SALE DEED

SALE DEED

THIS INDENTURE MADE AT DEESA on this date: ________________________, between,

Pacifica Developers Pvt. Ltd., a Company formed and registered under the Companies Act, 1956, with the Registrar of Companies, Ahmedabad, Gujarat State, having its registered office at: 33, Amrapalash Bungalows, B/h Fun Republic Cinema, Ramdevnagar, Ahmedabad, represented through its authorised signatory ______________________________; hereinafter called **"THE DEVELOPER"** (which expression shall and mean include its successors and permitted assigns,) being **First Party of the First Part.**

And

Kesar Buildcon Pvt. Ltd. being represented through its designated partner ________; (Hereinafter collectively referred to as **"LAND OWNER"** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its representatives, successors and assigns) being **Second part.**

And

1)________________________ (PAN: ____________________) adult, Indian Origin Cast by Hindu, residing at

____

herein after referred to as the "**PURCHASER"** (Which expression shall mean and include unless the contact otherwise their executors, Legal Heirs, Attorney Holders and administrators) of the **THIRD PART.**

And whereas Kesar Amusement and Entertainment Gujarat (Pvt) Limited through its Authorized Person Rajendra Dhudabhai Joshi Purchased different size Shops by different numbers from various owners. And whereas Rajendrabhai Dhudabhai Joshi sold and conveyed various plots to Kesar Buildcon Private Limited by a sale deed dated-26-12-2014. Which was duly registered with the SRO at Deesa under serial No-7440. And whereas Rajendrabhai Dhudabhai Joshi sold and conveyed Kothar of Revenue Survey No-22+47 Paiki of Mouje-Rajpur, Deesa to Kesar Buildcon Private Limited by a sale deed dated-26-12-2014 and Pacifica Developers Private Limited joined as a confirming party and confirmed the said sale. This was duly registered with the Sub registered office at Deesa under serial No-7439 Dated-26-12-2014.

AND Whereas Rajendrabhai Dhudabhai Joshi and Kesar Buildcon Private Limited executed development agreement for the land bearing Survey No-22+47/2/Paiki, admeasuring 14381.41 Sq. Mtrs. with the Pacifica Developers Private Limited by a development Agreement dated-05-07-2014. Which was duly registered with the Sub registrar office at Deesa under serial No-3848 Dated-05-07-2014.

AND WHEREAS the Developer is seized and possessed of and well and sufficiently entitled to develop an immoveable commercial properties being **Unit/shop No:** ________ [hereinafter referred to as **"the said unit"**], having "Carpet Area" as defined under the Real Estate (Regulation and Development) Act, 2016 admeasuring about _______ Sq. Mtrs. (equivalent to _______ Sq. Fts.), along with an undivided share in common area admeasuring about _______ Sq. Mtrs. (equivalent to _______ Sq. Fts.) and all totaling to _______ Sq. Mtrs. (equivalent to _______ Sq. Fts.) constructed on the land of the scheme known as "______________________" constructed on Non-Agricultural Land for commercial use bearing Survey No: 22+47/Paiki admeasuring about 13,707.85 Sq. Mtrs., Paiki 7526 sq.mts as Phase-1, situated in the Registration District Banaskantha, Sub District Deesa, Mouje Rajpur [hereinafter referred to as **"the said land"**].

AND Whereas **"N.A. Permission"** to the said land for commercial use admeasuring about 13,707.85 Sq. Mtrs., Paiki 7526 sq.mts as Phase-1 is granted by collector office **Banaskantha vide order no: Ta. No.A.JAMIN2.N.A.S.R.NO.23/14-15.VASHI.11998 dated: 05-03-2015.**

AND Whereas, Nagar Niyojak, Palanpur has sanctioned plan of the said land bearing Revenue Survey No- 22+47/Paiki, admeasuring about 13,707.85 Sq. Mtrs., Paiki 7526 sq.mts as Phase-1, of Mouje-Rajpur, Taluka-Deesa, District - Banaskantha vide No-N.A./B.P./Rajpur/Deesa/2685 dated-05-12-2014.

hereafter the Second Party contacted the First Party and desired to purchase the **said unit**.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS: -

