearing number ज.वि.प्रा./अति.मु.न.नि./बी.पी.सी. (बीपी) /2023/डी-1105 on 04.10.2023 by the Jaipur Development Authority (JDA), Jaipur. However, the promoter is in the process of obtaining construction

For RIDHI SIDHI PRIME REALTY LLP

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Designated Partner

- permission for 2 additional floors over and above the twelfth floor and hence, has proposed for building construction for 2 Basement Floors (Lower Basement Floor + Upper Basement Floor) + Ground Floor + 14 Floors for the Project and thus, shall be entitled to construct and develop the Project according to this revised permission, as and when granted by the competent authority.
- K. The layout plan of the said Apartment has been depicted in the Schedule - J attached herewith.
- L. The details of the plan of development works to be executed in the Project and the proposed facilities to be provided have been described in Schedule - F attached hereto.
- M. The details of salient features of the Project have been provided in Schedule - G attached hereto.
- N. The details of other external development works to be taken for the Project are described in Schedule - F attached hereto.
- O. The details of specifications of materials to be used in construction of the Project have been described in Schedule - H attached hereto.
- P. The stage wise time schedule of completion of the Project including the provisions of civic infrastructure like water, electricity, sanitation and other development works is specifically mentioned in Schedule - I.
- Q. Environment Clearance from the department concerned has been obtained for the Project.
- R. The Promoter has opened a separate bank account in DCM, Ajmer Road Branch of AU Small Finance Bank for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section (4) of the Act.
- S. There are different kinds of apartments conceptualized in the said Project which may not be the same as sample Apartment. The Promoter has well represented that the sample Apartment is for representational purposes only and has only been created to give a look and feel of an apartment in the said Project. Further, the Allottee(s) agrees that the representations made in the Project brochures, advertisements, 3D views, pictures, walkthroughs and all/any such other marketing materials are purely for illustrative and information purposes and that they do not represent the actual views. The actual finished offerings including but not limited to the colour scheme of the Project might vary from these representations and the Allottee(s) has been made well aware of the same and has no objection therein.
- T. The Promoter, further, has made full and complete disclosure of the title of the Project Land along with all the encumbrances on it till date as well as its interest and/or right to construct the said project to the Allottee(s).
- U. The Allottee(s) has inspected all documents related to the title, construction permission, approvals with respect to the Project along with the plans, designs, specifications and location details of the said Project as well as the said Apartment along with such other documents as are specified under the Act, Rules and Regulations including the draft of sale agreement and sale deed/conveyance deed and only after his/her complete satisfaction with respect to all such documents, has decided to purchase the said Apartment and to enter into this Agreement. The Allottee(s) has also understood all limitations and obligations of the Promoter in respect thereof.
- V. The Allottee(s), being aware of the Project and about the details of the Project given herein and after perusal of all relevant documents and his own satisfaction, applied for allotment and to purchase the said Apartment in the Project vide application dated _____. The Allottee(s) has also deposited Rs. _____/- (Rupees _____ only) through cheque - _____ dated _____ drawn at _____ Bank as an advance payment/installment towards the earnest amount including the application fees [not being more than 10% of the Price of the Unit as provided in sub-section (1) of section (13)] and agrees to make timely and complete payments of the remaining Price of the Unit as well as other dues/charges under this Agreement as per terms and conditions of this Agreement. The earnest amount in this Agreement shall also be referred to as the booking amount and shall mean 10% of the Price of the Unit.
- W. On application, as aforesaid, the Allottee(s) has been allotted the Apartment bearing number _____ located on the _____ floor in the Project having a Carpet Area of _____ square feet & Exclusive Balcony Area of _____ square feet along with the proportionate share in the Common Areas and Facilities of the Project and the undivided proportionate share in the Project Land in accordance with the applicable laws, hereinafter referred to as the 'Apartment/Flat/Unit', more particularly described in Schedule - B attached herewith and the layout plan of which is depicted in Schedule - J attached herewith.

For RIDHI SIDHI PRIME REALTY LLP

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Designated Partner

- X. 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 and also understands the limitations and obligations of the Promoter with respect to it. Further, the Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- Y. The assurances/representations made by the Promoter are embodied in this Agreement and no other assurances/representations/obligations in respect of the said Apartment or the 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.
- Z. 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 said Apartment.

NOW, THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON THE FOLLOWING MAIN 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/Unit described in Schedule – B attached herewith.
- 1.2 The Total Price for the Apartment/Unit based on the carpet area is Rs. _____ (In words Rupees _____ only) 'Total Price' (Give break-up and description):

Block/Building/Tower No. - _____ Apartment No.- _____ Type - _____ Floor - _____	Rate of Apartment per square feet*
Total Price (in Rupees)	_____

* Provide break-up of the amounts such as cost of Apartment/Unit, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges as per Terms No. 11 etc., if/as applicable.

