

NAME OF PROMOTER:
NAGJUA LIFESPACES

NAME OF PROJECT:
THE SERENITY PARK PHASE -1

TYPE OF DOCUMENT:
DRAFT AGREEMENT

MODEL AGREEMENT FOR SALE

THIS Agreement of sale made at Vapi on this.....day of in the year Two Thousand and.....

Between

Nagjua Lifespaces (PAN No.:AAPFN1352H) a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at "NAGJUA", Shop No. 29-32, Garden City, Samarvani, Silvassa – 396230, represented by its authorized Partner _____, Age _____ Years, Occupation Business, Male, Indian (Aadhar No. _____) authorised vide Power of Attorney dated _____, Registration Serial No. _____, (hereinafter referred to as "**Promoter**") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the First Part.

AND

Mr. / Mrs. _____ (Aadhar No. _____) Son / Daughter of _____, Aged about _____ Years, residing at _____, (PAN: _____) (hereinafter referred to as "**Allottee**") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their/its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners)of the Second part.

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**"

AND WHEREAS by conveyance deed executed between Shri Subhash S. Kotadia (HUF) (hereinafter referred as the "**Owner**" for the sake of brevity and convenience) and the promoter herein, the Promoter became the absolute owner, possessor of N.A land for residential-Cum-Commercial purpose, bearing survey no. 72/3/1 (New Survey No. 3526) totally admeasuring 37344.00 Sq. Mtr., along with the irrevocable right of way, situated at in the Municipal Limit Vapi, Village **CHALA**, Taluka-Vapi, District Valsad, State Gujarat, (hereinafter referred as "**The Part 1 Land**" for the sake of brevity and convenience) and more particularly described in Schedule–I written hereunder. The details of the sale deed executed at Sub Registrar are as follows;

Sr No.	Survey No.	Area (in Sq Mtr)	Seller	Sale Deed Registration No. & Date
1	72/3/1 (New Survey No. 3526)	37344.00	Subhash S. Kotadia HUF	Registration No. 7469 Dated 21/08/2018
TOTAL		37344.00		

The necessary mutation entry No. 12847 was passed in the revenue records on 07/12/2018 and the same was duly certified by competent authority.

AND WHEREAS by conveyance deed executed between M/s GOODLIFE REALTORS and the Promoter herein, the Promoter became the absolute owner, possessor of N.A land for residential-Cum-Commercial purpose, bearing survey no. 72/3/2 (New Survey No. 3527) admeasuring 26514 Sq. Mtr. and Land bearing Survey No. 72/3/3 (New Survey No. 3528) admeasuring 745 Sq. Mtr., totally admeasuring 27259.00 Sq. Mtr., situated at in the Municipal Limit Vapi, Village **CHALA**, Taluka-Vapi, District Valsad, State Gujarat, (hereinafter referred as **"The Part 2 Land"** for the sake of brevity and convenience) and the details of sale deed executed at Sub Registrar are as follows;

Sr No.	Survey No.	Area (in Sq Mtr)	Seller	Sale Deed Registration No. & Date
1	72/3/2 (New Survey No. 3527)	26514	Goodlife Realtors	Registration No. 6405 Dated 25/09/2020
2	72/3/3 (New Survey No. 3528)	745	Goodlife Realtors	Registration No. 6405 Dated 25/09/2020
TOTAL		27259		

AND WHEREAS VIDE Agreement for Sale executed between Shri Subhash S. Kotadia HUF) and the promoter herein, the promoter has entered into agreement to Purchase Land bearing Srv.no. 67/1p (New Srv.No. 409) admeasuring 4030 Sq. Mtr., Land bearing Srv.no. 73/A (New S.No.3529) admeasuring 50 Sq Mtr., and land bearing Srv.no. 73/B (New Srv.no. 3531 admeasuring 94 Sq. Mtr. totally admeasuring 4174 Sq. Mtr. situated at in the Municipal Limit Vapi, Village **CHALA**, Taluka-Vapi, District Valsad, State Gujarat, (hereinafter referred as **"The Part 3 Land"** for the sake of brevity and convenience) and the details of Agreement for Sale executed at Sub Registrar are as follows;

Sr No.	Survey No.	Area (in Sq Mtr.)	Seller	Registration No. & Date
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1	67/1 (New Survey No. 409)	4030	Subhash S. Kotadia HUF	Registration No. 8156/19 Dated 29/08/2019
2	73/A (New Survey No. 3529)	50	Subhash S. Kotadia HUF	
3.	73/B (New Survey No.3531)	94	Subhash S. Kotadia HUF	
TOTAL		4194		