In pursuance of the said agreement and in consideration of the total sum of **Rs.___________ (Rupees ________ only**) paid by the Purchaser to the Developer paid on or before the execution of these presents by the Purchaser to the Developer as per receipt set out herein at last (the payment and receipt whereof the Developer doth hereby admits and acknowledges and of and from the same and every part thereof doth forever acquit, release and discharge the Purchaser), the Developer doth hereby grant, sell, assign, release, convey and transfer unto the Purchaser forever ALL THAT immoveable commercial properties being Unit No:___, having “Carpet Area” as defined under the Real Estate (Regulation and Development) Act, 2016 admeasuring about __________ Sq. Mts. (equivalent to __________ Sq. Fts.), along with an undivided share in common area admeasuring about __________ Sq. Mts. (equivalent to __________ Sq. Fts.) and all totaling to __________ Sq. Mts. (equivalent to __________ Sq. Fts.) of saleable area constructed on the land more particularly described in the second schedule hereunder written (Hereinafter collectively referred to as the **"Said Premises"**) constructed on Non-Agricultural Land for commercial use, bearing Survey No: 22+47/Paiki, admeasuring about 13,707.85 Sq. Mtrs., Paiki 7526 sq.mts as Phase-1 more particularly described in the first Schedule hereunder written also together with proportionate and undivided rights in or upon common facilities and amenities in the Scheme “___________________”, situated in the Registration District Banaskantha and Sub District DEESA, Mouje Rajpur, being the Said Property belonging to or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed by the Developer or reputed or known as part and parcel or Purchaser thereof or to be appurtenant thereto AND ALSO together with all the deeds, documents, writings, vouchers and other rights, title relating to the Said Property or any part thereof AND ALL the estate, right, title, interest, use, inheritance, property, benefit, claim and demand whatsoever, both at law and equity of the Developer into or upon the Said Property or any part thereof TO HAVE AND TO HOLD the Said Property or any part thereof hereto granted, sold, transferred, conveyed, released and assured or intended so to be with its rights, titles, interest and appurtenances UNTO and to the use and benefit of the Purchaser, forever.

(1) AND the Developer doth hereby for itself and its successors and assigns covenants with the Purchaser that notwithstanding any act, deed, matter, or thing whatsoever by IT, the Developer or any person or persons lawfully or equitably claiming by from through under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary IT, the Developer now have for itself good right, full power and absolute authority to grant, sell, convey, transfer, release and assure the Said Property hereby sold, granted, released or assured or intended so to be UNTO and to the use of the Purchaser in the manner aforesaid. AND the Purchaser shall and may at all times hereafter peacefully and quietly enter upon or occupy, possess and enjoy the Said Property hereby granted, sold, conveyed, transferred and assured with appurtenances and receive the rents, issues, profits and benefits thereof and of every part thereof to and for its own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Developer or any person or persons lawfully or equitably claiming or to claim by from under or in trust for them AND that free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged or otherwise by the Developer well and sufficiently saved, defended and kept harmless and indemnified of and from against all former and other estates, titles, charges, encumbrances whatsoever either already or hereafter made executed, occasioned or suffered by the Developer or by any other person or persons lawfully or

equitably claiming or to claim by from under or in trust for them. AND FURTHER that the Developer and all persons having lawfully or equitably claiming any estate, right, title or interest at law or in equity whatsoever in the Said Property hereby granted conveyed transferred and assured or any part thereof by from under or in trust for the Developer, its successors and assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other acts, deeds, things, evidences, conveyance and assurances in law whatsoever for the better and more perfectly and absolutely assuring the Said Property and every part thereof UNTO and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser, its successors in titles or assignee or their counsel in law for assuring the Said Property and every part thereof hereby granted conveyed, transferred and assured unto and to the use of the Purchaser in the manner aforesaid.

(2) The Developer doth hereby assures and covenants with the Purchaser that the Said Property or any part thereof is not under any acquisition, requisition or reservation of any government, semi- government or local body and the Developer has not received any notice for the same. The Developer further assures and covenants with the Purchaser that no litigation, suit or claim is pending in any courts of law and the Developer has not received any notice or summons for the same. The Developer further assures that, the Said Property is acquired by the Developer out of its own funds and its titles to the said property are absolutely clear and marketable and free from any mortgage, charge or encumbrances. The Developer has handed over the vacant and peaceful possession of the Said Property to the Purchaser and now the Purchaser has become the absolute owner and occupier of the Said Property.

(3) It is agreed by and between the parties hereto that the Purchaser shall bear the expenses of the Stamp duty, Registration fees,

drafting charges and all other incidental expenses in respect of the aforesaid sale exclusively.