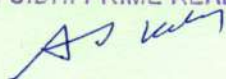
and (if/as applicable)

Garage/ covered parking -1	Price for 1 (in Rupees)
Garage/ covered parking -2	Price for 2 (in Rupees)
Total price (in Rupees)	_____

Explanation:

- (i) The Total Price above includes the booking amounts of Rs. _____ (Rupees _____ only) paid by the Allottee(s) to the Promoter towards the Apartment/Unit as mentioned in Para 'W'.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax and Cess 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/Unit to the Allottee(s) and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:
Provided that in case there is any change/ modification in the taxes, the subsequent amount

For RIDHI SIDHI PRIME REALTY LLP



Designated Partner

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(s);

- (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/Unit includes price of land, construction of, not only the Apartment/Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment/Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit/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 any competent or relevant 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(s).

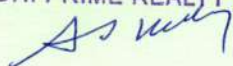
- 1.4 As mentioned in Para 'V' above, the Promoter has already received an advance/booking amount from the Allottee(s), a sum of Rs. _____/- (Rupees _____ only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the Total Price of Rs. _____ and 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 Rupees	Period within which the installment amount is to be paid by the Allottee(s)

- 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 @ ____ % 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 approved plans and specifications of the project, except 2 (two) additional floors over and above the Twelfth Floor along with the necessary approved construction as indicated in Recital (J) above and/or as approved by the relevant competent authority in future; to which the Allottee(s) agrees irrevocably. The promoter shall not make any additions and alterations in the sanctioned plans,

For RIDHI SIDHI PRIME REALTY LLP



Designated Partner

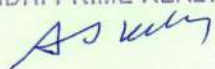
layout plans and specifications and the nature of fixtures, fittings and amenities with respect to the unit without the previous written consent of the Allottee(s) as per the provisions of the act, and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered 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 delivery of the letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

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

Provided further that the promoter and/or the architect may make such additions or alterations as they may deem fit for the betterment of the unit/project or due to any practical constraints faced during the course of project construction and the Allottee(s) hereby gives his irrevocable consent for any such required revision, alterations/modification or additions in the approved plans and specifications of the project/unit as required under Section 14 of the act and thus, will not raise any dispute/demand/claim with respect to it in future.

- 1.7 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. 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 Clause 9.3, the Promoter agrees and acknowledges that upon the execution of the conveyance deed of the Apartment, the Allottee(s) shall have the right to the Apartment as mentioned below –
- (i) The Allottee(s) shall have exclusive ownership of the Apartment.
 - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the Common Areas and Facilities as per the applicable laws in this regard. Since the share/interest of Allottee(s) in the Common Areas and Facilities is indivisible and cannot be divided or separated, the Allottee(s) shall use the Common Areas and Facilities, along with other occupants, maintenance staff and authorized persons without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas and Facilities to the Maintenance Society upon completion of the Project.
 - (iii) The Allottee(s) has the right to visit the Project site to assess the extent of development of the said Project and his Apartment/Unit. However, the Promoter discourages such kind of visit by the Allottee(s) and his/her family members owing to the risks involved at the Project construction site. If at all the Allottee(s) decides to visit the site, he/she shall only do so after intimating the Promoter or his Project 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/or his accompanying persons while visiting the Project site. Further, the Promoter strictly prohibits the visit of children at the Project site.
- 1.9 It is made clear by the Promoter and the Allottee(s) agrees that the Apartment along with _____ Car parking space at _____ Floor 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(s). 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

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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.

- 1.11 The Allottee(s) has paid a sum of Rs. _____ /- (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment/Unit at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Apartment/Unit as prescribed in the payment plan 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).

- 1.12 It is hereby agreed between the Parties that apart from the Total Price mentioned herein, the Allottee(s) shall solely and exclusively bear and pay the 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 Apartment, society registration fees, society membership fees, charges for electricity connection payable to JVVNL, charges and security for piped gas connection as well as the proportionate charges for any additional capital goods and/or infrastructure development (except for the amenities/facilities/proposed development that have already been mentioned herein) which may be required to be installed/developed during the timeline of Project construction or at any time in future hereafter, including but not limited to those pertaining to sewerage system connectivity to the Project, piped gas connection such as Torrent Gas etc. to the Project or other such infrastructure development in accordance with any government norms for the common use and enjoyment of all the allottees along with all/any applicable taxes and cesses.

- 1.13 It is hereby agreed between the Parties that the Promoter shall hand over the possession of the said Apartment/Unit to the Allottee(s) only after receiving the complete Price of the unit along with all applicable taxes, charges and dues payable to the Promoter as per this Agreement and the subsequent execution of the sale deed and all/any documents deemed necessary by the Promoter with respect to the same. Further, the date on which the Promoter, makes apartment(s)/unit(s) available for taking up possession by way of first written intimation to any/all Allottee(s) or on the date when possession of the said Apartment/Unit has been demanded by the Allottee(s) or 1 (one) month from such date when the Promoter herein delivers the possession of any apartment/unit in the Project to its respective Allottee(s) by way of a registered conveyance deed, whichever is earlier, shall hereinafter be referred as 'Date of Offer of Possession'.

