

Project Registration No.PR/GJ/AHMEDABAD/SANAND/AUDA/RAA00482/171017

ORIGINAL
AGREEMENT FOR SALE

This Agreement for Sale made at Ahmedabad on this _____ day of _____
in the year Two Thousand and _____ between:

APPLEWOODS ESTATE PRIVATE LIMITED (CIN - U45201GJ2007PTC052343),
a Company incorporated under the Companies Act, having its Registered Office at Block
No. 16, Abhishree Corporate Park, Opp. Swagat Bungalows BRTS Stop, Iscon–Ambli
Road, Ahmedabad–380058 (Gujarat-India), hereinafter called “THE PROMOTER”
(which expression shall unless it be repugnant to the context or meaning thereof be
deemed to include its successors in interest and assigns) of One Part; and

Mr. / Mrs. / Ms. / M/s. _____ (PAN No. _____) and Mr. / Mrs. / Ms. / M/s. _____ (PAN No. _____) residing at / having its Office / Registered Office at: _____ hereinafter called "THE ALLOTTEE" [which expression shall unless it be repugnant to the context or meaning thereof be deemed to include (in case of individual) his / her heirs, legal representatives, executors, successors, administrators and assigns; (in case of HUF) members of the HUF as at present and from time to time and their respective heirs, executors, successors and permitted assigns; (in case of Trust) Trustees, beneficiaries and office bearers as at present and from time to time; (in case of Proprietorship firm) the heirs and legal representatives, executors, successors, administrators and assigns; (in case of Partnership firm) partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of Company) successors and permitted assigns; (in case of Corporation) successors and assigns] of the Other Part.

The Promoter and the Allottee are hereinafter collectively referred to as the "Parties" and individually as the "Party";

WHEREAS:

1. By various conveyances executed between the different vendors (hereinafter referred to as "the Vendors") and the Promoter, the Vendors had sold absolutely to the Promoter an immovable property being the land parcels in the villages of Sarkhej and Sanathal, falling within Ahmedabad District and both the parcels of lands of Sarkhej and Sanathal aggregate to a total of approximately 6,12,002 Sq. Yards equivalent to about 5,11,707 Sq. Mtrs. more particularly described in FIRST SCHEDULE hereunder written (hereinafter referred to as "the Township Land") and the Promoter has planned development of a township comprising of Bungalows/Villas, residential villas and commercial space on the Project Land;
2. The Promoter inter-alia, as a part of the Township, is developing residential villas of different types and structures known as "APPLEWOODS VILLAS" under the different names "Santolina", "Sidalcea", "Semillon" and "Silene" (hereinafter referred to as "the Scheme" or "said Scheme") on part of the Township Land admeasuring approximately 2,13,063 Sq. Mtrs. (hereinafter referred to as "the Scheme Land"), seized and possessed by the Promoter to which the Promoter is

well and sufficiently entitled to, more particularly described in the SECOND SCHEDULE hereunder written.

3. The Government of Gujarat, Urban Development and Urban Housing Department, as per power and authority conferred upon it under Section 122 (1) of the Gujarat Town Planning and Urban Development Act, 1976 has framed and sanctioned “Regulations for Residential Township, 2009” (Hereinafter referred to as the “Township Regulations”);
4. The Promoter had submitted a residential township proposal and submitted its Master Plans in terms of the Township Regulations, for obtaining permission to develop a residential township on the Township Land, consistent with the Applicable Law (as defined hereinafter), governing or controlling the same;
5. The Promoter has been granted in-principle permission by the Government of Gujarat for the proposed development of a Residential Township on the Township Land by virtue of the Order No. PRCH-102010-3013-B(Applewood)-L dated 28.05.2010 (hereinafter referred to as the “Order” issued by the Section Officer, Urban Development and Urban Housing Department, in terms of Section 29(1)(ii) of the Gujarat Town Planning and Urban Development Act, 1976, in accordance with the provisions and conditions contained in the Schedule and Annexure-I appended to the said Order of 28.05.2010).The expression “the Promoter” in this Agreement shall mean and include “Township Developer” as that expression is described or used in the Township Regulations;
6. The Promoter has received the Development Permission, dated 25-05-2011, bearing No. PRM/386/8/2010/331 issued by Ahmedabad Urban Development Authority. The Promoter has also received the Development Permission, dated 02-06-2012, bearing No. PRM/20/1/2012/302 issued by Ahmedabad Urban Development Authority. The Promoter has also received the Development Permission, dated 27-11-2013, bearing No. PRM/347/7/2012/443 issued by Ahmedabad Urban Development Authority. The Promoter has also received the Development Permission, dated 20-06-2014, bearing No. PRM/33/1/2014/173 issued by Ahmedabad Urban Development Authority;

7. The Promoter has received the Environment Clearance, dated 13-09-2011, bearing No. SEIAA/GUJ/EC/8(b)/203/2011 issued by the State Level Environment Impact Assessment Authority Gujarat, Government of Gujarat. There are amendments to the Environmental Clearance on date 11-07-2013 bearing no. EIA-10-2010-667-E-1044 issued by the State Level Expert Appraisal Committee, Gujarat, and on date 19-07-2013 bearing reference no. SEIAA/GUJ/EC/8(b)/188/2013 issued by the State Level Environment Impact Assessment Authority Gujarat;
8. The Promoter has received a NOC for Height Clearance, dated 10-12-2011, bearing No.AHME/ WEST/ B/100711/ 012 and dated 04-03-2016, bearingNo. AHME/WEST/B/030116/122099 issued by the Airports Authority of India;
9. The Promoters are entitled and enjoined upon to construct buildings on the projectland;
10. The Promoter is in possession of the project land;
11. The Promoter has planned to construct on the Project Land,total 396 number of Villas;
12. The Competent Authority has granted the Building Use Permission bearing reference no. _____ DT:_____, usage no. _____ dated _____ for the Villa (as defined hereinafter);
13. The Allottee is offered a Villa more particularly described in THIRD SCHEDULE hereunder annexed and the Promoter has agreed to sell the same to the Allottee in the manner and on the terms and conditions mentioned herein(hereinafter referred to as the said “Villa” or “the said Villa”). The Floor Plan of the Villa is annexed herewith as ANNEXURE-A to this Agreement;
14. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s. **HCP Design & Project Management Pvt. Ltd.**, Ahmedabad and of such other documents as are

specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made there under (hereinafter referred to as "the said Act") and the Allottee is satisfied in respect of the same;

15. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of 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 villa are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect of the same;
16. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority has been inspected by the Allottee;
17. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority and according to which the construction of the villas and open spaces are proposed to be provided for on the said project has also been inspected by the Allottee;
18. The authenticated copies of the specifications of the Villa agreed to be purchased by the Allottee has been annexed and marked as ANNEXURE-C;
19. The Promoter had accordingly commenced and in process of the construction of the villas in the Said Scheme in accordance with the said approved plans;
20. The Allottee has applied to the Promoter for allotment of a Villa;
21. The carpet area of the said Villa is admeasuring approx. ____Sq. Yards (____Sq. Mtrs.)and "carpet area" means the net usable floor area of the Villa, 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 Villa;
22. The Allottee has, prior to the execution of this Agreement, perused, studied and examined to his satisfaction, details of title of the Township Lands, Project Land,

Township Regulations, Order, Regulatory Provisions, Sanctioned Development Plans (as defined hereinafter), specifications and designs of the said Scheme, Common Amenities (as defined hereinafter) and all other relevant and related matters and things and has no objection to the same. The Allottee has inspected the site and acquainted himself with the Villa (as defined hereinafter), said Scheme and Township Project. The copies of the Title Report of the Scheme Land are annexed herewith as ANNEXURE-F to this Agreement;

23. 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;

24. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs._____/ - (Rupees _____ only), being part payment of the sale consideration of the Villa agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner as specified in the Payment Plan attached hereto as ANNEXURE-D;

25. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Villa with the 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 Allottee hereby agrees to purchase the Villa.