(4) "Carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Purchaser(/s) has verified and satisfied himself about the measurement thereof. Purchaser(/s) hereafter shall not raise any dispute, challenge or objection for the same. The Said property hereafter shall be at the risk, cost and consequences of Purchaser(/s) only.

IN WITNESS WHEREOF the Developer has set and subscribed its seal and signature hereto in the manner hereinafter appearing on the day and the year first hereinabove written.

-: THE FIRST SCHEDULE ABOVE REFERRED TO: -

ALL THOSE pieces and parcels of Lands or grounds, being Non-Agricultural Land only used for the commercial purpose bearing Survey No: 22+47/Paiki admeasuring about 13,707.85 Sq. Mtrs., Paiki 7526 sq.mts as Phase-1, situated in the Registration District Banaskantha, Sub District Deesa, Mouje Rajpur.

-: THE SECOND SCHEDULE ABOVE REFERRED TO: -

ALL THAT the **Unit/shop No**: ________, having “Carpet Area” as defined under the Real Estate (Regulation and Development) Act, 2016 admeasuring about _______ Sq. Mtrs. (equivalent to _______ Sq. Fts.), along with an undivided share in common area admeasuring about _______ Sq. Mtrs. (equivalent to _______ Sq. Fts.) and all totaling to _______ Sq. Mtrs. (equivalent to _______ Sq. Fts.) of saleable area constructed on the land more particularly described in the first schedule here above, in the scheme known as “___________________________”.

In witness whereof both the parties have hereunto set & subscribed their hands on the day and year first herein above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED
First Party of FIRST PART: The Developer

____

Pacifica Developers Pvt. Ltd.
(represented through its authorised person Mr. __________)

Second Party : Landowner

____

Kesar Buildcon Pvt. Ltd.
being represented through
its designated partner

SIGNED AND DELIVERED BY THE WITHIN NAMED THIRD PART: The Purchaser

____

IN THE PRESENCE OF

1.___________________________

2.___________________________

<u>AS PER THE SECTION 32 (A) OF REGISTRATION ACT</u>

SIGNATURE PHOTO THUMB

<u>First Party of FIRST PART: The Developer</u>

____

Pacifica Developers Pvt. Ltd.
(represented through its authorised person Mr. _________)

<u>Second Party : Landowner</u>

____

Kesar Buildcon Pvt. Ltd.
being represented through
its designated partner

____

<u>AS PER THE SECTION 32 (A) OF REGISTRATION ACT</u>

SIGNATURE PHOTO THUMB

<u>THIRD PART: The Purchaser</u>

DEVELOPER LAND OWNER PURCHASER

PHOTOGRAPHS OF THE PROPERTY

Property Postal Address: -

Address of Property: Unit No.___, "__________________", DEESA.
First Party of FIRST PART: The Developer

____

Pacifica Developers Pvt. Ltd.
(represented through its authorised person Mr. __________)

Second Party : Landowner

____

Kesar Buildcon Pvt. Ltd. being represented through its designated partner

___

Third part / Purchaser

____

DEVELOPER LAND OWNER PURCHASER

<u>ANNEXURE "A"</u>
<u>(Provisions, stipulations and covenants on the part of the Purchaser)</u>

1. The Purchaser has verified the title to the Said Land and has made aware him-self about all details and particulars thereof. The Purchaser is satisfied about the title of the said land and has accepted the same as it is, subject however to that Developer have not created any charge or encumbrance of any nature whatsoever. The Developer has given a copy of the Approved plan, Raja Chitthi, Development agreement, Society registration certificate, and the Purchaser has carefully inspected and studied the same and is satisfied about them. The Purchaser shall not be entitled to raise any special or general requisitions on title, nor shall the Developer be under any obligation to answer or satisfy the same.