- 1.14 The Allottee(s) understands that the Project comprises of open and covered parking spaces. For day-to-day comfort of all Allottee(s), the Promoter will earmark parking space for the exclusive use of each apartment/unit. Only those Allottee(s), who have not or could not avail the option of covered parking, will be earmarked open parking. It is agreed between the Parties that the exact parking number shall be earmarked by the Promoter and the Allottee(s) shall be entitled to park his vehicle in the area specifically earmarked for him by the Promoter and nowhere else in the Project. The Allottee(s) shall use the said area purely for the purpose of parking a medium sized vehicle only. The Allottee(s) shall neither enclose the earmarked area in any manner whatsoever and shall never use any type of barrier/rope/fasteners around the area earmarked for him. The Promoter, without specifying reason and at its sole discretion, shall have the exclusive right to relocate/reshuffle/cancel the earmarked parking area of the Allottee(s) at any time in future. The Allottee(s) hereby agrees and confirms to such an arrangement and shall not raise any objection regarding the same hereinafter.

- 1.15 The Promoter has hereby disclosed that the Promoter may, at its sole discretion, install mechanical parking system in some of the parking spaces in the Basement Floors of the Project. However, the Allottee(s) shall not be entitled to install any mechanical car parking system in its

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allotted/earmarked car parking space without prior consent from the Promoter in this regard.

- 1.16 The Promoter has specifically disclosed and the Allottee(s) hereby acknowledges and accepts that all earmarked car/scooter parking space along with any/all unallotted car/scooter parking space; hard landscape area on the ground floor in the Project; storage areas, all area under ramps from ground floor to upper basement floor and from upper basement floor to lower basement floor and vice versa, or any other such area that may be exclusively earmarked for any particular Allottee(s) of any apartment(s) by the Promoter; to the exclusion of all other allottees in the Project; shall form a part of the Limited Common Areas and Facilities of the Project. Such Limited Common Areas and Facilities are meant for the use and enjoyment of that particular Allottee(s) or the owner/occupant of that particular Apartment(s) to whom the Promoter has exclusively earmarked such space, to the exclusion of all other allottees. The Promoter shall always reserve the exclusive right to earmark/allocate all/any Limited Common Areas and Facilities of the Project as per its sole discretion and Allottee(s) hereby agrees to the same.
- 1.17 It has been specifically disclosed by the Promoter and the Allottee(s) hereby irrevocably agrees that the hard landscape area situated on the ground floor in the Project is a part of the Limited Common Areas and Facilities in the Project and can either be used for parking purposes by the Promoter and/or for the purpose of providing any other facility in the Project and the decisions regarding the scope, manner, extent and nature of such facilities/parking spaces shall lie solely and exclusively with the Promoter. In case, the Promoter provides parking spaces in the said hard landscape area, the Promoter shall be free, at its own discretion, to allot/earmark the such said parking spaces to any of the allottees in the Project and/or earmark the said parking spaces for the purpose of visitor parking.
- 1.18 The Promoter has also specifically disclosed and the Allottee(s) hereby acknowledges and agrees that the Exclusive Open Terrace Area located over and above Apartments bearing numbers 1401, 1402, 1406 and 1407 situated on the Fourteenth floor in the Project are 'Private Terraces/Independent Use Terraces' appurtenant to the said respective apartments and are of a saleable nature. The Allottee(s) shall not have any right/claim of any nature in respect of such Exclusive Open Terrace Areas and the Promoter shall always be at absolute liberty to sell/transfer/earmark these Exclusive Open Terrace Areas to the allottees of the said flats in the manner as it may deem fit.
- 1.19 The Allottee(s) hereby agrees and understands that except the Apartment as described in the Schedule – B attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any unallotted spaces/areas/stores/private terraces in the Project and/or the Limited Common Areas and Facilities and/or any other areas which are of a saleable nature in the Project and all such spaces shall remain the exclusive property of the Promoter which shall be free to earmark/allot/deal/sell/transfer such areas as per the applicable laws.
- 1.20 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 as 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.

2. MODE OF PAYMENT:

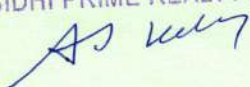
Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments within the stipulated time as mentioned in the payment plan mentioned herein through account payee cheque/demand draft/banker's cheque or online payment in favor of **Ridhi Sidhi Prime Realty LLP** payable at **Jaipur**.

The receipt would be valid only after realization of the said financial instrument and effect of credit in the account of the Promoter. The date of such credit shall be deemed to be the date of payment by the Allottee(s).

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1. The Allottee(s), if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 ('FEMA'),

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

3.2. The Promoter accepts no responsibility in regards to matters specified in Clause 3.1. 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(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the said Apartment in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only; and in case of cancellation of the said Apartment, refund as per the terms of this Agreement, if any, shall be made to the Allottee(s) only.

