

Model Form of Agreement

**THE PARTIES OF
THE FIRST PART
PROMOTER /DEVELOPER**

**SILICONE INFRA
(PARTNER : MUKESHKUMAR D. PATEL)
PAN No. ABQFS4103D
A partnership firm F/5, Plot No. 291 Sector -
22,
Gandhinagar**

**THE PARTIES OF
THE SECOND PART**

**XXXXXXXXXXXX
Plot No. 470/1, Sector- , Gandhinagar
PAN No. ACCPV4 D**

**I INTENDING
ALLOTTEE /PURCHASER**

**KNOW ALL MEN BY THESE PRESENTS, THAT THIS AGREEMENT TO
SALE, is made between the party of the FIRST PART – THE PROMOTER,
DEVELOPERS and party of the SECOND PART – THE INTENDING
INTENDING ALLOTTEE at Gandhinagar (Gujarat) today.**

WHEREAS, the the (1) HETAL MUKESHKUMAR PATEL (2) HARA
MUKESHKUMAR PATEL (3) YASH MUKESHKUMAR PATEL (4)
PRAVINBHAI MAGANLAL PATEL (5) MUKESHKUMAR DHARMABHAI
PATEL (6) PRAVINBHAI DAHYABHAI PATEL is the owner and possessor of the
N.A. land bearing BLOCK NO.167/1, final Plot NO.137 of Town Planning Scheme NO.2,
admeasuring 3485.00Sqr.Mtrs. situated at VILLAGE: KOBA, TALUKA & DIST.
GANDHINAGAR. in the registration District and sub Dist. Gandhinagar.. more
particularly described in the First Schedule

AND WHEREAS the (1) HETAL MUKESHKUMAR PATEL (2) HARA
MUKESHKUMAR PATEL (3) YASH MUKESHKUMAR PATEL (4)
PRAVINBHAI MAGANLAL PATEL (5) MUKESHKUMAR DHARMABHAI
PATEL (6) PRAVINBHAI DAHYABHAI PATEL entered into a development
Agreement with the party of the FIRST PART which is executed before sub-register,
Gandhinagar vide registration NO. 11632 Dated 09/08/2016. As per this
Development agreement the party of the First part can Develop, sale, and collect the
consideration price from the Second party

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings
on the project land;

AND WHEREAS the Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct Three Building Name Block A, B, of High Rise Residential Building & One Block C Of commercial Building on the project Name **SILICONE HILLS**

AND WHEREAS the Intending Intending Allottee is offered an Shop / Flat No. XX adm. 00.00 Sq. Mtrs. carpet area area `on the XX floor,(herein after referred to as the said “Shop”) in the A/B/C Block of the Building called(herein after referred to as the said “Building”) being constructed in the phase of the said project, by the Promoter

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no : PR/GJ/GANDHINAGAR/GANDHINAGAR/OTHERS/CAA01939/080318 authenticated copy is attached in Annexure ‘B’;

AND WHEREAS on demand from the Intending Allottee, the Promoter has given inspection to the Intending Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the Intending Allottee if satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Shop/Flat are constructed or are to be constructed have also been inspected by the Intending Allottee and is satisfied in respect of the same.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project has also been inspected by the Intending Allottee,

AND WHEREAS the authenticated copies of the plans and specifications of the Shop / Flat agreed to be purchased by the Intending Allottee has been annexed and marked as Annexure A

AND WHEREAS the Promoter has got some of the approvals from the Gandhinagar Urban Development Authority, vide Latter No. PRM/KOBA/350/10/2013/2415/2018 Dated 17/04/2018. and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only

the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Intending Allottee has applied to the Promoter for allotment of an Shop / Flat No. XX on XX floor situated in the building No. X being of the said Project Name `` **SILICONE HILLS** '',

AND WHEREAS the carpet area of the said Shop/ Flat is 00.00 square meters and "carpet area" means the net usable floor area of a Shop/ Flat , 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 Shop / Flat.