2.

a) The Purchaser in conformity with these presents as aforesaid has received from the Developer the actual, physical, vacant and peaceful possession of the Said Commercial Unit as per the agreed specifications of the Scheme. The Purchaser has verified and satisfied himself about the measurement thereof. The Purchaser hereafter shall not raise any dispute, challenge or objection for the same. The Said Commercial Unit hereafter shall be at the risk, cost and consequences of the Purchaser only.

b) The Purchaser accepts and confirms that the Said Commercial Unit is duly complete in all respect, and in a good, proper and complete condition with fixtures, fittings, electrical wiring and other required amenities, facilities and services as per the plans, specifications and designs seen and approved by the Purchaser with additions, alterations or changes made therein, upon request made by the Purchaser at his risk, cost and consequences.

c) The Purchaser declares that he has no complaint or grievance of any nature whatsoever for the quality of construction and the materials used.

d) The Purchaser is not entitled for any running or separate details or particulars of land, construction, development, infrastructure, etc.

e) The Purchaser has agreed that there is no delay in the execution of the work, or delay in handing over the possession of the Said Commercial Unit, cause thereof attributable to the Developer. If there be any, the same is waived or foregone by the Purchaser without any further or future right or remedy.

3. The Purchaser shall have no claim with respect to any part of the Scheme, save and except in respect of the Said Commercial Unit and common and joint right to use, utilise and enjoy the common amenities, facilities, services, conveniences and common infrastructures of the Scheme.

4. "Carpet Area" means the net usable floor area of a unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open

terrace area, but includes the area covered by the internal partition walls of the unit.

5. The Developer to hold the internal roads and common open plots and other common amenities, facilities, services, conveniences and infrastructures of the Scheme, and Developer either itself or through Society or any Estate Management Company or Agency that may be appointed by it shall control, manage, administer, regulate and govern the operation running and maintenance of the same and the same will be vested with the Developer.

6.

a) All common expenses and outgoings of security, sweeping, cleaning, lightening, maintenance, repair, replacement, etc., of the said Project, and services, conveniences, utilities and infrastructure therein; common expenses of administrative, management, staff, personals, maintenance of accounts and records and other similar or other related matters (all Common Interest Matters); and any other expenses of common nature, as may be fixed by the Developer, shall be borne and paid by the Purchaser and other Purchasers of other premises.

b) It has been planned to generate Common Maintenance Fund (Hereinafter referred to as "CMF") to be contributed by all the Purchasers of the premises in the Project at the rate as may be fixed by the Developer. Deficit if any will be reimbursed by the Purchaser and other Purchasers as may be fixed by the Developer. Such deficit may be met with by collecting required additional CMF from the Purchaser and other Purchasers, as may be fixed by the Developer.

c) Upon the said Project is finally implemented and the premises thereof are disposed of, and all investments, interests, benefits and profits of the Developer and all other persons interested therein through them are received and recovered by them, the Developer has planned to hand over possession, control, management and administration of the Common Interest Matters to Estate Management Company. The CMF shall also be handed over the Estate Management Company. Such handing over of the Common Interest Matters may be done in part or parts at different points of time, and also at the sole option and discretion of the Developer even during the progress of implementation of the Project.

d) In the premises, the Purchaser accepts and confirm as stated below.

i) The matters and things as regards affairs of the Developer, relating to the Project and Assets of Common Use and to manage, maintain, control, regulate, monitor, look after, renovate, up-grade, etc., the Assets of Common Use will be attended by the Developer so as to best serve the interest and purpose of the Assets of Common Use, subject to other provisions herein thereafter, the Developer may, at its discretion, continue its role in management as herein and/or, withdraw the said services by giving _____ months written notice at any time thereafter.

ii) The Developer may manage the matters and things relating to the Assets of Common directly, and in doing so may directly appoint employees on its payroll or appoint agencies to provide various services concerning the same.

iii) The Developer may appoint an Estate Manager and other supporting staff for day to day management of the Project and its Assets of Common Use on its pay role.

iv) Common Maintenance Expenses and CMF to be handled, managed, parked / invested, used, utilized, etc. in the hands of, or, by the Developer.

v) The Developer may hire professional managers and/or management agency for supervision and management of the Assets of Common Use. Direct or pro-rata charges and overheads for such services will be payable by the Developer.

vi) The Developer will attend all matters and things herein, including attending the financial transactions and the same shall be done in a transparent manner duly accounted for.

vii) The Common Maintenance Expenses will be payable by the Purchasers upon handing over of possession by the Developer to them, and the Developer will not be required to contribute towards un-sold units in its hand until.

viii) All the matters and things handled and attended by the Developer herein will be at the risk and consequences of the Purchasers of the Project. However, the Developer will attend the same bonafide as a man of reasonable prudence.