3.3. It shall be the duty of the Allottee(s) to deduct and deposit TDS as per the applicable rates on the sale consideration; paid either in installments or in full, as the case may be, and shall produce a receipt of such deduction to the Promoter.

4. ADJUSTEMENT / APPROPRIATION OF PAYMENTS:

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) as per this Agreement, if any, in his/her name and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the 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 Maintenance Society or the competent authority, as the case may be.

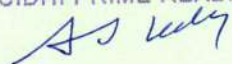
6. CONSTRUCTION OF THE PROJECT:

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/Unit 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 to the Allottee(s) and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on **30.06.2029** 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

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[*"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 the 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. 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(s) with interest within forty-five days from that date. The Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

7.3 Failure of Allottee to take possession of Apartment – Upon receiving a written intimation from the Promoter as per Clause 7.2 above, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Clause 7.2 above, such Allottee(s) shall continue to be liable to pay maintenance charges as specified under Clause 7.2 above.

7.4 Possession of the Allottee – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

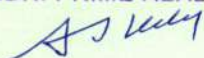
7.5 Cancellation by Allottee – The Allottee(s) shall have the right to cancel/withdraw his allotment in the project as provided in the Act.

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

7.6 Compensation – The Promoter shall compensate the Allottee(s) in case of any 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 (i) in accordance with the terms of this Agreement, duly completed by the day specified in Clause 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(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment,

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

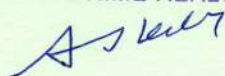
- (i) The Promoter has absolute, clear and marketable title with respect to the said land and the requisite rights of development upon the scheduled land and absolute, actual, physical and legal possession of the scheduled land.
- (ii) The promoter has lawful rights and requisite approvals from the competent authorities for 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 scheduled land, project or the unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, scheduled land and unit are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, at all times, remain compliant 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 scheduled 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).
- (x) The scheduled land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the scheduled land.
- (xi) The promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project [except such taxes, charges, dues mentioned herein that have been agreed to be paid by the allottee(s) and which shall be paid according to the corresponding clauses] to the competent authorities till the date of offer of possession.
- (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.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified in Clause 7.1 above or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority without any default on the part of the Allottee(s). For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities,

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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, subject to the condition that there is no default on the part of the Allottee(s), to the following -

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction 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, 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 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.

9.3 The allottee(s) shall be considered under a condition of default, on the occurrence of any one or more of the following events:

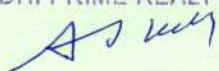
- (i) In case the Allottee(s) fails to make payments for any installment as per the payment plan stated in Schedule – D or if the Allottee(s) fails to make payments towards any other charges/dues/payments as mentioned in this Agreement.
- (ii) In case the default by Allottee(s) under the conditions listed above continues for a period beyond 30 days after notice from the promoter in this regard.
- (iii) In case of delay or failure on the part of the allottee(s) to deposit the stamp duty/registration charges and/or any other amounts due to the Promoter under this Agreement including delay payment charges, if applicable and/or delay in execution and registration of conveyance deed of the Apartment and/or delay in taking up the possession of the Apartment within the period mentioned in the letter for intimation of possession.
- (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).

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

- (i) Upon occurrence of events of default mentioned in Clause 9.3 (i), the Allottee(s) shall be liable to pay delay payment charges on the overdue amounts for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on date of the payment of such overdue amounts by the Allottee(s) to the Promoter.
- (ii) Upon occurrence of events of default mentioned in Clause 9.3 (ii), the promoter may terminate this Agreement, by serving a 30 (thirty) day notice to the Allottee(s) in this regard.
- (iii) Upon occurrence of events of default mentioned in Clause 9.3 (iii) and (iv), the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4 (ii). Further, it is expressly agreed between the Parties that in case of defaults under Clause 9.3 (iii) above, 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 9.4 (i); (b) recover maintenance charges from the date of intimation of possession; (c) recover holding/safeguarding charges @ 0.1% per month on the Price of the unit; (d) recover all taxes/charges/dues required to be paid by the Allottee(s) as under this agreement; (e) withhold registration of conveyance deed in favor of the Allottee(s); and to refuse the handover of possession of the unit to the Allottee(s) till the payment of amounts mentioned in Clause 9.3 (iii) and the Allottee(s) hereby authorizes the Promoter for the same.

Provided that the Promoter shall not be responsible for any wear and tear or damage caused to the Apartment on account of delay on the part of the Allottee(s) in taking over the possession and in

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such an event, the Allottee(s) shall have to take possession of the same on 'as is where is' basis. The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua such unit.

Provided further that the rights and remedies of the Promoter under this clause 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.