AND WHEREAS, 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;

AND WHEREAS, prior to the execution of these presents the Intending Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Shop / Flat agreed to be sold by the Promoter to the Intending Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Intending Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Shop / Flat with the Intending Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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 Intending Allottee hereby agrees to purchase the Shop / Flat .

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter shall construct the said buildings `` **SILICONE HILLS** '' consisting of basement and ground & stilt, Seven upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Intending Allottee in respect of variations or modifications which may adversely affect the Shop / Flat of the Intending Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Intending Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Intending Allottee Shop / Flat No. XX of carpet area admeasuring 00.00 sq. metres XX floor in the building for the consideration of price of Rs. 0,00,000/- is cost of land and Rs 00,00,000/- for construction became total Sale consideration price **Rs.00,00,000 /- (Rupees Lacs Only)** Including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith

(ii) The Intending Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Intending Allottee area shown in following Table forming part of the Shop / Flat That Include in Above consideration

Shop / Flat No.	Carpet Area Sq. Meter	Balcony Sq. Meter	Wash Area Sq. Meter	Open Terrace Sq. Meter
XX	00.00	00.00	00.00	00.00

(vi) The Intending Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Intending Allottee open parking spaces situated Ground / Cover Parking at Basement and stilt being constructed in the layout That Include in Above consideration.

Terrace Right is not include in above consideration. Promoter have the Terrace Right of all building. Promoter have not recived any amount for Terrace from Allottee.

1(b) The total aggregate consideration amount for the Shop / Flat mentioned herein above from clause 1 a (i) to (vii) is thus Rs.00,00,000 /-

1(c) The Intending Allottee has paid on or before execution of this agreement a sum of Rs 00,00,000 (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs.00,00,000 (Rupees) in the following manner :-

No.	Amount	Payment Stage
1	0000	after the execution of Agreement - (30% of the total consideration)
2	200000	completion Plinth of the building-45% of the total consideration
3	200000	completion of the walls, internal plaster, floorings doors
4	200000	completion of the Sanitary fittings, staircases, lift wells, lobbies
5	200000	completion of the external plumbing and external plaster
6	200000	completion of the lifts, water pumps, electrical fittings,
7	200000	at the time of possession
	XXXX	(Rupees XXXXe Thousand Only)

1(d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods & Service Tax or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Shop /

Flat , which shall be separately payable by the Intending Allottee in the manner as may be decided by the Promoter.

1(e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Intending Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Intending Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Intending Allottee by discounting such early payments @ 8 % per annum for the period by which the respective instalment 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 Intending Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Intending Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Intending Allottee within forty-five days with annual interest at the rate of __%, from the date when such an excess amount was paid by the Intending Allottee. If there is any increase in the carpet area allotted to Intending Allottee, the Promoter shall demand additional amount from the Intending Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Intending Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Intending Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building/wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Shop / Flat to the Intending Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Shop / Flat .

2.2 Time is essence for the Promoter as well as the Intending Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Shop /Flat to the Intending Allottee and the common areas to the association of the Intending Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Intending Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 6075 square meters only and Promoter has planned to utilize 2500 square meters Floor Space Index of by FSI available on payment of premiums or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Intending Allottee has agreed to purchase the said Shop / Flat based on the proposed construction and sale of Shop / Flat s to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Shop / Flat to the Intending Allottee, the Promoter agrees to pay to the Intending Allottee, who does not intend to withdraw from the project, interest at the rate of 8% per annum, on all the amounts paid by the Intending Allottee, for every month of delay, till the handing over of the possession. The Intending Allottee agrees to pay to the Promoter, interest at the rate of 8% per annum, on all the delayed payment which become due and payable by the Intending Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Intending Allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Intending Allottee committing default in payment on due date of any amount due and payable by the Intending Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Intending Allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Intending Allottee, by Registered Post AD at the address provided by the Intending Allottee and mail at the e-mail address provided by the Intending Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Intending Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Intending Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration

of the Shop / Flat which may till then have been paid by the Intending Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its option in the said building and the Shop / Flat

