

AFFIDAVIT

I, Amit Kotecha S/o Shri Fateh Chand Kotecha, aged 39 years, R/o 144 - A, Parshwanath Colony, Ajmer Road, Jaipur, Rajasthan, designated partner of **M/s Ridhi Sidhi Prime Estate LLP**, having its registered offices at 81-82, Gyan Vihar Colony, Nirman Nagar, Ajmer Road, Jaipur, Rajasthan do hereby declare, undertake and state as under:-

That we are developing a Residential Housing Project named "Royal Exotica" situated at Khasra numbers 3, 10/2, 10/3 11, 12, 13, 13/1, 14/1, 14/2, 15/2, 16/2, and 1/2852, Village Bhankrota Kalan, Tehsil Sanganer, District Jaipur, Rajasthan.

That we have applied for registration of our aforesaid project under section 3 of The Real Estate (Regulation and Development) Act, 2016.

- That the draft agreement to sale attached with the aforesaid application is based on model draft given is Form G at the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
- That to the best understanding of the promoter, the draft agreement to sale is not in derogation of or inconsistent with any provision of the Real Estate (Regulation & Development) Act, 2016.

 For RIDHI SIDHI PRIME ESTATE LLP

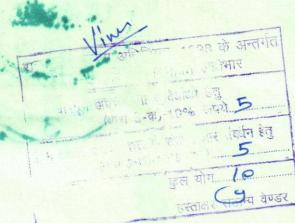
Designated Partner

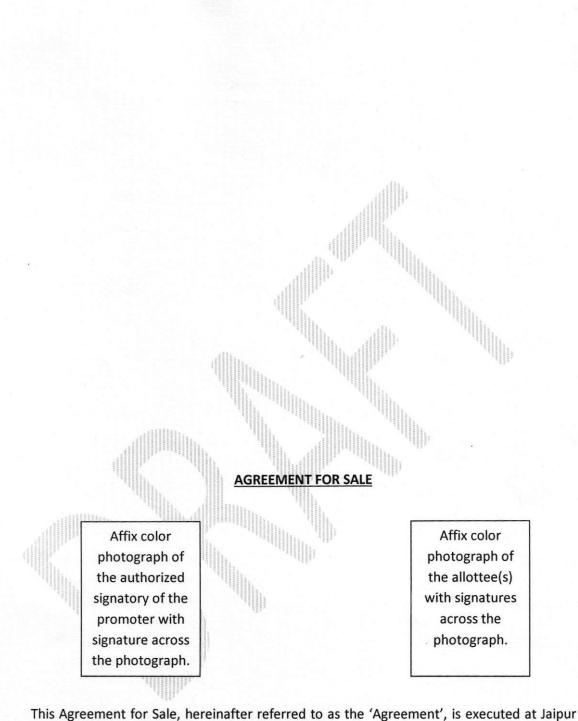
Verification

20 mars P/o 144 -

मुद्रांक मुख्य 501 - । जिस एक हल . एल . भी अहिंग डायरेम्टर अमित ब्लो हेन्या राज न 4386 दिनांक 11-9-19 नेमार्ग गुगर जापस वास्त. अपना पत

प्रेम प्रकाशः स्टाम्प विक्रेता लाईसेन्स नं- 51/2015-16 मानसरोवर, जयपुर





M/s Ridhi Sidhi Prime Estate LLP, a limited liability partnership duly incorporated under the Limited Liability Partnership Act, 2008, having its registered offices at 81-82, Gyan Vihar colony, Nirman Nagar, Ajmer Road, Jaipur, Rajasthan(PAN –AAXFR4591A) and being represented by its designated partnerShri Amit KotechaS/o Shri Fateh Chand Kotecha, aged about 39 years, R/o 144 – A, Parshwanath Colony, Ajmer Road, Jaipur, Rajasthan [hereinafter referred to as the 'Promoter', which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include, its legal successor(s),

on this ____ day of _____, 2019 by and between:

context or meaning thereof be deemed to mean and include its legal successor(s), administrator(s), executor(s) and permitted assignee(s).

Shri _______S/o ______, aged about ___ years, R/o _______, (Aadhar -_____, PAN -______) [hereinafter singly/jointly, as the case may be, referred to as the 'Second Party' or the 'Allottee(s)', which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal successor(s), administrator(s), executor(s) and permitted assignee(s)].

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

INTERPRETATIONS/DEFINITIONS:

- (1) In this agreement, the following expressions, unless repugnant to the context, shall have the meaning assigned thereto –
- a) 'Act' means the Real Estate (Regulation and Development) Act, 2016.
- b) 'Built-up Area' means the sum of area of therow house constructed over the plot, as defined herein below. It shall include area encompassed within the walls of the row house, all balconies, whether covered or un-covered, and thickness of all external and internal walls. In case of any wall being common with any other row house, only 50% of the thickness of such wall shall be considered for calculating the built-up area.
- c) 'Balcony Area or Verandah Area' shall mean the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of the row house, meant for the exclusive use of the allottee(s).
- d) 'Carpet Area' shall mean the net usable floor area of the row house excluding the area covered by the external walls, areas under the service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the row house.
- e) 'CLSS Capet Area' shall refer to the carpet area as defined in the Credit Linked Subsidy Scheme (CLSS) under the Pradhan Mantri Awas Yojana (PMAY); and shall mean the net usable floor area of the row house, excluding the area covered by the external walls, area covered by the internal partition walls, areas under the service shafts, exclusive balcony or verandah area and exclusive open terrace area.
- f) 'Common Areas and Facilities' shall mean the common portions, spaces, equipment, services & amenities, which are meant for the common use and enjoyment of all the allottee(s)/resident(s) of the project and more specifically described in the Schedule Eattached hereto.
- g) 'Earnest Amount' shall mean 10% of the totalprice of the unit. However, at the promoter's discretion, this amount may be paid by the allottee(s) in installments.
- h) 'Row house' shall mean a building, constructed as per the customized design, which may consist of basement floor, ground floor and first floor, constructed over the plot, defined herein below, and which is intended and/or capable of being independently and exclusively occupied for residential purposes, has an independent entry/exit to common roads and bears the number of the plot on which it is constructed; and which has been more particularly described in the Schedule B, Part II attached hereto.
- 'Interest' means the State Bank of India's highest marginal cost of lending rate plus two
 percent or such other rate as may be applicable from time to time as per the act and the
 rules.
- j) 'Para' or 'Clause' shall mean a para or clause of this agreement.
- k) 'Plot' shall mean a piece and parcel of land which has been acquired through a registered lease deed issued by Jaipur Development Authority, and which, bearing a separate and unique number, forms a part of the project and which has been more particularly described in the Schedule –B, Part – I attached hereto.
- 'Project' shall mean the project comprising of residential plots, row houses, park, retail shops, commercial areas, service areas, roads and all that is constructed/to be constructed