9.5 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 9.3 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 Apartment to any other person or otherwise deal with the Apartment in any manner whatsoever. Provided that upon such termination of this Agreement by the Promoter, notwithstanding anything contained herein, the promoter shall 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 Apartment. The Allottee(s), upon termination of this Agreement, shall not have any lien, right, title, interest or claim in respect of the Apartment.

9.6 Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/proceedings against the Allottee(s) under the act 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. COMPLIANCES BY ALLOTTEE(S) IN RESPECT OF CONVEYANCE AND POSSESSION:

Notwithstanding anything referred to in Clause 7 herein above, the Allottee(s) shall comply with the following, so as to be entitled to receive the possession of the unit.

10.1 The Allottee(s) shall make the timely payment of all installments as per the payment plan attached herewith in Schedule – D. Timely Payment of the Price of the Unit along with all other charges/dues required to be paid by the Allottee(s), as mentioned herein shall also be the essence of this Agreement. If the completion of the Project is delayed due to 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 and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure conditions.

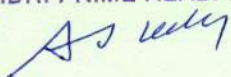
10.2 Upon receiving the letter for intimation of possession of the unit by the Promoter, the Allottee(s) shall pay all outstanding dues, charges and taxes as notified by the promoter within the time and manner mentioned therein and thereafter, proceed for the execution and registration of the conveyance deed.

10.3 In case the Allottee(s) cancels/withdraws from the project without any fault/default of the Promoter, the Promoter shall be entitled to proceed with the cancellation process as described in Clause 9.5 herein below.

11. MAINTENANCE OF THE SAID PROJECT/APARTMENT:

11.1 The promoter itself or through a Facility Management Agency of its own discretion, shall provide and maintain the common areas and facilities in the project, 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, as per the rates described in the Schedule – C attached hereto, to the promoter, in addition to the Price of the unit. Provided that the rates of upfront maintenance charges are indicative in nature and in case, the maintenance expenses of the project for the said period exceed the amount calculated at this rate, the Allottee(s) shall be liable to pay such

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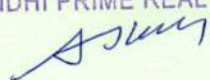


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additional/difference amount as and when demanded by the Promoter/RWA, as the case may be. Provided further that the rates of upfront maintenance charges may be increased by the Promoter/RWA, as the case may be, at any time, at their own discretion. 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 hereinafter, offer the same in writing to the RWA and the RWA shall be bound to take over the same from the promoter within one month of the date of such offer.

- 11.2 That the Promoter is not liable to maintain accounts or justify expenses borne towards the maintenance and operation of the Common Areas and Facilities for the first year starting from the date of offer of possession. After the expiry of first year from the date of offer of possession, the Promoter shall maintain the Common Area and Facilities of the project at actual costs with twenty percent (management fees) along with applicable taxes and the Allottee(s) agrees to the same and shall promptly pay the proportionate amount to the Promoter within the time and manner as specified by the Promoter at the time of such intimation.
- 11.3 That the Resident's Welfare Association 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 RWA 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 handover of the Common Areas and Facilities to 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 handover of the Common Areas and Facilities to the society, it shall be solely responsible for the maintenance of the common area and facilities of the project.
- 11.4 The allottee(s) shall not raise any objection, if any changes or modifications are made in the draft bylaws of the RWA 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.
- 11.5 The allottee(s) shall be bound by all the terms and conditions of bylaws and any other agreement entered into by the society and any decision taken by it as per its bylaws.
- 11.6 The allottee(s) agrees that if at any time under any law/order or if the promoter/maintenance agency may think necessary to insure the building/apartments/project, the charges towards the same shall be paid by the allottee(s) proportionately.
- 11.7 The Allottee(s), apart from the Price of the Unit, shall additionally pay an Interest Free Maintenance Security Deposit (hereinafter referred to as the 'IFMS Deposit') as described in the Schedule – C attached herewith, which shall act as security towards any/all payments that may be due by the Allottee(s) on account of default in payment of any maintenance charges and/or proportionate share of any common expenses or other such related amounts. The Promoter is not liable to pay any interest on this IFMS Deposit. The promoter shall transfer the IFMS 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 IFMS deposit shall be done after adjusting all types of dues payable by any/all allottee(s) to the promoter and it shall be the duty of the RWA/allottees to recover any such dues from the defaulting allottee(s).
- 11.8 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 date of offer of possession, 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.
- 11.9 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

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society from time to time.

12. DEFECT LIABILITY:

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 date of offer of possession or the date of issuance of completion 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 Apartment or the Project is caused by the Allottee(s) and/or is a result of any misuse/wear and tear and/or improper maintenance and undue negligence on the part of the Allottee(s)/RWA and/or any damage caused due to Force Majeure; the same shall not be covered under defect liability. The Promoter shall also not be in any way liable to repair or provide compensation for Structural Defects where the Allottee(s) has made any structural changes in the Apartment or in the materials used therein.