AND WHEREAS other parcel of land bearing **Srv.no** 75/2, Srv.no. 83/2, Srv.no. 77/4, Srv.no. 74/5 and Srv.no. 77/5 situated in the Municipal Limit Vapi, Village **CHALA**, Taluka-Vapi, District Valsad, State Gujarat, are ensconced by Part-1 land having no means of accessibility (hereinafter referred as **“The Part 4 Land”** for the sake of brevity and convenience). The Competent Authority while granting the Construction Permission has laid down the condition that the Promoter shall provide accessibility to the said land. The promoter is in negotiation with the Owners to purchase these lands and upon conveyance these lands shall form part of the Project Land.

AND WHEREAS the Promoter is in negotiation with the owners of adjacent land bearing Srv.no. 84/3, Srv.no. 85/5, Srv.no. 82/1, Srv.no. 77/2, Srv.no. 78/3, Srv.no. 78/p Srv.no. 75/14, Srv.no. 75/12, and Srv.no 75/6 situated at in the Municipal Limit Vapi, Village **CHALA**, Taluka-Vapi, District Valsad, State Gujarat (hereinafter referred as **“The Part 5 Land”** for the sake of brevity and convenience) and upon conveyance of the same shall become part of the project land.

AND WHEREAS The Promoter has planned residential-cum-commercial project on Part-1 Land, Part-2 Land, Part-3 Land, Part-4 land, Part-5 land and other parcel of land to be acquired in future forming a contiguous parcel of land (hereinafter for the sake of brevity and convenience be referred as the project **“The Larger Land”**) and the residential -cum- commercial project constructed and developed on the Larger Land (hereinafter for the sake of brevity and convenience together be referred as the project **“The Park”**).

AND WHEREAS the accessibility of the Larger Land is through permanent right of way / Road Facility, on the eastern boundary of the said land, connected with main Chala – Daman road, having 12 meter width on the eastern boundary of the Part -2 land leading to east to west from the land bearing survey No.109 situated at Village **CHALA**, Taluka-

Vapi, District Valsad, State Gujarat(hereinafter referred to as the **"RIGHT OF WAY I"** for the sake of brevity and convenience) and more particularly described in schedule – II;

AND WHEREAS The accessibility of the Larger Land is also from the main Challa-Daman Road through 18 meter wide irrevocable Right of way from land bearing Old Survey No.110/A/1/2/P1 (New Survey No. 1440), passing through land bearing Survey no. 110/A/1/2/P5 admeasuring 607.00 Square Meter, connected to the North-east boundary of the survey No. 72/3/3 (New Survey No. 3528), situated at Village **CHALA**, Taluka-Vapi, District Valsad, State Gujarat(hereinafter referred to as the **"RIGHT OF WAY II"** for the sake of brevity and convenience and more particularly described in schedule –II attached herewith;

AND WHEREAS The Owner has received permission from Daman Ganga Canal Authority to Construct 18 mtr wide Culvert across the Natural Storm water drain passing through the land bearing Survey No 110/A/1/2 vide letter dated **24/07/2017**.

AND WHEREAS the above referred irrevocable Right of Way I and Irrevocable Right of Way II (hereinafter for the sake of brevity and convenience) be together referred as the **"Irrevocable Right of Way"**.

AND WHEREAS GSPC gas pipeline is passing through the survey no. 72/3/1 (New Survey No. 3526) and survey no.72/3/2 (New Survey No. 3527). The GSPC has issued N.O.C vide letter dated 10/01/2018 at the time of construction permission subject to condition that no underground drainage, sewerage, or electric line underground or overhead should pass across the Right of Way of GSPC.

AND WHEREAS The Promoter for the sake of convenience in execution of the project The Park, and its management and formation of the society shall develop the project in Phase wise manner and shall divide the Project into sub phases and name the different phases as he may deems fit and shall register the different phases under GUJRERA.

AND WHEREAS the Promoter shall be at liberty to construct in the Project **The Park**, Apartment of different configuration, penthouse, bungalow, commercial premises, and High-Rise buildings as permissible under the prevailing Development Control Rules and its amendments thereof from time to time. The density and total number of units, common open space, utilities, no. of parking etc. to be constructed in the Project, The Park in different phases shall vary in accordance with the configuration of Apartment, penthouse, bungalow, commercial premises etc. based on demand and as permissible

under the prevailing development control rules and its amendments thereof from time to time.