ix) The Purchasers of the Project will be required to obtain permission of the Society to sell, or otherwise deal with or dispose of their commercial units. If the Purchasers shall sell or otherwise deal with or dispose of the Said Commercial Unit, the same shall always be subject to prior permission, approval and no objection of the Society, failing which any such transaction shall be null and void and shall not take effect. The Society will be entitled to charge by way of transfer fees Rs.__________/- (Rupees only) as may be fixed from time to time by the Society / Developer.

x) The Purchasers of the Project will be required to obtain permission of the Society to rent/lease their commercial units. The Society will be entitled to charge 2 times the monthly maintenance amount for the rental period, along with any incremental property tax, or such higher amount as may be fixed from time to time by the Society.

xi) The use of Common Plot/s and/or any other service from the Assets of Common Use may be decided by the Developer to be given for private function on payment of charges to the Society as may be fixed. However, no such activity shall be conducted which in the opinion of the Developer is not in the general interest of the Project and Purchasers.

xii) Any of the aforesaid matters and things may be changed, modified, revised, altered, added, substituted, etc. from time to time by the Developer.

xiii) The Purchaser regularly without any delay or default shall pay the Maintenance, Administrative and other Management charges fixed or that may be levied, charged or imposed by the Society / the Developer from time to time. Without prejudice to the other rights and remedies of the Developer / the Society provided under the bye-laws or otherwise available under the law, in case of regular or continuing delay or default in making such payment or part thereof, the Society may by a vote of two-third majority in its General Body Meeting remove and expel the Purchaser from the Purchasership of the Society. Consequently, the allotment of the Said Commercial Unit shall stand cancelled and revoked, and the Society will have right of re-entry in the Said Commercial Unit, and the Society will be entitled to dispose of the said Commercial Unit by way of allotment, rent or otherwise as the Society in the General Body Meeting by majority may decide. The exercise of such authority by the Society shall precede thirty days prior written notice in advance by the Society, and the Purchaser has failed to remedy such breach or delay within this period of thirty days.

xiv) The decision of the Developer in all matters and things aforesaid shall be final and binding upon the Purchasers and the Society.

e) Notwithstanding other provisions herein, the Developer, at its sole discretion, may work out any arrangement to attend the Common Interest Matters and Assets of Common Use, under any agreement with any person whomsoever on such terms and conditions as may be finalized by it, and the same shall be binding upon the Purchaser.

7. All rates, charges, GST, taxes, cesses, assessments and all other out-goings in respect of the Said Commercial Unit levied, charged, or imposed by Taluka / Nagar / Gram Panchayat or by any local body or authority shall be borne and paid by the Purchaser. Till the Said Commercial Unit is not specifically assessed for the same, the Purchaser shall pay to the Society / Developer such amount as may be fixed by them in advance towards such payments and other outgoings.

8. If any amount hereafter becomes payable to TALUKA / NAGAR / GRAM PANCHAYAT, Town Planning Authority, State Government or other public authority like betterment charges or development taxes or payment of similar and/or any other nature becoming payable by the Developer, the same shall be paid by the Purchaser, and if necessary the same shall be apportioned.

9.

a) The Purchaser shall maintain at its cost the Said Commercial Unit in the same good condition, state and order in which it is delivered to them and shall abide by all bye-laws, Rules and Regulations of the Government, Urban Development Authority, Nagar Panchayat, District Panchayat, Electricity Company, local bodies and other authorities and shall attend, answer and be responsible for all actions.

10.

a) The outside elevation, design and colour scheme of the Said Commercial Unit shall be maintained and shall not be changed.

b) The Purchaser shall not put up any additional construction or make any additions or alterations in the Said Commercial Unit without the written consent of the Society / Developer.

11.

a) If anything, in or about or relating to the Said Commercial Unit, is hereafter required to be carried out or observed or satisfied by the Government, District Panchayat, or any statutory authority, the same shall be carried out or observed or satisfied by the Purchaser.

b) If any amount becomes payable to the Dessa Urban Development Authority (TALUKA / NAGAR / GRAM PANCHAYAT), the State Government or other public authority like betterment charges or development taxes or any other charges, the same shall be reimbursed by the Purchaser as may be fixed by the Developer or levied by the authority.

c) If any penalty, premium or any other charges are levied by TALUKA / NAGAR / GRAM PANCHAYAT or any other authority in respect of any additions or alterations already part of the Said Commercial Unit at present or that may be made hereafter by the Purchaser, the same shall be borne and paid by the Purchaser. If the same are of common nature, by the Purchaser in common with others.

