

भारतीय गैर न्यायिक

पचास  
रुपये

रु.50

भारत



सत्यमेव जयते

INDIA

FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

CA 943822

Declaration Regarding Agreement for sale

I, VIVEK SETHIA Son of Kamal Sethia, aged about 42 years R/o- 801 Western Heights, S-21, Shyam Nagar, Sodala, Jaipur duly authorized by the RICHWELL ENTERPRISES PRIVATE LIMITED who is the promoter of the proposed project “Vardhman Eminara (Phase I)” situated at Group Housing Plot No. B, Khasra No.- 96/1, 96/1/3, 97/4, 97/5, 98/1, 98/2, 98/3, 98/4, 98/6, 99, 102 to 104, 105/1, 105/2, 105/3, 106/1, 106/2, 106/3, 106/4, 107/2, 108/1, 108/2/1, 108/2/2, 108/3, 108/4, 109/2, 109/3, 109/4, 109/5, 109/6, 109/7, 109/460, 110, 119/1, 119/1/2, 119/2/1, 119/2/2, 110/4, 98/5, 98/7, 105/4, 109/1, 116/2, 483/460, Village - Ganpatpura, Tehsil-Sanganer, Jaipur (Rajasthan) do hereby solemnly declare, undertake and state as under-

1. That the Agreement for Sale/Builder buyer agreement of our Project “Vardhman Eminara (Phase I)” is in accordance to the Form-G of Rajasthan Real Estate (Regulation & Development) Rules, 2017.
2. That none of the terms and conditions of the Agreement to sale presented by us Violate the laws and rules of The Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.

For Richwell Enterprises (P) Ltd.

Authorized Signatory

ATTESTED

NOTARY  
District Jaipur Rajasthan (India)

06 MAY 2025

29 APR 2025



क्रमांक (501) .....  
मुद्रांक का मुख्य .....  
क्रेता का नाम Richwell Enterprises Pvt Ltd.  
पिता/पति का नाम .....  
पता .....  
वास्ते .....

रवि नागर  
ला. नं. 15/2016 स्टाम्प विक्रेता  
38/232 रात पडा मा  
29 APR 2025

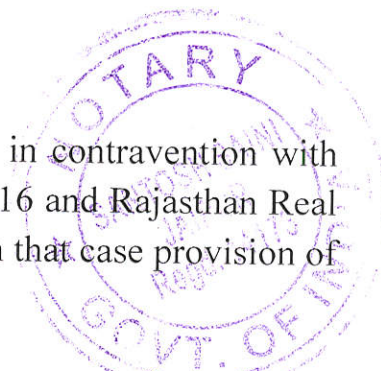
1. स्टाम्प शुल्क का प्रमाणपत्र	
10%	81
2. स्टाम्प शुल्क पर वास्तविक दर	
10%	81
3. स्टाम्प शुल्क पर वास्तविक दर	
10%	76
हस्ताक्षर	
(सिद्धि नागर)	ह. स्टाम्प वेण्डर

29 APR 2025

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3. That in case if any condition in agreement to sell in contravention with Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate (Regulation and Development) Rule, 2017 in that case provision of Act & Rules Shall prevail.
4. That if any contradiction arises in the future the Deponent will be Responsible for it.



For **RICHWELL ENTERPRISES PRIVATE LIMITED**

For Richwell Enterprises (P) Ltd.

Authorised Signatory  
**VIVEK SETHIA**

(Deponent)

**ATTESTED**

**NOTARY**  
District Jaipur Rajasthan (India)

**10 6 MAY 2025**

## Agreement for Sale

Affix Color  
photograph  
of Allottee/  
First Allottee  
with  
signature  
across the  
photograph

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


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

By and Between

**RICHWELL ENTERPRISES PRIVATE LIMITED** a company governed under the provisions of the Companies Act, 2013 and having its registered office at: **G-1, WESTERN HEIGHTS, S-21, SHYAM NAGAR, JAIPUR, Rajasthan, India, 302001** and its PAN is **AABCR7095Q** represented by its authorized signatory **VIVEK SETHIA** herein after referred to as the “Developer”/ “Promoter”/ “Seller no. 1”,

**SIDDHI VINAYAK GARDENS LLP** a Limited Liability Partnership Firm, duly registered and existing under the provisions of the Limited Liability Partnership Act, 2008, having its principle place of business at **D-54, SIDDHI VINAYAKA SHOKMARG, C-SCHEME, Jaipur, Rajasthan, 302001** and its PAN is

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(f) "Regulation" means the Regulation made under the Act;

(g) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;

(h) "Schedule" means the Schedule attached to this Agreement; and

(i) "Section" means the section of the Act.