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

DEFINITIONS:

Unless otherwise clearly required by the context, the following terms when capitalized shall have the respective meanings as defined below:

1. “Applewoods Township” or “said Township” shall mean and include development and construction of residential, commercial and other schemes and developments, Township Infrastructure, common amenities and other facilities of the schemes in general, etc. on the Township Land, by the Promoter, including any additions, omissions, modifications, changes, and alterations therein from time to time and sanctioned by the sanctioning authority.
2. “Applicable Law” shall mean and include Regulations for Residential Townships, 2009, the Real Estate (Regulation and Development) Act, 2016, the Gujarat Real Estate (Regulation and Development) General Rules, 2017, and such other Acts, Order, Rules, Regulations, Notifications, Communiques, etc., in force and in force from time to time and as may be amended from time to time, that may be applicable to the said Township from time to time.
3. “Common Amenities” or “Assets of Common Use” shall mean and include Common Amenities, facilities, Services, infrastructure and Common Areas of the Said Scheme.
4. “Consideration” shall mean the total amount payable by the Allottee as per ANNEXURE-D under this Agreement.
5. “Earnest Money Deposit” (EMD) shall mean the amount equivalent to 7.5% of the Basic Price of the Villa as per ANNEXURE-D. EMD constitutes a part of the Consideration and is non-refundable except as mentioned herein this Agreement.
6. “Villa” or “Said Villa” shall mean usable space of the self-contained residential unit, more particularly described in THIRD SCHEDULE and only related Floor Space Index (FSI) used for the same.
7. O & M Company shall mean “Stanford Operations & Maintenance Private Limited”, one Such Entity (defined hereinafter) to run, operate, maintain, manage and deal with “Township Infrastructure” (as defined hereinafter) and other matters of common interest of Township Schemes as it may undertake; and to hold, collect, use, spend and generally deal with the “Township Infrastructure Maintenance Charges” and to attend and engage in other related required financial and other matters.
8. Service Society shall mean “The Applewoods Co-operative Housing Service Society Limited Vibhag-1”, one Such Entity (defined hereinafter) to run, operate, maintain, manage and deal with “Common Amenities” (defined hereinabove) either itself or through O&M Company or through other agencies; and to hold, collect, use, spend and generally deal with the “Community” (Scheme) Maintenance Charges” and generally to attend and engage in other related required financial and other matters.

The Service Society for all purposes of the said Act, if required, shall be treated as Association of Allottees with the rights and obligations as per said Act.

9. "Such Entity" shall mean O&M Company, Service Society, or any Apex Body, Federation or any other entity as may be appointed, notified, nominated or authorized by the Promoter for any purposes of Township Infrastructure, Common Amenities, other common amenities and infrastructure of Township Project and for any and all purposes of and under this Agreement.
10. "Sanctioned Development Plans" shall mean all the plans, drawings, approvals, designs, sanctions, etc. for the said Township Project and Said Scheme and shall include any additions, omissions, modifications, changes, and alterations therein from time to time.
11. "Township Infrastructure" shall mean and include facilities and infrastructure in the said Township like cross over roads, water supply, drainage lines, water purification facilities, water disposal facility, solid waste disposal, public parks and gardens among others.

INTERPRETATION:

In this Agreement, unless the context requires otherwise:

1. Reference to the singular includes a reference to the plural and vice versa;
2. Reference to any gender includes a reference to all other genders;
3. Reference to the Allottee as "he, him, his, or himself" in the body of this Agreement shall read with its grammatical variation as applicable for the Allottee, being "she, her or herself"; it, it's or itself; they, them, or themselves;
4. Reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation;
5. Any word or phrase defined in the body of this Agreement as opposed to being defined in "Definitions" above, or not specifically defined in "Definitions" above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context;
6. The Schedules, Annexures, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;
7. Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute, plan, policy, approvals or the like shall mean a reference to the same as may have been duly amended, modified or replaced from time to time. For

the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s); and

8. Recitals of this Agreement shall form an integral part of this Agreement and shall be read together for arriving at the correct and full meaning and interpretation of this Agreement.

TERMS AND CONDITIONS:

1. The Promoter has constructed the said Villa 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 may make variations or modifications, required by any Government authorities or due to change in law or the Promoter may desire.

- 1.(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the Villa for the consideration of the Villa as mentioned in and in such manner as specified in the Payment Plan attached hereto as ANNEXURE-D.

(ii)The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee “balcony/verandah 1” having area admeasuring _____Sq. Yards (equivalent to _____Sq. Mtrs.) forming part of the Villa the consideration of which is included in total sale consideration.

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee “balcony/verandah 2” having area admeasuring _____Sq. Yards (equivalent to _____Sq. Mtrs.) forming part of the Villa for the consideration which is included in total sale consideration.

(iv)The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee open terrace having area admeasuring _____Sq.Yards (equivalent to _____Sq. Mtrs.) forming part of the Villa for the consideration which is included in total sale consideration;

(v) The Villa is constructed in accordance with the Sanctioned Development Plans, the requisite approvals, permissions already granted, which the Allottee has examined and understood. The Competent Authority has granted the Building Use Permission for the said Villa. The Promoter may make such additions, omissions, modifications, changes and alterations, as may be required under the Applicable Law, and/or which the Promoter at its sole discretion otherwise may consider desirable for or in the development of the said Township or to obtain, accommodate and use full and more FSI as may become available from time to time.

(vi) The Allottee is aware about the Applicable Law and is also aware that certain approvals, sanctions, permissions, etc. are / may be in the process of being granted and that they may be granted in due course of time and that conferring of title of the Villa shall be subject to the terms and conditions of such approvals or permissions and Sanctioned Development Plans.

(vii) The specifications of the Villa are as per ANNEXURE-C to this Agreement, subject to other terms and conditions.

(viii) The Layout plan of the Said Scheme is annexed herewith and marked as ANNEXURE-E to this Agreement.

(ix) The Promoter agrees to make available to the Allottee the Villa, more particularly described herein as THIRD SCHEDULE or on any other unit in the said Township, at the option of the Promoter, as may be required to be modified, altered or changed of the same area or of the area with variation (more or less). The Villa at all places shall be read, understood and interpreted as the construction of residential villa, more particularly described in THIRD SCHEDULE to this Agreement.

(x) The land earmarked for the construction of Villa is used only for the purpose of putting up construction of one (1) residential villa in accordance with the plan / design / drawings / specifications approved by the Promoter and for no other purpose whatsoever.

(xi)The Allottee shall, at all times, abide by and be entitled to only Floor Space Index (FSI) which has been utilized for construction of Villa, including for any future reconstruction or otherwise regardless of the net area or the chargeable area of the land related to Villa. The Allottee shall not be entitled to ask for and further FSI nor shall be entitled to carry out and additional or further construction and shall not make any alterations or changes in construction or design thereof.

1(b) The total aggregate consideration amount for the Villa mentioned herein above is thus Rs. _____ /- (Rupees _____ only).

1(c) The Allottee has paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ only) as advance payment and hereby agrees to pay to that Promoter the balance amount of Rs. _____/- (Rupees _____ only) in the manner as specified in the Payment Plan attached hereto as ANNEXURE-D.

1(d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST, Service Tax, and Cess or any other similar, further or other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter), which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.

Further, the Consideration mentioned in ANNEXURE-D and any transaction covered by this Agreement may at present or in future become liable to tax, cess, duty, etc. under any direct or indirect tax laws or similar other laws. If by reason of any law or law laid down by judicial pronouncement or any amendment to the constitution or enactment or amendment of any other law, Central or State, or otherwise this transaction is held to be liable to the aforesaid, either as a whole or in part or for any inputs of materials or equipments used or supplied in execution of or in connection with this transaction, the same shall be payable by the Allottee on demand at any time, over and above the Consideration.

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, or market / economic turmoil. The Promoter undertakes and agrees that while raising a demand on the 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 Allottee, which shall only be applicable on subsequent payments.

- 1(f) The Promoter has confirmed and the Allottee has satisfied himself about the carpet area that has been allotted to the Allottee as the construction of the Villa is complete and the occupancy certificate is also granted by the competent authority.