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 heterogeneousness 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. The Allottee(s) understands that plastered masonry and concrete are not waterproof in nature and as a result of which, there might be a chance of leakage/seepage through them if exposed to rain water or any wet conditions. This will not be termed as defect/damage and no compensation shall be given to the Allottee(s) in any such circumstances. The cost of any specialized treatment for repairing of cracks, waterproofing or stopping such resulting leakage and seepage will be borne and paid by the Allottee(s) separately. 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.

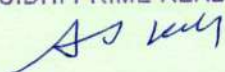
It is also expressly understood by the Allottee(s) that the Promoter shall provide/install all electronic or mechanical equipments/ services that are ancillary to the Project construction/habitability and/or amenities and facilities on a one time basis and shall pass on their respective warranties/guarantees to the Allottee(s)/RWA, as the case may be. The Buyer(s) is aware that the Promoter is not the manufacturer of the electrical systems, plumbing and sanitary fittings, other fixtures and accessories, etc. including all/any proprietary items used or installed in the Apartment/Project. The Parties hereto agree that the Promoter is not and shall not be responsible for any defect or the performance/non-performance or otherwise of these items and that the Promoter shall not be liable to rectify/replace them. The Promoter shall not be held liable to rectify/ replace in case of any defect/non operation of such equipments/services and that the Allottee(s)/RWA, in such cases, shall directly contact the respective vendor/company keeping the Promoter indemnified.

The Allottee(s) further understands that all machinery/equipment/systems such as lifts, electrical equipment, transformers, RMU, gas banks/LPG reticulation system, firefighting systems, DG sets, STP, lightning arrestors etc. have been provided by third party manufacturers/service providers and any accidents/mishaps caused or attributable to all such equipment and/or any other electromechanical machinery shall not be the liability of the Promoter.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/RWA shall have rights of unrestricted access to all Common Areas and Facilities, Limited Common Areas and Facilities, covered/open parking spaces, private terraces etc. for providing necessary maintenance services and the Allottee(s) agrees to permit the representatives of the Promoter/RWA 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.

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14. USAGE:

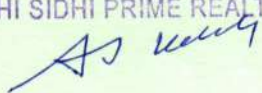
Use of Basement(s) and Service Areas – The basement floors and service areas, as located within the Project, shall be earmarked for purposes such as parking spaces, common facilities, storage spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, sewage treatment plant rooms and related tanks, firefighting pumps and equipment etc. and other permitted uses as per the Approved Plans. The Allottee(s) shall not be permitted to use the service areas and the basements in any manner other than the areas earmarked as parking spaces and the common facilities, and the same shall be reserved for use by the Promoter/RWA for rendering maintenance services.

Club house – The Allottee(s) understands that the Promoter will develop the Clubhouse and its facilities as the part of the Common Areas and Facilities. The scope, extent, nature and quantum of all such facilities being developed in the Club House shall be solely decided by the Promoter and/or the Architect to which the Allottee(s) agrees. The club house facilities shall be run and maintained by the Promoter/RWA, as the case may be, which shall be entitled to make the rules and regulations for use of club facilities and the Allottee(s) undertakes to abide by such rules and regulations. Usage of certain facilities in the Club House including but not limited to mini theatre, swimming pool, community hall etc. may be subject to payment of operation charges, usage charges etc. by the Allottee(s) which shall be solely decided by the Promoter/RWA, as the case may be, from time to time along with applicable taxes and subject to the terms and conditions as set out by the Promoter/RWA in this regard.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PROJECT:

- (i) The allottee(s) shall, after taking possession, be solely responsible to maintain the said apartment at his own cost, in good 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 tenable condition and repair and maintain the same in a proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- (ii) 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.
- (iii) 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 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.
- (iv) 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/RWA 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).
- (v) The allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/lawns/rooftop/terrace under his use or possession. Moreover, the Allottee(s) irrevocably agrees that he shall not cover any of the balconies of the apartment in any way whatsoever including but not limited to by way of installation of curtains, aluminum framing, glass panels, green nets, wooden/metallic structures, fibre sheets etc. nor shall cause anything to be installed in the balcony or being attached to the balcony railing that may result in changing the elevation of the building/project/unit in any way whatsoever.
- (vi) It is in the interest of the allottee(s) to help the RWA 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