(2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.


**WHEREAS THE PROMOTER DECLARES THAT, -**

A. The Promoter is in lawful possession of the land situated at Group Housing Plot No. B, Khasra No. 96/1, 96/1/3, 97/4, 97/5, 98/1, 98/2, 98/3, 98/4, 98/6, 99, 102 to 104, 105/1, 105/2, 105/3, 106/1, 106/2, 106/3, 106/4, 107/2, 108/1, 108/2/1, 108/2/2, 108/3, 108/4, 109/2, 109/3, 109/4, 109/5, 109/6, 109/7, 109/460, 110, 119/1, 119/1/2, 119/2/1, 119/2/2, 110/4, 98/5, 98/7, 105/4, 109/1, 116/2, 483/460, Village Ganpatpura, Tehsil-Sanganer, Jaipur (Rajasthan) with a total plot area as per site plan of 49788.96 Sq. mtrs, net plot area as per site condition of 48465.47 sq.mtrs. and Phase area of 18,885.89 Square meters (Hereinafter referred to as 'Land' and more fully described in the Schedule-I

B. Jaipur development authority has issued lease deed in favor of Siddhi Vinayak Gardens LLP for the aforesaid project land on 27.07.2023 which is duly registered on 28.07.2023, in the office of Sub-Registrar Jaipur-III, in its book no. 1, volume no. 1010 at Page No. 34 bearing Serial No. 202303017113684 and an additional copy of the same was also pasted in its additional Book No. 1 Volume No. 4063 at Page No. 13-24.

Thereafter, a developer agreement has been executed between the landowner Siddhi Vinayak Gardens LLP and the promoter Richwell Enterprises Private Limited on 21.02.2024 which is duly registered on 23.02.2024, in the office of Sub-Registrar Jaipur-III, in its book no. 1, volume no. 371 at Page No. 165 bearing Serial No. 202403020100721 and an additional copy of the same was also pasted in its additional Book No. 1 Volume No. 1482 at Page No. 214-241, wherein, the Land Owner being the absolute owner and in possession of said Land has given license to the Promoter to enter upon the said Land to

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permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/ plots/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring total plot area as per site plan of 49788.96 Sq. mtrs, net plot area as per site condition of 48465.47 sq.mtrs. and Phase area of 18,885.89 Square meters situated Group Housing Plot No. B, Khasra No.-96/1, 96/1/3, 97/4, 97/5, 98/1, 98/2, 98/3, 98/4, 98/6, 99, 102 to 104, 105/1, 105/2, 105/3, 106/1, 106/2, 106/3, 106/4, 107/2, 108/1, 108/2/1, 108/2/2, 108/3, 108/4, 109/2, 109/3, 109/4, 109/5, 109/6, 109/7, 109/460, 110, 119/1, 119/1/2, 119/2/1, 119/2/2, 110/4, 98/5, 98/7, 105/4, 109/1, 116/2, 483/460, Village Ganpatpura, Tehsil-Sanganer, Jaipur (Rajasthan) fully described in the Schedule-I


- H. The Project has been registered with the Real Estate Regulatory Authority on .....(date) and the Project Registration Certificate No. is..... This registration is valid for a period of.....years commencing from...and ending with.....unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.....) of the Authority.
- I. The site plan of the Project (whole Project) has been sanctioned by the .....and copy of which is enclosed as Schedule-2.
- J. Approval of specifications of the Project and permission of building construction up to 2 Basements + Stilt Floor + 11th Floor floor under the relevant legal provisions has been accorded vide Letter No. ज.वि.प्रा./अति. मुननि/बीपी. सी. (बीपी)/2024/डी-1452 on dated 08.10.2024 by Jaipur Development Authority. The promoter intends to obtain approval for the additional floors (12th to 18th floors) from the local authority with due approval of state government.

The specifications of the Project are as under

.....  
.....


The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

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- Q. Temporary fire NOC for the Project has been accorded by the ..... vide No ..... dated ..... (*Applicable only in case such NOC is required under local law*)
- R. The Airport Authority of India has also granted NOC for height clearance for the Project vide No..... date..... (*Applicable only in case such NOC is required under local law*)
- S. Environmental Clearance from the department concerned has been obtained or the Project. (*Applicable only in case such clearance is required under local law*)
- T. Public Health & Engineering Department has also given NOC for developing the Project(*Applicable only in case such NOC is required under local law*)
- U. The Promoter has opened a separate account in Swej Farm Branch of Axis Bank for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.
- V. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Plot / Apartment/Building (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated..... The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment/plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- W. The Allottee has applied for an apartment in the Project vide application no. ....dated .....and has been allotted apartment no. .... having carpet area of ..... square feet, type ....., on .... floor in [tower/block/building] no. .... ("Building") along with garage/covered parking no. .... admeasuring .....square feet in the ..... [*Please insert the location of the garage/covered parking*], as permissible under the applicable law