AND WHEREAS The Allottees of different phases on completion of their individual phases shall commonly enjoy and share roads, Common plot, common facilities, common utilities such as Club House, Garden etc. or any other amenities and utilities developed in the individual phases which have been ear marked by the promoter as common amenities for all the phases. The promoter is at the liberty to exclusively develop some of the amenities earmarked for a particular phase which shall be exclusively used and maintained by the Allottees of the particular Phase.

AND WHEREAS M/s Goodlife Realtors the erstwhile owner of Land bearing Srv.No. 72/3/2 (New Srv.No. 3527) admeasuring 26514.00 Sq. Mtr situated at Village Chala, Vapi, Gujarat – 396191 has applied for Construction Permission and vide Rajachitthi No. VAADA/30-10-2020/1505799/01/000646/ODPS/192/20-21 dated 28/12/2020. The Promoter has received approval of residential cum commercial buildings marked as **M** having basement + Ground + 13 Floors, residential building **N, O, P, Q and F1-F2** having basement + Stilt + 13 Floors and club house marked as building **R**.

AND WHEREAS The Promoter has proposed to construct residential building M having basement + Ground + 13 Floors and N having basement + stilt + 13 upper floors. The consumed F.S.I as per the approved plan is **15408.55 Sq Mtr.** and the appurtenant land based on proposed Floor space Index utilization of 1.8 is 8561.00Sq Mtr. However the Promoter is entitled to utilize additional paid F.S.I of 0.6 as per the present CGDCR and the appurtenant land area base on utilisation of base F.S.I and paid F.S.I together @2.4 is 6420.23 Sq.Mtr. The appurtenant land admeasuring 8561.00 Sq Mtr. being part and parcel of the above referred The Part - 2 land bearing Survey No. 72/3/2 (New Survey No. 3527), admeasuring 26514 Square Meter (hereinafter for the sake of brevity and convenience shall be referred as **“The Serenity Park Phase I land”**) more particularly marked in Red in Annexure “A” and described under schedule III hereunder written. The project developed on the Serenity Park Phase I land consisting of residential cum commercial building M having basement +Ground floor +13 floors and Building N having basement + stilt + 13 upper floors land shall be (hereinafter for the sake of brevity and convenience shall be referred as **“The Serenity Park Phase 1”**).

AND WHEREAS the Promoter is in possession of the “The Serenity Park Phase 1 Land” and is entitled and enjoined upon to construct buildings on the same.

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to The Part-2 Land and The Serenity Park Phase I Land, and the plans, designs and specifications prepared by the Promoter's Architect Naitik Kumar Sumanbhai Patel and of such other documents as are specified under the Act and Rules made there under and the Allottee is satisfied in respect of the same;

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

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority has been inspected by the Allottee.

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

AND WHEREAS the authenticated copies of the plans annexed at Schedule "B" and specifications of the Apartment/ Shop agreed to be purchased by the Allottee has been annexed and marked as Annexure "C".

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals, and get the plan revised from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

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

AND WHEREAS the Promoter has accordingly commenced construction of the said buildings in accordance with the approved Plan.

AND WHEREAS the carpet area of the said Apartment/ Shop is _____ Square feet and "carpet area" means the net usable floor area of an Apartment/ Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Apartment/ Shop.

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. _____/- (Rupees _____ Only)** being part payment of the sale consideration of the Apartment/ Shop agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (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 hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment/ Shop with the Allottee, being in fact these presents and 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 Apartment/ Shop and the open parking.

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

1. The Promoter shall construct the said building/s consisting of one level basement and ground/ stilt, and 13 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment/ Shop of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a)

- i. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Apartment/ Shop No. _____ of the type _____ of carpet area admeasuring _____ Sq. feet on _____ floor in the building _____ wing _____ (hereinafter referred to as "the Apartment/ Shop") for the consideration of **Rs. _____/-** including **Rs. _____/-** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.
- ii. The 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. ft forming part of the Apartment/ Shop for the consideration of **Rs. _____/-**
- 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. feet forming part of the Apartment/ Shop for the consideration **Rs. _____/-**
- iv. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee wash area balcony having area admeasuring _____ Sq. Ft forming part of the Apartment/ Shop for the consideration of **Rs. _____/-**
- v. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee open parking space situated at **BASEMENT** being constructed in the layout for the consideration of **Rs _____/-**