OR IF BU NOT RECEIVED

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Villa 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 (3%). 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 Allottee within forty-five(45) days with annual interest at the rate of MCLR+2% (two per cent), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the 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(g) The 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 Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 1(h) The Parties expressly agree that execution of this Agreement, despite any payment that may be pending on part of the Allottee on the date of such execution

shall not imply condonation of any delay/default by the Promoter and the Allottee agrees to make such payment within thirty (30) days of such execution, and a failure therein shall amount to a default on part of the Allottee.

- 1(i) Allottee hereby agrees that the Consideration is composite, and it shall not be required for the Promoter to provide estimate of land contribution, construction contribution, common development or any other separate detailed particulars of the Consideration to be paid under this Agreement. However, the Promoter for relevant purposes of accounting or other requirements may split the same into different components towards or for different account purpose.
- 1(j) It has been agreed and informed to the Allottee that all the amounts paid by him or such part or portion thereof as may be decided by the Promoter may be transferred by way of "*Transfer Entry*" to such account/s at such time/s and in such manner as the Promoter may decide.
- 1(k) The Allottee shall obtain 'Receipt/s' for all the amounts that are paid under this Agreement. No claim for any payment shall be valid, save and except in respect of which the Allottee has obtained such Receipt/s.
- 1 (l) In the event, the Allottee obtains a housing loan/finance for the payment of such amount as laid out under this Agreement from any financial institution / bank (the "Institution") wherein the loan amount is being disbursed as per the Payment Plan mentioned in ANNEXURE-D, by the Institution directly to the Promoter, the Promoter will be entitled to claim and receive such payment directly from the Institution. Such disbursements made by the Institution to the Promoter shall be debited to his housing loan account and to be received towards the Consideration and amounts to be received under this Agreement.
- 1(m) It is hereby expressly agreed that the timely and regular payment of installments as mentioned in the manner as stipulated in ANNEXURE-D hereto and other payments stipulated under the other terms hereof, as and when they become due or payable and irrespective of whether formally demanded by the Promoter or not, is the ESSENCE OF THIS AGREEMENT and are required to be strictly observed as per the express intention of the Parties.

- 1(n) A default / delay on part of the Allottee to strictly observe the payment of installments towards the Consideration as mentioned in ANNEXURE-D or any other amount due under this Agreement, whether formally demanded or not, shall be considered a material breach of this Agreement and the Promoter in its absolute and unqualified discretion shall be entitled to exercise any of the following two options:
- a) recover the delayed amounts with interest at the rate of MCLR+2% (two per cent)per annum on the unpaid amount for the delayed period, calculated from the due date, provided however that it does not entitle the Allottee to delay further payment; or
 - b) Cancel booking /reservation/allotment of the Villa made by the Allottee and terminate this Agreement.

The discretion of exercising any one of the two options by the Promoter shall not be challengeable by the Allottee. This is without prejudice to other rights and remedies available to the Promoter, whether provided under this Agreement or otherwise.

- 1(o) The payments made by the Allottee shall first be adjusted against the interest and/or any other penalty/damages, if any, due from the Allottee to the Promoter under the terms herein and the balance available, if any, shall be appropriated against the amount due from the Allottee as per the Payment Plan under the terms and conditions mentioned herein.
- 1(p) If the Allottee is a Non Resident Indian / a Person of Indian Origin resident outside India, he agrees and unconditionally undertakes to abide by/comply with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (FEMA), rules and regulations of the Reserve Bank of India or statutory enactments or amendments thereof from time to time and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc. and provide the Promoter with such permissions, approvals which would enable the Promoter to fulfill its obligations. The Allottee further undertakes that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he alone shall be liable

for any action under FEMA and he shall keep the Promoter fully indemnified and harmless in this regard. The Promoter shall not be responsible towards any third party making payments, remittances on the behalf of the Allottee and such third party shall not have any right, in any way, and the Promoter shall issue the payment receipts in favour of the Allottee only.

1(q) The Allottee agrees that unless an appropriate instrument is executed and the Villa is legally and properly conferred upon in favour of the Allottee, the Promoter shall continue to be the owner of the Villa and no payments made pursuant to this Agreement, shall give the Allottee any lien, claim, right, title or interest on the Villa until he has complied with all the terms and conditions of this Agreement and an appropriate instrument has been executed in favour of the Allottee conferring title.

1(r) The Allottee shall, at all times, abide by and be entitled to only Floor space Index (FSI) which has been utilized for construction of the Villa, regardless of property related land or the area of Project Land, regardless of the net area or the gross area of the land related to Villa. The Allottee and other allottees in the Project shall not be entitled to ask for any more or further FSI nor shall be entitled to carry out any additional or further construction by using more FSI, and shall not make any alterations or changes in construction or design thereof, which has effect of utilizing more FSI.

1(s):

- (i) The Allottee has understood, and has specifically agreed and accepted that the entire Township proposed and projected on the Township Land comprises of different diverse development projects, distinct, separate and independent of each other with common Township Infrastructure. Each such project in the Township is distinct, separate and independent with its common amenities, with separate, independent units or premises to be owned, possessed, held, used and occupied by the allottees thereof. The Project herein is one of such projects and Villa herein is one of the units thereof.
- (ii) The right and interest of the Allottee is limited and restricted to the Villa and right to use alongwith other allottees Common Amenities of the Project. The Allottee shall have right to Common Amenities and the

Township Infrastructure to an extent planned, designed and provided by the Promoter.

- (iii) It is specifically agreed and accepted by the Allottee, and is the essence of this Agreement that the Promoter has un-restricted, un-fettered and un-hindered ownership to Township Land and development rights in respect of the Township, to use, exploit, develop, construct, etc. different projects and Township Infrastructure as Promoter may decide as may be permissible under the applicable building rules, special or general, but subject to it does not adversely affect the Villa.
 - (iv) The Promoter will be entitled to make such additions, alterations, modifications, changes, etc. in the Township from time to time as it may deem fit, which does not adversely affect the Villa agreed to be sold by the Promoter to Allottee herein. The Allottee shall not raise any dispute, claim, objection, challenge, reservation, restriction, nuisance or annoyance for such change and sanction and implementation thereof. If raised, the same shall be null and void. The Allottee hereby give specific consent for the same and this consent is as envisaged and required under the provisions of the said Act and guidelines there under to be given by the Allottee. Such consent is irrevocable and forms basis of this Agreement.
 - (v) The right and interest of the Allottee is limited to the Villa and Floor Space Index (FSI) referring to the construction of the Villa. All and every balance FSI, additional FSI, floating FSI, transferable FSI in relation to Township Land, or any purchasable FSI as per or under the Township Regulations, Regulatory Provisions or generally available shall belong to the Promoter and may be used in the development in the Township or any other place.
- 1(t): The Allottee hereby confirms that the Project is complete, Building Use Permission is obtained, inspection of the Project is taken at the Site by the Allottee, inspection of the Villa is taken at the Site, and the Allottee has checked, verified and satisfied about its area measurement and the Villa is complete in all respects with all utilities of water, sewerage, electrification, plumbing and all the common amenities and services. The Allottee has no complaint or grievance for any nature whatsoever for the quality of the construction and materials used and for the plans, specifications and designs of the Project and the Villa. The

Possession of the Villa will be handed over by the Promoter to the Allottee as per the above. Further, there is no other obligation outstanding on part of the Promoter except to receive monies from the Allottee and thereafter, hand over the possession of the Villa by executing a conveyance document in favour of the Allottee.

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 Villa to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Villa.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Villa to the Allottee. The common areas will be handed over to such Entity, at the appropriate time after the Project / Township Project is completed and when all the premises are disposed of and all the amounts thereof are recovered by the Promoter.

However, the time period stipulated for the handing over of the possession of the Villa by the Promoter shall be deemed to be extended by the Allottee in case of incomplete work by other parties/contractors involved in the development of the Project and also in case where the Allottee has delayed/defaulted in observance of the terms and conditions of this Agreement or in the event of Force Majeure.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement as provided in Clause 1 (c) herein above.