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Total Price (in Rupees)	-----
-------------------------	-------

- \* Provide break-up of the amounts such as cost of apartment, 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 Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

- \* Provide break-up of the amounts such as cost of plot, proportionate cost of common 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 Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

### Explanation:

- (i) The Total Price above includes the booking amounts of Rs..... (Rupees.....) paid by the allottee to the Promoter towards the Apartment / Plot as mentioned in Para 'W'.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of 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// Plot to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

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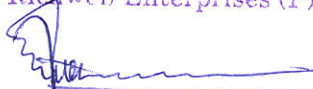
  
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only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the total price of Rs.....and the Allottees(s) agrees and undertakes to pay the balance amount of Rs .....of the total price strictly in accordance with the payment plan given below :-

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

- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ \_\_\_\_\_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule '5' and Schedule '6' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Plot without the previous written consent of the Allottee(s) as per the provisions of the Act:  
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.
- 1.7 (Applicable in case of Apartment) 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 the 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

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

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


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

2. **MODE OF PAYMENT:** Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of **Richwell Enterprises Private Limited Vardhman Eminara (Phase I) Collection Account** (924020025978620 Axis Bank, Swej Farm, Jaipur Branch). The receipt would be valid only after realization of the said cheque/DD and effect of the credit in the aforesaid account. Further, the Allottee shall not make any payment under this Agreement in any account other than the account mentioned hereinabove, without the prior written consent of Sellers.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI'

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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 / PLOT:**

**7.1 Schedule for possession of the said Apartment or Plot** – The Promoter agrees and understands that timely delivery of possession of the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/ Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 30-11-2028 unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (*"Force Majeure"*). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/Plot, provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**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/ Plot, 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 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

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specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/ Plot, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

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

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :**


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

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

*(In case the Promoter is not owner of the Land, give details of collaboration with such owner)*

- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project
- (iii) There are no encumbrances upon the said Land or the Project;  
*(In case there are any encumbrances provide details of such encumbrances including any rights, title, interest and name of party in or over such land)*
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;  
*(In case litigation, give details)*
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the

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

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

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

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

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

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

10. **CONVEYANCE OF THE SAID APARTMENT/ PLOT :** The sellers, on receipt of Total Price of the Apartment/ Plot as per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment/ Plot together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

The said conveyance of Apartment by the Sellers shall be made in a manner that the Developer shall transfer to the Allottee(s) its right, title and interest in the development of Apartment, along-with incidental facilities/amenities, and the Land Owner shall transfer the proportionate undivided interest along

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and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Society for rendering maintenance services.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT :**

15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/ Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment/ Plot, 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/ Plot, and keep the said Apartment/ Plot,, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the Apartment/ Plot or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment/ Plot.


15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions...

**16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of Apartment/ Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

**17. ADDITIONAL CONSTRUCTIONS:**

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20. **ENTIRE AGREEMENT:**

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

21. **RIGHT TO AMEND:**

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

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

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


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

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

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

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

For Richwell Enterprises (P) Ltd.

  
Authorised Signatory

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

29. **JOINT ALLOTTEE:**

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

30. **SAVINGS:**

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

31. **GOVERNING LAW:**


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

32. **DISPUTE RESOLUTION :**

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

*(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*

For Richwell Enterprises (P) Ltd.


  
authorised signatory

Address
2- Signature
Name
Address

### **SCHEDULE-1**

**(Details of Land and location of the Project)**

For Richwell Enterprises (P) Ltd.

  
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- In South Road -  
In East Road -  
In West Road -
- 3- Latitude/ Longitude of the end points of the Project  
In North.....  
In South ...  
In East .....  
In West.....
- 4- Other details of the location of the  
Project Location Map

**SCHEDULE-2**  
**(Lay-out Plan of the Project)**

**SCHEDULE-3**  
**(Floor Plan of the Apartment and Block/ Tower in the Project)**

**SCHEDULE-4**  
**[Description of the Apartment/Plot and Garage/Covered Parking (if applicable) along with boundaries in all four directions]**

**SCHEDULE-5**  
**(Specifications, facilities, amenities, which are part of the Apartment/ Plot) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)**

**SCHEDULE-6**  
**(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)**

(The Schedules to this Agreement for sale shall be as agreed to between the Parties) **For Richwell Enterprises (P) Ltd.**

  
**Authorised signatory**