12. The Purchaser shall not throw dirt, garbage or other refuses or permit the same to be thrown from the Said Commercial Unit or for the purpose of construction or repair of any part of the construction in the common portions like roads, Common Open Land or any other. Similarly, the Purchaser also shall not keep or store or park any materials, articles or things for the purpose of construction or otherwise out-side the Said Commercial Unit, on the internal roads or any other common areas.
13. Any delay in enforcing the terms and conditions herein shall not be considered as a waiver on the part of the Society or the Society or Estate Management Company.
14. The scheme shall be under the over-all control and management of the Developer and the decision of the Developer in all matters relating thereto including code of conduct, rules and regulations for use, occupation and enjoyment of the common amenities, facilities and services as well as infra-structures in the scheme shall be final, conclusive and binding upon the Purchaser.
15. It has been agreed that the Society / Developer may during the implementation of Scheme, make changes, modifications or alterations in the scheme in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Purchaser. Such changes or modifications or alterations shall be binding upon the Purchaser and to that extent the terms and conditions, rights and obligations of the Purchaser

under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration under any circumstances shall not prejudicially effect the right of the Purchaser to the Said Commercial Unit.

16. The Purchaser hereby declares that he has read, understood and agreed to each and every conditions, provisions, stipulations and covenants herein before execution hereof.

17. The letters, receipts and/or notices issued by the Developer / Society, dispatched Under Certificate of Posting to the address of the Purchaser as known to it will be sufficient proof of receipt of the same by the Purchaser, and shall completely and effectively discharge the Project Developer / Society.

18. The scheme shall always be known as "____________________", and this name shall not be changed in any circumstances.

19.

a) The said Scheme with all common amenities, facilities, services, conveniences and infra- structures agreed to be provided by the Developer is being completed, subject to other provisions herein. The Purchaser shall have no compliant or grievance for the same.

20.

a) The said amount paid by the Purchaser to the Developer as aforesaid does not include the amounts payable towards the stamp duty, registration charges, legal fees and all other out of pocket expenses in the matter of purchase of the Said Land

and making available and handing over of the Said Commercial Unit; charges for electricity connection, which shall include laying of cable and other installation charges and deposits payable to the Electricity Company; TALUKA / NAGAR / GRAM PANCHAYAT development charges and security fees; all taxes and charges of every description whatsoever levied, charged or imposed by State Government, Central Government or by any authority whatsoever under any law, including without limitation revised NA charges, service tax, sales tax, labour welfare, value added tax, GST, betterment charges, etc.; amounts in any form whatsoever, and the same shall be paid by the Purchaser at the time of handing over of possession of the Said Commercial Unit to the Purchaser. If any of the above charges become payable after handing over of possession, they will be paid immediately upon request by the Developer/Society. The amount as may be fixed by the Developer for or towards the same shall be final, conclusive and binding upon the Purchaser.

b) Notwithstanding the gross / net plot area is reduced due to Development Plan or Town Planning Scheme proposed by the concerned authority, the amounts paid or payable under these presents shall not be liable to be reduced and/or refunded.

21. The responsibility of the Developer is till the completion of implementation of the Project actually at site. The Developer will take all steps and put in all efforts and give all technical support to obtain necessary permissions, approvals, etc. including Building use

Permission, which may be required to be obtained from the local authority, or as regards any matter or thing relating to the Project. However, the Developer shall not be responsible for any delay in obtaining / granting any such permission, approval, etc. by the concerned authority for any reasons. The Purchaser shall not delay or withhold any payment in case there is a delay / inability in obtaining any permission, including Building Use Permission.

22. The Purchaser, as the context may require, shall also include his representatives, occupiers, authorised person, successors, assigns and all and every other person or persons to claim under him/her/it.

23. The promoter shall not have any claim on FSI, additional FSi and Terrace rights after the building use permission is obtained, such rights if any will be owned by the "Association of Allottee".

24. THE PURCHASER shall participate towards formation of an association or service society of the Purchasers

25. 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 Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this

Agreement shall remain valid and enforceable at the time of execution of this Agreement.

26. ENTIRE AGREEMENT: - 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, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Unit, as the case may be.

27. DISPUTE RESOLUTION: Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to Gujarat Real Estate Regulatory Authority, as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder including the amendments thereto.