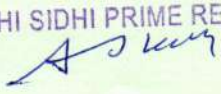
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- restrict and regulate the entry of visitors into the building/project.
- (vii) The allottee(s) shall not use the unit for any other purpose other than as set out under this agreement nor shall use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the project or for any illegal or immoral purpose.
 - (viii) 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.
 - (ix) 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.
 - (x) The allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the promoter and thereafter the RWA and/or maintenance agency appointed by the RWA. The allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
 - (xi) 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/RWA, which shall permit the same subject to appropriate conditions.
 - (xii) After handing over of the said project, it shall be the responsibility of the RWA for obtaining/renewal of insurance for the project and pay insurance premiums.
 - (xiii) 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) or assignees or family members of the allottee(s) in the unit is permissive or hostile.
 - (xiv) 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 proportionate cost of procuring potable water from municipality, Bisalpur line, water works department, any outside vendor and/or any other source, as the case may be, shall be borne by the Allottee(s).
 - (xv) The Allottee(s), separately and in addition to the Total Price, has paid 'Water Connection & Infrastructure Charges' at the rates described in Schedule - C attached hereto. The amount so collected by the Promoter from all the allottees in the Project shall be kept interest free with the Promoter and shall be utilized for connecting the Project to Bisalpur water supply pipeline, as and when applicable, feasible and functional for the Project, or to any other source of potable water being procured from the municipality/water works department etc., as the case may be, in accordance with the guidelines and directives of the relevant government authority. Provided that, in case of any shortfall in the fund as per the prescribed rates/charges is assessed by the Promoter, the Promoter may, at its sole discretion, make additional demands/charges to be deposited with respect to the Water Connection & Infrastructure Charges at any time hereinafter, and the same shall be payable by the Allottee(s) within 15 (fifteen) days from such demand by the Promoter. Provided further that, in case, the connectivity to such aforementioned sources of water is not done due to any reason whatsoever, during the construction timeline of the Project, the Promoter shall transfer the amounts collected by way of 'Water Connection & Infrastructure Charges' to the RWA's designated bank account as and when it takes over the maintenance of the Common Areas and Facilities of the Project from the Promoter.
 - (xvi) 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).
 - (xvii) 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

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allottee(s)/owner's association shall not have any objection to it.

- (xviii) The Allottee(s) understands that general compliances with respect to the unit/project have been set out herein for the betterment of the project and the convenience of all other allottees and declares to abide by them. In case of default in any of the guidelines mentioned herein, the Allottee(s) shall be liable to pay a fine of Rs. 500/- (Rupees Five Hundred Only) per day from the day such default is notified to the Allottee(s) till the time such default is corrected; to the Promoter/RWA, as the case may be. The Allottee(s) further authorizes the Promoter/RWA, as the case may be, to deduct such amounts, if not paid promptly on demand, from the Upfront Maintenance Charges and thereafter from his respective IFMS Deposit.
- (xix) 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 Price of the unit. Such transfer shall be done only after receipt of at least 90% of the Price of the unit by the promoter. The allottee(s) shall be solely responsible for all the cost and expenses, including, income tax, stamp duty and registration charges etc. in case of such transfer.
- (xx) 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.
- (xxi) In all the matters not hereby specifically provided, the decision of the promoter shall be final and binding upon the allottee(s)/RWA 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.
- (xxii) 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.
- (xxiii) The Allottee(s) agrees and undertakes that he shall join the RWA as may be formed by the Promoter and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- (xxiv) The Allottee(s) shall be liable, from the date of offer of possession, 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 Apartment of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Carpet Area of Apartment. If the Promoter/RWA has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter/RWA within 30 days from the date of notice in this regard from the Promoter/RWA, failing which the Promoter/RWA shall be entitled to charge interest at the Interest Rate for the period commencing on the date when the Promoter/RWA 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/RWA. All taxes charges, cesses, levies etc shall be payable by the Allottee(s) even if such demand is raised by the Authorities retrospectively after possession and/or conveyance of said Apartment and such demands shall be treated as unpaid consideration of said Apartment and the Promoter shall have first charge/ lien on said Apartment for recovery of such demands from the Allottee(s).
- (xxv) The Allottee(s) undertakes not to sub-divide the said Apartment, agreed to be sold to him/ her. The Allottee(s) further undertakes that in case it transfers its right and interests in the said Apartment, in favour of any person/ promoter by way of sale, mortgage, tenancy, license, gift or in any other manner, such person/ Promoter so inducted by the allottee shall also be bound by the terms and conditions of this Agreement.
- (xxvi) The Allottee(s) understands and agrees that so long as each space of the Project is not separately assessed for municipal taxes or other such dues payable to any relevant authority, the Allottee(s) shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole Project. Such taxes/fees shall be paid by Allottee(s) in proportion to the carpet area. Such apportionment shall be made by the Promoter and the same shall be conclusive, final and binding upon the Allottee(s).
- (xxvii) In case the allottee(s) avails a loan facility from any bank/financial institution towards the

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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.

(xxviii) The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899; Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority.

(xxix) 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.

16. COMPLIANCE OF LAWS AND NOTIFICATIONS BY PARTIES:

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.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter shall have the right to make additions or to put up additional structure anywhere in the Project as and when such sanctions and/or approvals are accorded by the relevant competent authority.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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 or any other such document as may be required by the allottee(s).

18A. THE RAJASTHAN APARTMENT OWNERSHIP ACT, 2015:

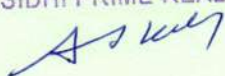
The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the Rajasthan Apartment Ownership Act, 2015 (Act No. 12 of 2019) and that the Promoter shall comply with the provisions of the said Act and rules and regulations made thereunder. The promoter has further assured the Allottee(s) that the various other Acts, rules and regulations prevailing in the State of Rajasthan shall always be complied with by him in the project.