3. The Promoter hereby declares that the Floor Space Index used on the Project Land is as per sanctioned plan. Township Project is on the basis of what is known as “Global FSI” (In Township Project, FSI of the entire Township Land can be freely used in any manner scattered on Township Land). The Promoter has also planned to utilize Floor Space Index by availing of FSI on payment of premiums, which may be applicable to the Project Land. The Promoter has disclosed the Floor Space Index utilized by it on the Project Land in the said Project. The Allottee has been agreed to be sold and the Allottee has agreed to purchase the Villa based thereon. Entire balance FSI present or future in respect of Township Land including Project Land shall belong to Promoter only, and may

be utilized by the Promoter in the Township Project or at any other project as the Promoter may deem fit.

In furtherance to the above provisions, the Promoter hereby declares that the floor space index available as on date in respect of the project land is ____ Square meters only and promoters has planned to utilize floor space index of ____ by availing of TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to development control and 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 allottee has agreed to purchase the said apartment based on the proposed construction and sale of apartments 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 Villa to the Allottee, the Promoter agrees to pay to the Allottee, if demanded, who does not intend to withdraw from the Project, interest at the rate of MCLR+2% (two per cent) per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of MCLR+2% (two per cent) per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.

4.2 Without prejudice to the right of the Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the 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 Allottee committing three (03) defaults of payment of installment/s, the Promoter shall at his own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of fifteen (15) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and/or mail at the e-mail address provided by the 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 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, the Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee, subject to adjustment and recovery of liquidated damages and other amount which may be payable to the Promoter as mentioned in this Agreement, in the manner as provided in the **Clause 13.2b(1)** of this Agreement.

5. The specifications of the Villa are as per ANNEXURE-C to this Agreement.

6. The Promoter shall give possession of the Villa to the Allottee after receipt of the Consideration and all other payments with respect to the said Villa. If the Promoter fails or neglects to give possession of the Villa to the Allottee though the Allottee has not only strictly adhered to the payment schedule but also duly complied with the terms and condition of booking of the Villa, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Villa 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/ required extension of time for giving delivery of Villa on the aforesaid date, if the completion of Villa is delayed on account of -

- i. force majeure conditions, like war, civil commotion, fire, flood, earthquake, terrorism, act of God; or any other natural calamity; or
- ii. any legislation, order or rule or regulation made or issued by the Government or any other authority; or
- iii. if any concerned competent authority refuses, delays, withholds, denies the grant of necessary approvals / permissions, or revokes, cancels, or suspends the approvals / permissions already granted for the said Township; or
- iv. if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority become subject matter of any suit / writ before a competent court / authority; or
- v. For any other reason beyond the control of Promoter or its agents.

7.1 Procedure for taking possession – The Promoter shall offer in writing the possession of the Villa, to the Allottee in terms of this Agreement and the Promoter shall give possession of the Villa to the Allottee against entire balance payment payable by Allottee to Promoter under the terms hereof. The Allottee agrees to pay the maintenance charges as determined by the Promoter from time to time.

Provided that the possession of the Villa will be offered to the Allottee on or before the date of completion of the Project i.e. 31.08.2028.

7.2 The Allottee shall take possession of the Villa within 15 (fifteen) days of the written notice from the Promoter to the Allottee intimating to take the possession by making payment of the entire balance consideration for the Villa.

7.3 Failure of Allottee to take Possession of Villa: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall make entire balance payment to Promoter under this Agreement and take possession of the Villa 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 Villa to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable and the Villa thereafter will be at the risk and consequences of the Allottee. Further, in such case, the Promoter, in its sole discretion, will be entitled either to terminate this Agreement or to recover “Holding Charge” for the delayed period as may be fixed by Promoter from time to time.

7.4 If within a period of five (05) years from the date of handing over the Villa to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Villa or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and incase it is not possible to rectify such defects, then the 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. The Promoter shall not be liable in respect of any structural defect which is the result of the improper use, lack of maintenance, protection and care by the Allottee.

7.5 OTHER PROVISIONS WITH RESPECT TO POSSESSION:

- a) The detailed terms of the transfer of the right, title and interest in the Villa shall be covered in an appropriate instrument for the transfer of Villa which may include the entire understanding of legal structure, rights and obligations, arrangement with/of O&M, Promoter, Service Society, Such Entity, Township Infrastructure, Common Amenities and generally relating to the conveyance of the Villa to the Allottee as may be prepared by the legal advisor of the Project / Township.
- b) The Promoter agrees to give possession of the Villa to the Allottee and make available the Villa, in the manner herein and may be hereafter prescribed by the Promoter, in favour of the Allottee, and by execution and registration of an appropriate instrument or any other documents, by the Promoter subject to regular payments being made by the Allottee under various clauses herein and subject to due and proper observance of the terms and conditions herein.
- c) The time period mentioned hereinabove is for handing over of the possession of the Villa only and does not include time for making available the Common Amenities, Township Infrastructure, or any part thereof, which because of the large volume of Project / Township may not be complete and could be in the stage of development.
- d) The Villa and the rights, interests and title under the same shall be finally conferred in favour of the Allottee only upon:
 - i. Receipt of the Consideration and other payments in terms of this Agreement;
 - ii. Obtaining all necessary approvals / permissions as per the Applicable Law,
 - iii. The Villa is in deliverable state; and
 - iv. Execution and registration of an appropriate instrument or any other documents which may be required for effecting such conferment or sale in favour of the Allottee.
- e) The right and interest of the Allottee of the Villa is and shall always be limited and restricted to own, use, occupy, possess and enjoy the Villa or as may be specified in the appropriate instrument to be executed at the time of possession and Conveyance.

- f) In the event, the Promoter is unable to deliver, sell and convey the Villa to the Allottee due to as per reasons contained in clause-6 above, then the Promoter reserves the right to cancel the reservation of the Villa and terminate this Agreement with immediate effect. The Promoter shall however provide due notice of such termination to the Allottee within a reasonable period of such decision being made by the Promoter. In the event of such termination, the Promoter shall only be liable to refund to the Allottee the amount paid by the Allottee to the Promoter under this Agreement till such date for the purchase of the Villa, without any claims, including interest, compensation, specific performance, loss, damages etc. (collectively “Claims”).

Further, in such cases, alternatively it is in the sole and entire option and discretion of the Promoter to challenge the validity, applicability and/or the efficacy of such law and/or challenge the action by any third party or Government authority. The EMD and other payments made to the Promoter cannot be withdrawn or claimed from the Promoter till the final determination in such case. In the event of the Promoter being successful in its challenge, the Allottee may become entitled to Villa in accordance with the terms herein. In the event the Promoter is unsuccessful in its challenge, and there is a legal impediment for delivery of the possession or transfer of right, title and interest in the Villa, the Promoter shall upon the order/judgment becoming final, absolute and binding upon the Promoter, refund to the Allottee, the amount of the EMD and other payment as had been received from the Allottee, without any Claims, within such time and in such manner as may be decided by the Promoter which shall be final and binding.

- g) The Promoter shall, in respect of any amount remaining unpaid by the Allottee under the terms and conditions of this Agreement, have a first lien and charge on the Villa reserved for the Allottee.
- h) Nothing contained in this Agreement shall be construed so as to confer upon the Allottee any right, title or interest of any kind whatsoever in, to or over the Villa. Such conferment shall take place only upon execution and registration of an appropriate instrument or any other documents, and handing over the possession of the Villa to the Allottee, in accordance with the terms and conditions of this Agreement.