1(b) The total aggregate consideration amount for the Apartment/ Shop mentioned herein above from clause 1 a (i) to (v) is thus **Rs. _____ /-** ("herein after referred to as "Total Consideration")

1(c)

- a. The Allottee has paid on or before execution of this agreement a sum of **Rs. _____/-** (Rupees _____ only) out of the total consideration as advance payment, the receipt

of same is hereby admitted and acknowledged by the Promoter and details of same are as follows:

Sr No.	Bank & Branch Name	Cheque /DD /RTGS/NEFT No.	Date	Amount
1				
2				
3				
Total				Rs.____ /-

b. And the Allottee hereby agrees to pay to the Promoter the balance amount of **Rs._____/- (Rupees _____Only)** in the following manner: -

i. Amount of **Rs._____/- (Rupees _____Only)** not more than 35% of the total consideration to be paid to the Promoter after the execution of Agreement

ii. Amount of **Rs._____/- (Rupees _____Only)** not more than 45% of the total consideration to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment/ Shop is located.

iii. Amount of **Rs._____/- (Rupees _____Only)** not more than 70% of the total consideration to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment/ Shop is located.

iv. Amount of **Rs._____/- (Rupees _____Only)** not more than 75% of the total consideration to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment/ Shop.

v. Amount of **Rs._____/- (Rupees _____Only)** not more than 80% of the total consideration to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment/ Shop.

vi. Amount of **Rs._____/- (Rupees _____Only)** not more than 85% of the total consideration to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with

waterproofing, of the building or wing in which the said Apartment/ Shop is located.

vii. Amount of **Rs. _____/- (Rupees _____ Only)** not more than 95% of the total consideration to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment/ Shop is located.

viii. Balance Amount of **Rs. _____/- (Rupees _____ Only)** against and at the time of handing over of the possession of the Apartment/ Shop to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The total price as stated above excludes Taxes (tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, Stamp Duty, Registration Fees, Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot], which shall be separately payable by the Allottee in the manner as may be decided by the Promoter. The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the 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(e) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ MCLR (S.B.I Bank) +2 % per annum for the period by which the respective installment has been preponed. The

provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The carpet area shall be measured from the unfinished surface. 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 days with annual interest at the rate of MCLR (S.B.I Bank) + 2% 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) In addition to the Total Consideration mentioned hereinabove, the Allottee is liable to pay the following amounts by way of charges or deposits:

Sr. No.	Amount (in Rupees)	Purpose
1.	Rs. _____/-	For purchasing necessary shares of the "Association of Allottees/ Society".

2.	Rs. _____/-	Towards one-year Advance Maintenance charges
3	Rs. _____/-	Towards Society Deposit
	Total:- _____/-	Rupees _____ Only

The Allottee shall bear any GST or any tax payable on the above-mentioned amounts. The above-mentioned Society Deposit shall be paid in name of "Association of Allottees"/" Proposed Society" as and when it is formed and functional. The Maintenance charges collected by the Promoter shall be utilized by the Promoter for the common expenses of the Project and for the maintenance of common amenities and up-keep of common areas and facilities. The balance amount of maintenance charges if any shall be transferred by the Promoter without any interest to the "Association of Allottees"/" Proposed Society" as and when the "Association of Allottees"/"Proposed Society" takes over the maintenance of the Project.

- 1(i) The Allottee hereby agrees that he/she/it/they shall also be liable to pay to the Promoter, their proportionate share of cost towards stamp duty and registration fees payable for transfer of Entire Project Land in the Project in favour of the "Association of Allotees"/" Proposed Society". If the Allottee fails to pay such amount, then the Promoter shall be entitled to deduct the proportionate amount from the Monthly Maintenance/Maintenance Deposit paid by the Allottee to the "Association of Allottees"/" Proposed Society"
- 1(j) The Allottee shall prior to the execution of Sale Deed, be liable to pay all other charges mentioned in Clause 1(a) to Clause 1(i) within 7 Days of upon intimation/Notice by the Promoter of the liability to pay such amount.
- 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 Apartment/ Shop to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/ Shop.
- 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 Apartment/

Shop to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both or as the case may be. 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 subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