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, 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); the application of the allottee(s) 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.

20. ENTIRE AGREEMENT:

For RIDHI SIDHI PRIME REALTY LLP



Designated Partner

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.

21. RIGHT TO AMEND:

This agreement may only be amended through the 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 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.

23. WAIVER NOT A LIMITATION TO ENFORCE:

23.1 The promoter may, at its sole option and discretion, without prejudice to its rights as said out in this agreement, wave 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 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).

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. 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.

24. SEVERABILITY:

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

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

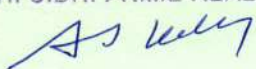
Wherever in this agreement it is stipulated that the allottee(s) has to make any payment, in common with other allottees in the project, the same shall be the proportion which the carpet area of the apartment bears to the total carpet area of all the apartments in the Project.

26. FURTHER ASSURANCES:

26.1 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.

26.2 That the Allottee(s) has entered into this Agreement with the full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter along with the inspection of the title documents of the scheduled land. The Allottee(s) is well aware that the Promoter has entered into sale agreements/sale with several other persons with respect to the sale of the units in the project. The Allottee(s) has complete knowledge of all present and future laws, rules, regulation, bye-laws applicable to this area and the project, including terms

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and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Rajasthan and to such other regulations as the Promoter may from time to time promulgate and the Allottee(s) has familiarized himself with all such aforesaid documents.

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, 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**.

28. NOTICES:

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 as mentioned first herein above. 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 and e-mail address mentioned herein, 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 herein 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.

29. JOINT ALLOTTEE:

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).

30. SAVINGS:

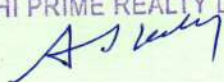
Any application, letter, allotment letter or any other document signed by the allottee(s), in respect of the apartment prior to the execution and registration of the agreement for sale for such apartment shall not be construed to limit the rights and interests of the allottee(s) or the promoter under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

31. GOVERNING LAW:

31.1 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.

31.2 Indemnification: The allottee(s), 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 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 19 and/or (vi) due to failure of the allottee(s) to appear before the sub-registrar for registration of this agreement as per Clause 19 and/or (vii) termination of this agreement by the promoter due to any default/delay on the part of the allottee(s).

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Provided that the Allottee(s) acknowledge that the foregoing indemnities shall survive the termination of this agreement.

Provided further that 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.

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

32. DISPUTE RESOLUTION:

All or any disputes 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.

(Note: - Any other terms and conditions as per contractual understanding between the Parties may be included. However, such terms and conditions should not be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provisions of the Act or the Rules and Regulations made thereunder. If any clause of the draft Agreement for Sale prepared and submitted by the Promoter at the time of registration of the Project for public viewing or as actually executed between the Parties is found to be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provision of the Act or the Rules and Regulations made thereunder, such clause of the draft or any Agreement executed for Sale shall be deemed to be non-existent and in such case relevant terms and conditions set out herein as part of this Form and the relevant provisions of the Act and the Rules and Regulations made thereunder shall prevail over such clause and the Promoter shall bear the consequences thereof.)

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 promoter and allottee(s) in the presence of the following witnesses –

Signature of the Promoter –
M/s Ridhi Sidhi Prime Realty LLP

For RIDHI SIDHI PRIME REALTY LLP

Authorized Signatory Designated Partner

Signature of the Allottee(s) –

E-mail - _____

Witnesses –

1.

2.

(Schedule – A
(Description of Scheduled Land)

1. Piece and parcel of all Land situated at Khasra bearing numbers 213/4, Gram Kanakpura, Jaipur admeasuring about 4085.00 square meters.
2. The piece and parcel of the plot of land in site is bounded on the –
In North – Other's Land
In South – Road 24.00 meter wide
In East – Other's Land
In West – Other's Land
3. Latitude/Longitude of the end points of the project are as follows –
In North –
In South –
In East –
In West –
4. Other details of the location of the Project –
5. Location Map –

Schedule – B
(Description of the Apartment)

1	Unit/Apartment Number	
2	Floor	
3	Type	
4	Carpet Area	_____ square feet
5	Exclusive Balcony Area	_____ square feet
6	Exclusive Open Terrace Area	_____ square feet
7	Built up Area	_____ square feet

Schedule – C
(Description of the Price of the Unit and Payment Details)

Schedule – D
(Payment Schedule)

Schedule – E
(Details of Common Areas and Facilities in the Project)

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

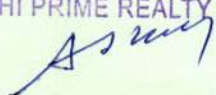
Schedule – G
(Details of the Salient features of the Project)

Schedule – H
(Specification of materials used in the Project)

Schedule – I
(Time schedule for Project completion subject to Force Majeure)

Schedule – J
(Layout Plan of the Apartment)

For RIDHI SIDHI PRIME REALTY LLP


Designated Partner