- i) The Allottee shall before he takes possession fully satisfy himself with regard to fittings and condition of the Villa and acknowledge in writing to that effect to the Promoter.
- j) The Allottee shall be handed over the possession of the Villa by the Promoter:
 - i. If the Allottee has observed and performed and not committed any breach of his obligations under this Agreement;
 - ii. After all payments required to be made under this Agreement by the Allottee have been made to the Promoter; and
 - iii. Upon execution of an appropriate instrument conferring the necessary rights, title and interest in the Villa to the Allottee.
- k) If the Allottee fails to take possession on the possession date for any reason whatsoever, it shall amount to a material breach of this Agreement. The Promoter shall provide a notice to the Allottee to rectify the same within *30 (thirty) days* from such date of default. If the Allottee fails to rectify such breach, the Promoter shall be entitled to terminate this Agreement with immediate effect and the Allottee shall be liable for all the consequences of such termination, notwithstanding anything contained herein to the contrary.
- l) It is hereby agreed between the Promoter and the Allottee that no sooner the Allottee has been put in possession of the Villa as provided in this Agreement, the Allottee shall be bound to commence the use of the Villa.

7.6 COMMON AMENITIES AND TOWNSHIP INFRASTRUCTURE:

- a) The Allottee, with respect to the Common Amenities and the Township Infrastructure shall have the right to use and enjoy the same in such manner as may be rendered, administered and controlled by the Promoter/Such Entity.
- b) The Allottee shall pay charges, costs, advance, deposits etc. as may be prescribed by the Promoter/Such Entity, in the prescribed manner.

7.7 APPLEWOODS TOWNSHIP:

- a) The said Township of which the said Scheme forms part of also includes other multistoried residential apartments, bungalows / villas, retail malls, club, parks, play grounds, commercial development, etc. The project work to fully and finally complete will extend beyond the handing over of the Villa to the Allottee and the work of implementation and completion of the said Scheme and said Township in general will be in progress and continuing. The Allottee will not raise any dispute

or grievance for any inconvenience, discomfort, nuisance or annoyance for such progress and continuation of the work nor shall make any claim in respect thereof. The Allottee agrees to extend his all cooperation in completion of the said Scheme and the said Township in general and for the related work, sales, marketing, etc.

- b) The over-all control and management of the said Township, implementation thereof, power to sell the villas and other premises all and every other related matters, in general shall be that of the Promoter and the decision of the Promoter in all related matters shall be final and binding upon the Allottee herein and all other allottees in the said Township.
- c) The Promoter has the right to dispose of any of the villas and any part / premises of the said Township available for sale or disposal as the Promoter may deem fit and proper. The same shall be binding upon the Allottee.
- d) The scope of services to be provided by the Promoter under this Agreement includes work of implementation of the said Scheme actually at the site, to obtain such further or additional permissions, approvals. The Promoter will not be responsible for any delay or rejection in granting the same by the concerned authority. The entire agreement and all conditions thereof shall be read understood, interpreted and implemented with this spirit and intention.
- e) The Promoter or Such Entity under authority or agreement with Promoter shall set up rules and regulations for the said Township pertaining to allocation, distribution, management, use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement of the Common Amenities and/or Township Infrastructure to be applicable to the Allottee in such manner as may be decided by the Promoter or Such Entity. The same shall be binding upon the Allottee.
- f) Finance for the said Township / Villa: Without prejudice to any of the terms and conditions herein, the Promoter may be required to raise loan / finance from any financial institution or bank or any other lender for the said Township and for the benefit of the Allottee. This may include execution of security documents including mortgaging the Township Land / the said Township or any part thereof excluding the Villa as may be required for raising such loan / finance. The Allottee hereby gives his consent to the Promoter for raising loan / finance and the matters related thereto, in case the Promoter decides for the same.

- g) The Promoter may provide security, telephone cable, multipurpose cable, TV channels, internet and other communication facilities and other facilities of common use and purpose in the said Township. These facilities may be made available to the allottees at cost and on payment of amount as may be fixed. These facilities may be provided through any outside agency under contract with it on such terms and conditions as may be finalized by the Promoter with it. Any agreement/ arrangement that may be worked out for the same and the terms and conditions thereof, payments and charges will also be binding upon the Allottee and other allottees.
- h) Any arrangement that may be worked out for the matters relating to the Common Amenities and the Township Infrastructure, including fixing of '*Community (Scheme) Maintenance Charges*', '*Township Infrastructure Maintenance Charges*', rules and regulations regarding use, occupation and enjoyment of the Common Amenities and the Township Infrastructure, and other matters and things of common interest, by the Promoter shall be binding upon the Allottee.
- i) An appropriate instrument as regards transfer and vesting of the Villa; as regards holding – vesting – registration etc. of the said Scheme and the Project Land as free hold, as regards matters and things relating to Township Infrastructure and Common Amenities, and generally as regards all or any matters and things of the said Township shall be prepared by the Legal Advisor of the Promoter and shall be final and binding upon the Allottee.
- j) It has been specifically agreed and understood by the Allottee that the Villa will be made available to the Allottee subject to the Applicable Law or any other scheme, arrangement, proposal, acquisition, requisition, by or of any Government/statutory authority, for the time being in force or in force from time to time, in which event, the Promoter may make such variation, changes, additions, omissions or alterations in the said Scheme or for such of the said Township or as may become available there from or at any other or further place, location or otherwise as the Promoter may deem, fit and proper and all right to develop new lands absolutely belong to the Promoter with the same spirit and intention.
- k) Alterations/ Modifications etc.: The Allottee agrees that during the course of the development/construction of the said Township, the Promoter may be required to make certain alterations or modifications in the specifications of

development/construction of the said Township, as the nature and circumstances may require or as may be advised by the engineers, architects or other technicians.

- l) All right, title and interest of the Allottee is restricted to and to be read, understood and interpreted in relation to the Villa only, and all other constructed/covered or uncovered open spaces/areas/portions, open margin lands, infrastructure, developments, amenities, facilities & services shall belong to the Promoter/Such Entity appointed/notified by the Promoter, subject to right of the Allottee to use amenities, facilities and services that may be reserved for common use of all allottees of the said Scheme, and not specifically conferred/disposed to the Allottee or any allottees of the said Scheme.

8. The Allottee shall use the Villa or any part thereof or permit the same to be used only for purpose of residence.

Further, the Allottee shall comply with the following conditions with respect to use of the Villa:

- a) The Allottee shall not use the Villa or permit the same to be used for any purpose, other than residence, which may or is likely to cause nuisance or annoyance to other occupiers of the said Township or is illegal, immoral or is prohibited by law.
- b) The Allottee will not use or permit to be used the Villa or any part thereof for commercial purpose, including without limitation, hotels, restaurants, eatery, dairy, club, gymkhana, consultation, nursing home or hospital, laboratory, video game parlor, beauty parlor, cyber cafe, tuition and coaching classes, garage, services and repair of vehicles, office of the trade union or political parties.
- c) The Villa shall be used, occupied and enjoyed by the Allottee subject to rules, bye-laws, regulations and guidelines (collectively “Rules”) framed or may be framed by the Promoter/society/O&M Company /such Entity. The Allottee shall perform his obligations under such Rules and shall abide by them.
- d) It is hereby agreed that the Allottee shall not put or allowed to be put any name plate or any display of any nature whatsoever on the Villa without the written consent of the Promoter. The place, colour and size of the name plate of the Allottee shall be decided by the Promoter.
- e) The Allottee hereby covenants to keep the Villa, neat, clean and tidy and protected from any trespasser, from being illegally used or occupied and upon

construction being put up, to keep such construction, sewers, drains, pipes, appurtenances belonging thereto in a good, tenable condition.

9. A service co-operative society, The Applewoods Co-operative Housing Service Society Limited (Vibhag-1), Registered on 11/08/2014, under Sr. No. NDHN/AHM/SA7836-YEAR 2014 has been promoted to hold and maintain common amenities, facilities, services, infrastructure and common area of the Said Scheme and the allottees of Villas in the Said Scheme shall be the members of Service Society and shall be bound by the rules and regulations thereof. The Allottee along with other allottees of Villas shall from time to time sign and execute the application for membership and the other papers and documents and for becoming a member, and duly fill in, sign and return to the Promoter within seven (07) days of the same being forwarded by the Promoter to the Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies as the case may be, or any other Competent Authority.