6. The Promoter shall give possession of the Shop / Flat to the Intending Allottee on or

before...30 day of march 2018 . If the Promoter fails or neglects to give possession of the Shop / Flat to the Intending Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Intending Allottee the amounts already received by him in respect of the Shop / Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon

is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Shop / Flat on the aforesaid date, if the completion of building in which the Shop / Flat is to be situated is delayed on account of –

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the allottee as and the payment made by the allottee as per agreement shall offer in writing the possession of the Shop / Flat , to the Intending Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Shop / Flat to the Intending Allottee. The Promoter agrees and undertakes to indemnify the Intending Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Intending Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Intending Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Intending Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Intending Allottee shall take possession of the Shop / Flat within 15 days of the written notice from the promotor to the Intending Allottee intimating that the said Shop / Flat s are ready for use and occupancy:

7.3 Failure of Intending Allottee to take Possession of [Shop / Flat : Upon receiving a written intimation from the Promoter as per clause 7.1, the Intending Allottee shall take possession of the Shop / Flat 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 Shop / Flat to the Intending Allottee. In case the Intending Allottee fails to take possession within the time provided in clause 7.1 such Intending Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Shop / Flat to the Intending Allottee, the Intending Allottee brings to the notice of the Promoter any structural defect in the Shop / Flat or the building in which the Shop / Flat are then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Intending Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.

8. The Intending Allottee shall use the Shop / Flat or any part thereof or permit the same to be used only for purpose of residence only. He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Intending Allottee along with other Intending Allottee(s) of Shop / Flat s in the building shall join in forming and registering the Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Intending Allottee, so as to enable the Promoter to register the common organisation of Intending Allottee. No objection shall be taken by the Intending Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies .

9.1 Within 15 days after notice in writing is given by the Promoter to the Intending Allottee that the Shop / Flat is ready for use and occupancy, the Intending Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Shop / Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed, the Intending Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Intending Allottee further agrees that till the Intending Allottee's share is so determined the Intending Allottee shall pay to the Promoter provisional monthly contribution of Rs. 750 per month towards the outgoings. The amounts so paid by the Intending Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the society or the association or the limited company as aforesaid.

10. Over and above the amounts mentioned in the agreement to be paid by the Intending Allottee, the Intending Allottee shall on or before delivery of possession of the said premises shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.

11. The Intending Allottee shall pay to the Promoter all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Intending Allottee shall pay to the Promoter, the Intending Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Intending Allottee shall pay to the Promoter, the Intending Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Intending Allottee as follows:

i. The Promoter has clear and marketable title with respect to the project land; as declare in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter

has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing 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 Intending Allottee 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 project land, including the Project and the said Shop / Flat which will, in any manner, affect the rights of Intending Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever

from selling the said Shop / Flat to the Intending Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of

Intending Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the Common areas of the Structure to the Association of the Intending Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed 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 to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative

enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Intending Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Shop / Flat may come, hereby covenants with the Promoter as follows :-

i. To maintain the Shop / Flat at the Intending Allottee's own cost in good and tenantable repair and

condition from the date that of possession of the Shop / Flat is taken and shall not do or

suffer to be done anything in or to the building in which the Shop / Flat is situated which

may be against the rules, regulations or bye-laws or change/alter or make addition in or

to the building in which the Shop / Flat is situated and the Shop / Flat itself or any part

thereof without the consent of the local authorities, if required.

ii. Not to store in the Shop / Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Shop / Flat is situated or storing of which goods is objected to by

the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Shop / Flat is situated, including entrances of the building in which the Shop / Flat is situated and in case any damage is caused to the building in which the Shop / Flat is situated or the Shop / Flat on account of negligence or default of the Intending Allottee in this behalf, the Intending Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Shop / Flat and maintain the Shop / Flat in the same condition, state and order in which it was delivered by the Promoter to the Intending Allottee and shall not do or suffer to be done anything in or to the building in which the Shop / Flat is situated or the Shop / Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Intending Allottee committing any act in contravention of the above provision, the Intending Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Shop / Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Shop / Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop / Flat is situated and shall keep the portion, sewers, drains and pipes in the Shop / Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Shop / Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Shop / Flat without the prior written permission of the Promoter and/or the Society.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Shop / Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop / Flat in the compound or any portion of the project land and the building in which the Shop / Flat is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving

water, electricity or any other service connection to the building in which the Shop / Flat is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Shop / Flat by the Intending Allottee for any purposes other than for purpose for which it is sold.