9.1 Immediately from expiry of 15 (fifteen) days of notice in writing is given by the Promoter to the Allottee that the Villa is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Villa) of outgoings in respect of the Project Land and Villa 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, Project Land and villas. The amounts so paid by the 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 Allottee, the Allottee shall on or before delivery of possession of the said Villa 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. At the time of registration of conveyance of the common areas, the Allottee shall pay his share of stamp duty, registration charges and other costs payable, on such conveyance

or any document or instrument of transfer in favour of Society / such Entity that may be required under the RERA Act, rules, regulations framed there under or otherwise under the terms hereof.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the Project Land subject to as declared in the title report annexed to this Agreement as per Annexure-F
- 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 Scheme Land or the Project;
- iv. There are no litigations pending before any Court of law with respect to the Scheme Land or Project subject to as declared in the title report annexed to this Agreement;
- v. All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Project Land and Villa 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 Villa 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, Villa 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 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 Villa which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Villa to the Allottee in the manner contemplated in this Agreement;

- ix. At the time of execution of the conveyance deed of the common areas to the society/such entity of the allottees, the allottees shall handover lawful, vacant, peaceful, physical possession of the common areas to the society/such entity of the 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 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.
13. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Villa may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Villa at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Villa is taken or from the date of making offer to Allottee to take possession of the Villa, whichever is earlier, and shall not do or suffer to be done anything in or to the Villa which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Villa or any part thereof without the consent of the Promoter and the local authorities, if required.
 - ii. Not to store in the Villa any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Villa or storing of which goods is objected to by the Society, concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage any structure of the Villa, and in case any damage is caused ,on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the Villa and maintain the Villa in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything to any other property or the Villa which may be contrary to the rules and

regulations and bye-laws of the Promoter, O&M Company, Service Society, such entity, the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the Promoter, O&M Company, Service Society, such entity, the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Villa 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 Villa or any part thereof, nor any alteration in the elevation and outside colour scheme and shall keep the portion, sewers, drains and pipes in the Villa and the appurtenances thereto in good, tenable and repair condition, and in particular, so as to support shelter and protect the other parts of the Villa 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 Villa.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project, Project Land and any of the villas 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 Villain the compound or any portion of the Project Land.
- vii. Pay in accordance with the direction of the Promoter within fifteen (15) 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 Project and with respect to the Villa.
- 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 Villa by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit or part with the possession of the Villa until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

- x. The Allottee shall observe and perform all the rules and regulations which the Society or such Entity 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 Project and the villas 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/ such Entity regarding the occupancy and use of the Villa 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 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 Villa or any part thereof to view and examine the state and condition thereof.
- xii. The 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.

13.1 ADDITIONAL COVENANTS OF THE ALLOTTEE:

- a) The Allottee hereby agrees that in the event if any amount due to AUDA, Local Body, Town Planning Authority, Township Authority, Panchayat, the State Government/Central Government or other public authority etc. like betterment charges or development taxes or payment of similar and/or other nature becoming payable by the Promoter, the same shall be paid/reimbursed by the Allottee to the Promoter in the prescribed manner.
- b) So long as the Villa is not separately assessed for water rates, electricity bills, and any other outgoing, the Allottee shall pay to the Promoter/such Entity, such amount as may be fixed from time to time, in advance towards the same. After the Villas in the said Township are separately assessed, the balance amount will be refunded to or deficiency will be recovered from the Allottee by the Promoter. The decision of the Promoter/such Entity in all such matters shall be final and binding upon the Allottee.

- c) The Allottee shall maintain at his cost the Villa in the same good condition, state and order in which it is delivered to him and shall abide by the Applicable Law and the rules, bye-laws, regulations and guidelines as may be prescribed by the Promoter / such Entity.
- d) Payments by the Allottee:
 - i. The Allottee hereby agrees to make timely payments of all the amounts payable under the terms of this Agreement, and the time in this respect being the essence of this Agreement;
 - ii. The Promoter is not bound to give notice regarding such payments, time for which has specifically agreed upon herein and the failure thereof shall be considered as a material breach of this Agreement; and
 - iii. Amount payable by the Allottee to the Promoter, time for which has not been specifically provided, shall be paid within stipulated time.
- e) The Allottee hereby undertakes to observe and perform the covenants and conditions contained in this Agreement. Further, the Allottee shall keep the Promoter indemnified against any loss, damage, liability, action, claim, suit, proceedings, cost, charges and expenses that may arise due to non-observance or non-performance of the covenants and conditions contained herein.
- f) Transfer / Assignment of the Villa:
 - i. The Allottee shall not be entitled to create any mortgage or a charge on the Villa without prior written permission/consent of the Promoter for availing of home loan/housing finance for the purpose of purchase of the Villa.
 - ii. The Allottee shall not be entitled to let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of Villa or assign, underlet or part with his interest under this Agreement or any part thereof to any person without obtaining prior written permission/consent of the Promoter/such Entity.
 - iii. The Promoter reserves the absolute right to give such permission/consent to the Allottee subject to the terms and conditions as may be prescribed by the Promoter/such Entity, including payment of fees and charges as may be levied and imposed from time to time and other incidental expense or may reject or withhold the same at its sole discretion and decision.
- g) The Allottee, even after the possession is handed over to him 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 Villa or any part thereof to view

and examine the state and condition thereof and the Allottee shall make good any defects found within three (03) days of the giving of such notice in writing by the Promoter / such Entity to the Allottee.

- h) The Allottee, even after the possession is handed over to him 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 Villa or any part thereof for the purpose of repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, or other conveniences from Common Amenities belonging used for the Project and also for the purpose of laying down, maintaining, repairing, re-constructing and testing drainage, gas and water pipes and electric wires and for similar purposes.
- i) The Allottee shall not, at any time demolish or cause to be demolished the Villa or any part thereof. The Allottee shall not make any alterations in the elevations and outside colour scheme of the Villa. If any penalty, premium or any other charges are levied by AUDA, AMC, Town Planning Authority, Township Authority, under Regulatory Provisions or any other authority in respect of any addition or alterations or for any other reason whatsoever, the same shall be borne and paid by the Allottee, if the same are concerning the Allottee, and if the same are of common nature, by the Allottee in common with others.
- j) The Allottee shall not make any temporary or permanent change, modification or alteration in the location, of electricity meter, internal toilets, pantry, etc. and also of specifications and infrastructure and related paraphernalia nor shall make any additions or alterations in the structure of the Villa, nor shall do anything which may cause damage or which may weaken the structure of the Villa, like slab, columns, beams, load bearing walls, etc. Similarly, the Allottee shall not cover the balcony of the Villa nor shall put up any shed or any other temporary or permanent construction/ change in the terrace or open land. The Allottee shall not hang cloths in the balcony or out-side view of Villa, for drying, or otherwise shall not do anything which will not give proper decorum and decency to the Villa.
- k) After the possession of the Villa is handed over to the Allottee, if any additions or alterations in or about or relating to the Villa are thereafter required to be carried out by the Government, District Panchayat, AUDA, AMC, Town Planning Authority, Township Authority, Authority under the Regulatory Provisions, or any statutory authority, the same shall be carried out by the allottees/holders of

the villas at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

- l) The Allottee shall not decorate the exterior of his Villa other than in the manner in which the same was previously decorated.
- m) The Allottee shall at no time demand partition of his interest in the Villa or any part thereof or the said Township. It is being agreed and declared by the Allottee that his interest is impartible, and subject to the Applicable Law.
- n) Insurance:
 - i. After the possession of the Villa is handed over to the Allottee, the Allottee shall insure and keep insured the Villa against loss or damage by fire, earthquake, riot, war, flood, civil commotion, act of God or such other risks to the full value thereof with insurance company and whenever required he shall produce to the Promoter / such Entity, the policy / policies of such insurance and the receipt for the last premium paid in respect thereof, and in the event of the Villa being damaged or destroyed by fire or otherwise, to expend the insurance money for the repair, rebuilding or reinstatement of the Villa as soon as reasonable, practical and required.
 - ii. The Allottee shall not do or permit to be done any act or things which may render void or voidable any insurance of any villas or cause any increased premium payable in respect thereof.
- o) Joint Allottee:
 - i. In case the Allottee consists of more than one holder, the permission of the usage of the Common Amenities and the Township Infrastructure by the other Allottee will be through the First Allottee and shall not be independent or separate.
 - ii. All consents, confirmations etc. if and when required of the joint Allottees, shall be deemed to have been sufficiently received, if it is received from the first Allottee, however, it been agreed that for the purpose of the sale, mortgage, transfer etc. the signatures of the all the joint Allottees shall be required.
 - iii. Further, the liability, responsibilities, obligations, under this Agreement shall be joint and several of the Joint Allottees. All notices, communications etc. may be addressed by the Promoter / Such Entity, to the first Allottee only.

- iv. The Allottee inter se shall not be entitled to sub-divide the Villa, the intent being the Villa shall stand in the names of the joint Allottees as one single unit.
- p) Notwithstanding anything contained, recorded or agreed upon in this Agreement, this Agreement and implementation thereof and of the said Township of which it forms part shall always be subject to the Applicable Law, and the Allottee will be bound by the same as may be applied and made applicable from time to time. The rights and obligations of the Allottee and Promoter may be accordingly modified and altered from time to time.
- q) Without prejudice to the rights of the Promoter under this Agreement or to any other legal remedy which the Promoter may have in Law, equity or contract, any breach of any of the covenants by the Allottee, shall entitle the Promoter to revoke all rights of the Allottee under this Agreement. If such breach in the sole judgment of the Promoter/Such Entity is curable, the Promoter/Such Entity may, at its discretion give the Allottee a reasonable time to rectify the breach. The Allottee shall, however, keep the Promoter /such Entity, totally indemnified from any claims including third party claims or actions arising as a result of the said breach by the Allottee.
- r) The Allottee shall ensure that any document required to be signed by the Allottee is to be returned to the Promoter within period of *10 (ten) days* of the receipt of such document by the Allottee, duly signed at all places marked for signatures.
- s) In case of any changes, modifications or alterations are effected by the Promoter in the Said Township 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 Allottee, such changes or modifications or alterations shall be binding upon the Allottee and to that extent the terms and conditions, rights and obligations of the Allottee under this Agreement shall stand modified or changed or altered. Provided however, such change, modification or alteration under any circumstances shall not prejudicially affect the right of the Allottee to reserve the Villa in accordance with the terms and condition of this Agreement.

13.2 TERMINATION / CANCELLATION:

- a. Termination by the Promoter:

1. The Promoter shall have the right to terminate this Agreement in any of the following events:
 - i. The Allottee delays or defaults in making payment as per the terms and conditions mentioned in this Agreement;
 - ii. The Allottee commits any breach or default or violation of any of the terms, conditions or provisions on his part provided under this Agreement; or
 - iii. As mentioned in the terms and conditions of this Agreement.
 2. The Promoter may effect the termination under this Agreement by preparing a Memorandum of Termination, and execute the same and/or get it registered. Such Memorandum of Termination shall be binding upon the Allottee with the same spirit and intention as if such Memorandum was executed by the Allottee. The cost charges and expenses relating to the same shall be to the account of the Allottee.
- b. Consequences of Termination/Cancellation of this Agreement:
1. The Promoter shall be entitled to forfeit the EMD and entitled to claim any further and other liquidated damages. The balance of the amount paid by the Allottee will be refunded by the Promoter to the Allottee without any Claims only after the disposal of the Villa (reserved by the Allottee under this Agreement) to any other party and upon receipt of the full amount on such disposal. The deficit, if any, will be paid or reimbursed by the Allottee to the Promoter. Such refund will also be subject to the final settlement. No Claims shall be payable or entertained by the Promoter.
 2. The Allottee shall claim no rights expressed or implied under this Agreement or otherwise.
 3. The Promoter shall be entitled to cancel reservation of the Villa and to dispose of the Villa reserved for the Allottee to any other party and/or in any other manner whatsoever as the Promoter may determine.

13.3 INDEMNIFICATION:

Without prejudice to other rights and remedies of the Promoter under the terms, conditions and provisions herein, and also otherwise available under the law and in addition thereto, the Allottee shall indemnify and keep the Promoter, its directors, employees, agents, representatives, estate and effect indemnified and hold harmless against the payments and observance and performance of all the covenants and conditions

on his part herein and against any loss, damage, liability, action, claim, suit, proceedings, cost, charges, legal fees and expenses that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee as mentioned herein.

13.4 INTELLECTUAL PROPERTY RIGHTS:

- a) Any intellectual property rights including copyright, patent, design, trademark, etc. of and relating to the said Township, its design, infrastructure facility and other common amenities, etc., or any photography and videography thereto and all and every rights and interest in any form whatsoever in respect thereof will be the sole property of the Promoter.
- b) The Allottee will not be entitled to take photographs or videos of any of the aforesaid, except for private, personal and family use, and will not have any right, power or authority to use or allow the same to be used by any other person whomsoever for any purpose other than for Allottee's private, personal and family use, except with the permission had and obtained of the Promoter. The Promoter will not be under any obligation to give such permission.
- c) The Promoter may photograph or videograph the said Township and development that may be done thereon. Such photography and videography and results thereof may be used by the Promoter or any other person authorized by it for promotion, display, advertisement, competition, fair, museum, and also to transfer and assign all or any rights relating thereto for hire, reward or consideration to such person in such manner as the Promoter may deem fit and proper.

14. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of any society or association or company or towards the outgoings/charges and shall utilize the amounts only for the purposes for which they have been received.

15. This Agreement shall not be construed as a grant, demise or assignment in law, of the other villas or any part thereof. The Allottee shall have no claim save and except in respect of the Villa hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the respective

allottees or the Promoter, as the case may be, until the same is transferred as hereinbefore mentioned.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Villa 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 Allottee who has agreed to take such Villa.

17. BINDING EFFECT

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

18. 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 Villa, as the case may be.

19. RIGHT TO AMEND

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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 Project shall equally be applicable to and enforceable against any subsequent allottees of the Villa, in case of a transfer, as the said obligations go along with the Villa for all intents and purposes.

21. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under 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 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. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees in Project, the same shall be in proportion to the carpet area of the Villa to the total carpet area of all the villas in the Project.

23. 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.

24. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the

execution, the said Agreement shall be registered at the office of the Sub-Registrar at Sanand, District Ahmedabad. This Agreement shall be deemed to have been executed at Ahmedabad.

25. The Allottee and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

26. That all notices, communications and letters to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID at their respective addresses specified below:

Name of Allottee
(Allottee's Address)
Notified Email ID:

APPLEWOODS ESTATE PRIVATE LIMITED
Address: Block No. 16, Abhishree Corporate Park, Opp. Swagat Bungalows
BRTS Stop, Iscon–Ambli Road, Ahmedabad–380058 (Gujarat-India)
Notified Email ID: custinfo@applewoods.co.in

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post or by notified Email ID failing which all notices, communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

26.1 The letters, receipts, notices, communication, etc. issued by the Promoter dispatched to the postal address of the Allottee as mentioned in this Agreement or e-mailed to him on the address in the records of the Promoter shall be sufficient proof of receipt of the same by the Allottee and shall completely and effectively discharge the Promoter of its duty to dispatch/serve letters, receipts, notices, communication, etc. as and when applicable.

26.2 The letters, receipts, notices, communication etc. issued by the Allottee shall be dispatched to the registered address of the Promoter as mentioned in this Agreement.

26.3 The Allottee shall be obliged to notify the Promoter of any changes to the address or any of the other details of contact specified with the Promoter, provided, however, that such notification shall only be effective on the date specified in such notice or 5 (*five*) days after the notice is given, whichever is later.

26.4 Rejection or refusal to accept or the inability to deliver the notice because of the changed address of which no notice was given shall be deemed to be receipt of the notice by the Allottee as of the date of such rejection, refusal or inability to deliver.

27. JOINT ALLOTTEES

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 Allottees.