ix. The Intending Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Shop / Flat until all the dues payable by the Intending Allottee to the Promoter under this Agreement are fully paid up.

x. The Intending Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Shop / Flat s therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Intending Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body/Federation regarding the occupancy and use of the Shop / Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. The Intending Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. The Intending Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Intending Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Shop / Flat s or of the said any part thereof. The Intending Allottee shall have no claim save and except in respect of the Shop / Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Shop / Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Intending Allottee who has taken or agreed to take such Shop / Flat .

18. BINDING EFFECT

Forwarding this Agreement to the Intending Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Intending Allottee until, firstly, the Intending Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Intending Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Intending Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Intending Allottee 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 Intending Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Intending Allottee, application of the Intending Allottee shall be treated as cancelled and all sums deposited by the Intending Allottee in connection therewith including the booking amount shall be returned to the Intending Allottee without any interest or compensation whatsoever.

19. RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties.

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO INTENDING ALLOTTEE/SUBSEQUENT INTENDING 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 Project shall equally be applicable to and enforceable against any subsequent Intending Allottees of the Shop / Flat , in case of a transfer, as the said obligations go along with the Shop / Flat for all intents and purposes.

21. 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 as applicable at the time of execution of this Agreement.

22. FURTHER ASSURANCES

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.

23. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Intending Allottee.

24. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

SCHEDULE “ I ” ABOVE REFFRED TO :-

All that piece and parcel of land of residential Non –Agricultural land bearing Block No.167/1, Final Plot No.137, Tps-2 situated lying and being at village koba, Taluka and district of Gandhinagar admeasuring about 3485 mtrs is bounded as under :

On or towards the East : Final Plot No.141
On or towards the West : Final Plot No.121/1
On or towards the North : 80.00 Mtrs Road
On or towards the South : Final Plot No.121/1
.

SCHEDULE “ II ” ABOVE REFFRED TO :-

All That **Flat / Shop No. XX, XX** Floor, herein Carpet area admeasuring xx sq. mtrs Situated in “ **Slicone HILLS**” scheme constructed on the land more particularly described in Above SCHEDULE-1. The shop / Flat No XX ON Floor, is bounded as under :-

On or towards the East :
On or towards the West :
On or towards the North :
On or towards the South :

SCHEDULE “ III ” ABOVE REFFRED TO :-

Common parking	Lift - 1 NO.
Common terrace	Underground/overhead tank
Main Gate	Tubewell

First Schedule Above Referred to Description of the land and all other details.
Second Schedule Above Referred Description of the Shop / Flat and . Third
Schedule Above Referred to here set out the nature, extent and description of common
areas and facilities.

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Second Schedule Above Referred Description of the Shop / Flat and . Third
Schedule Above Referred to here set out the nature, extent and description of common
areas and facilities.

In witness whereof , the parties hereto have hereunto set and subscribe their hands
hereunder on this date 2018 at Gandhinagar

SIGNED AND DELIVERED BY THE WITHIN NAMED
Intending Allottee:

photograph

in the presence of WITNESSES:

1. Name _____
Signature _____
2. Name _____
Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter:

.

SCHEDULE 'A'
PLEASE INSERT DESCRIPTION OF THE [SHOP / Flat] AND THE
GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES
IN
ALL FOUR DIRECTIONS

SCHEDULE 'B'
FLOOR PLAN OF THE SHOP / Flat

ANNEXURE –A

(Authenticated copies of the plans and specifications of the Shop / Flat agreed to be
purchased by the Intending Allottee as approved by the concerned local authority)

ANNEXURE –B
(Authenticated copy of the Registration Certificate of the Project granted by the Real
Estate Regulatory Authority)

ANNEXURE – C

(Specification and amenities for the Shop / Flat)

Received of and from the Intending Allottee above named the sum of Rupees
..... on execution of this agreement towards Earnest Money Deposit or
application fee I say received.