28. WAIVER: Any delay by the Promoter in enforcing the terms of this Agreement or any forbearance or giving time to the Allottee shall not be considered as a waiver on the part of the Promoter of the Allottee nor shall the same in any manner prejudice the remedies of the Promoter.

29. COUNTERPARTS: This Agreement may be executed in two counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

30. MISCELLANEOUS:

- a) The Promoter has declared and announced the said Township by issuing brochure and pamphlets and also inserting advertisements in newspapers and publishing in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.
- b) The Allottee hereby confirms that he has all right, power, authority, capacity and competency to enter into this Agreement.

- c) The Allottee hereby agrees to execute such other papers, writings, documents etc. as may be necessary for the purpose of giving effect to this Agreement.
- d) The Allottee hereby declares that he has read, understood and agreed each and every term of this Agreement before execution and this Agreement is signed and executed without any undue influence or coercion.

31. Stamp Duty and Registration:

The charges towards stamp duty, registration charges, legal fees and all and every related cost, charges and expenses as may be required to be executed under this Agreement shall be borne and paid by the Allottee.

32. Dispute Resolution:

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

33. 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 laws of India for the time being in force and the courts at Ahmedabad (Gujarat) will have the exclusive jurisdiction for this Agreement.

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FIRST SCHEDULE

(Above Referred to Description of the freehold land and all other details “THE TOWNSHIP LAND” OR “THE PROJECT LAND”)

All those pieces or parcels of non-agricultural lands or grounds, situate, lying and being at Mouje SARKHEJ, Taluka Vejalpur in the District of AHMEDABAD and Registration Sub-District of AHMEDABAD-4 (PALDI) bearing Survey Nos. 325, 326/1, 326/2, 327, 328, 329, 330, 331/1+2, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 344, 345/1, 346/1, 346/2, 349 and 350, admeasuring in aggregate approximately 2,75,399 Sq. Yards equivalent to about 2,30,267 Sq. Mtrs. AS ALSO all those pieces or parcels of non-agricultural lands or grounds situate, lying and being at Mouje SANATHAL, Taluka SANAND in the District of AHMEDABAD and Registration Sub-District of SANAND bearing Old Block Nos. 111, 112, 113, 114, 115, 116, 117/C, 118, 119, 120, 121/A, 128, 130, 131 and 132 amalgamated into Survey No.111 admeasuring approximately 3,36,602 Sq. Yards equivalent to about 2,81,440 Sq. Mtrs. and both the parcels of lands aggregate to a total of approximately 6,12,002 Sq. Yards equivalent to about 5,11,707 Sq. Mtrs.

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SECOND SCHEDULE

(DESCRIPTION OF THE SCHEME LAND)

All those pieces and parcels of non-agricultural lands or grounds situate, lying and being at Mouje SANATHAL, Taluka Sanand in the District of AHMEDABAD and Registration Sub-District of SANAND bearing Old Block Nos. 111, 112, 113, 114, 115, 116, 117/C, 118, 119, 120, 121/A and 128 amalgamated into Survey No. 111 Paiki admeasuring approximately 2,54,823 Sq. Yds. equivalent to about 2, 13,063 Sq. Mtrs.

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THIRD SCHEDULE
(THE VILLA)

All that Villa No. ____ Villa Type ____ of Scheme “**APPLEWOODS VILLAS**” of Applewoods Township having carpet area admeasuring ____ Sq. yds. equivalent to ____ Sq. Mtrs. and “balcony/verandah 1” having area admeasuring ____ Sq. Yards (equivalent to ____ Sq. Mtrs.), “balcony/verandah2” having area admeasuring ____ Sq. Yards (equivalent to ____ Sq. Mtrs.), and “open terrace” having area admeasuring ____ Sq. Yards (equivalent to ____ Sq. Mtrs.) forming part of the Villa and also exclusive right to occupy and enjoy the land beneath such Villa and land appurtenant / contiguous to the same, net area ____ Sq. Yds. equivalent to ____ Sq. Mtrs., with share in common areas, area ____ Sq. Yds. equivalent to ____ Sq. Mtrs., and the said land to be entered, registered and represented in the government/revenue records in the name of the society as aforesaid, subject to and in accordance with the applicable provisions here in, and also applicable provisions of RERA Act, and that the Said Villa is bounded as follows:

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

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IN WITNESS WHEREOF the Promoter hereinabove named has set its hands and signed this Agreement for Sale at Ahmedabad in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(Authorized Signatory)



MR. KETAN PATEL

WITNESSES:

Name _____

Signature _____

Name _____

Signature _____

ANNEXURE-A
FLOOR PLAN OF THE VILLA

ANNEXURE–B

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

ANNEXURE–C
(Specification for the Villa)

1. FLOORING

- Wooden Laminate in Master Bedroom
- Vitrified tiles in other internal areas.

2. KITCHEN

- Ceramic Tiles/ Vitrified Tiles dado
- Modular Kitchen
- Fabricated aluminum Shelves in store room areas
- Kota stone in wash area

3. DOORS

- Internal Door: Both side laminated wooden Flush door
- Main Door: Wooden Paneled door polished on both sides.

4. WINDOWS

- Anodized/Powder Coated Aluminium sliding windows.

5. TOILETS

- Glazed / Ceramic Tiles / Vitrified combination in dado
- EWC Couple Closet-Wall-hung (Jaquar/Equivalent)
- High Quality CP fittings (Jaquar / Equivalent)

6. ELECTRIFICATION

- 3 Phase Concealed ISI Copper Wiring with Modular Switches
- MCB Distribution Panel

7. COLOUR & PLASTER

- Internal : Putty Finish
- Exterior : 100% Acrylic Paint and exterior plaster with texture / cladding materials combination

Above specifications are already provided at the Site, checked, verified and inspected by the Allottee, and in accordance with which the possession of the Villa to be handed over.

ANNEXURE–D
(Payment Plan)

A.BASIC PRICE (INCLUDING GST) OF THE VILLA:

Rs.

<u>B.DETAILS OF Maintenance CHARGES and Deposit:</u>	
PARTICULAR	Amount
Community Maintenance – Deposit (*)	
Community Maintenance – Recurring (**)	
Township Infra Maintenance – Deposit (#)	
Township Maintenance Charges (**)	
Applicable GST	
TOTAL OTHER CHARGES (B)	
* In favour of “Applewoods Estate Private Limited – Villa Community Deposit”	
** In favour of “Applewoods Co-Op Service Society Vibhag-1”	
# In favour of “Applewoods Estate Private Limited-Township Infrastructure Deposit”	

C. TOTAL CONSIDERATION FOR THE FLAT (IN RUPEES) (A + B):
In Figures

Payment Schedule	Payment (% of BSP)	Date	Basic Amount (Rs)	GST (Rs)	Total Amount (Rs)
Before execution	10%	RECEIVED			
At the time of execution	20%	IMMEDIATE			
Possession	70%	ON OFFER OF POSSESSION			
Other Charges	-----	ON OFFER OF POSSESSION			
Total AMOUNT (In figures)	-----				

Total AMOUNT (In words)	
--------------------------------	--

<u>NOTES :</u>	
1	Applicable Stamp Duty, Registration Charges & allied charges for execution & registration of an appropriate instrument, for conferring the necessary rights, title and interest in the Villa, shall be additionally payable by the Allottee, as and when required by the Promoter.
2	It is clearly understood that the above calculations are based on prevailing tax rates. In case of changes therein, or imposition of new/additional taxes/levies, the Allottee shall be liable to bear the same.
3	Earnest Money Deposit (EMD) is the amount equivalent to 7.5% of the Basic Price of the Villa.

ANNEXURE–E
(Layout plan of the Said Scheme)

ANNEXURE–F
(Title Report of the Said Scheme)

SCHEDULE AS PER SECTION 32 (A) OF REGISTRATION ACT.

THE PROMOTER AFORESAID

APPLEWOODS ESTATE PRIVATE LIMITED

Through its Authorised Signatory

MR. KETAN PATEL

THE ALLOTTEE AFORESAID