- 3.1 The Promoter hereby declares that the base Floor Space Index of 1.8 + Paid Floor Space Index of 0.6 totally Floor Space Index of 2.4 is available as on date in respect of the Larger Land and its phases thereof. The Promoter has planned to utilize Floor Space Index of 3.0 on the Larger Land and its phase thereof by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme 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 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/ Shop based on the proposed construction and sale of Apartment/ Shops 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.
- 3.2 And WHEREAS the promoter hereby declares that he shall have right to amalgamate various parcels of land or sub divide land parcels for the approvals, completion, and future development of **The Park**, the Allottee or the Association of the Allottee(s) shall relinquish their proportionate right to such extent.
- 3.3 The Promoter along with its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners shall use the irrevocable right of way along with the internal roads through the project, "**The Park**" for the accessibility to Srv.no. 69, Srv.no. 61, their existing land parcels and for the land that are to be acquired in future.
- 3.4 The Promoter has planned to utilize 30% of ground coverage by consuming F.S.I. as mentioned on clause 3.1
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of MCLR(S.B.I Bank) + 2% 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 (S.B.I Bank) + 2% 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(s) to the Promoter.

- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the 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 defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and 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, promoter shall be entitled to terminate this Agreement unilaterally and thereafter the Promoter shall have right to sell or enter into agreement with third party without any reference to the Allottee, provided further that upon termination of this Agreement as aforesaid, the Promoter shall forfeit an amount equal to 25% of the total aggregate value of the flat as liquidated damage and shall refund to the Allottee the balance amount within a period of 6 months from the date of termination of the agreement.
- 4.3 The Allottee shall have a right to cancel this Agreement for Sale and withdraw from the Project only in case the Promoter fails to complete the Project within the time limit mentioned hereinabove (except delay due to Force Majeure conditions) and in such circumstance, the liability of the Promoter shall be limited to repay all amounts paid by the Allottee along with interest MCLR(S.B.I Bank) + 2% per annum calculated from the date of receipt of each installment.
5. The fixtures and fittings regarding the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its option in the said building and the Apartment/ Shop as are set out in Annexure 'C', annexed hereto.

6.1 The Promoter shall give possession of the Apartment/ Shop to the Allottee on or before 31st December 2024. If the Promoter fails or neglects to give possession of the Apartment/ Shop to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment/ Shop with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment/ Shop on the aforesaid date, if the completion of building in which the Apartment/ Shop is to be situated is delayed on account of –

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

The promoter shall be not liable to pay interest or consequential damages to the Allottee for delay in handing over the possession on the effective date as promised, if the Authority grants extension under reasonable circumstances, where promoter is not at default as mentioned under sec 6 of the ACT.

6.2 The promoter shall within 6 months from the receipt of the Completion certificate of The Serenity Park, shall convey the Land along with FSI consumed to the society or the associations of the Allottees subject to his rights (i) to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority; and (iii) to use all internal roads and all the facilities, amenities and services for such future and / or ongoing development or otherwise is saved.

7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment/ Shop to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment/ Shop to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee

agree(s) to pay the maintenance charges @ Rs. 3.20 as determined by the Promoter or association of The Allottee(s) revised from time to time. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment/ Shop within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartment/ Shops are ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment/ Shop 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 Apartment/ Shop 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.

7.4 If within a period of five years from the date of handing over the Apartment/ Shop to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment/ Shop or the building in which the Apartment/ Shop are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the 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.

- i. Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment/ Shop of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or an erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

- ii. In case of normal wear-and tear and damage resulting from rough handling, improper use or unauthorized modification by the occupant, vagaries of nature etc, the promoter shall not be liable to rectify the same under defect liability.
 - iii. Promoter shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory-made products which are not considered as defect by the manufacturers or the supplier.
 - iv. In case where guarantees and warranties are provided by the third parties, the same shall be extended to the Allottee and to honour such warranties and guarantees shall be at the sole discretion of the third party providing the same. The society or the individual Allottee shall also adhere to maintenance schedule as prescribed by the manufacturer/developer and in case fail to do so the defect liability shall cease to apply.
 - v. The Term Quality of a product shall not be construed upon to be used beyond the general performance of the product.
 - vi. The Allottee shall ensure that no undiluted reagents are used for cleaning of the Toilet and tiles as such use may lead to corrosion of R.C.C beneath and result in leakages. The joints of the floor tiles should be periodically filed with grouts to avoid any leakages. In future if there is any leakage/seepage of water/gutter-line due to usage of acid then the Allottee/Society shall be responsible for carrying out such repair work in its Apartment/ Shop or in the Apartment/ Shop located on upper/lower floor at their own cost and expenses
 - vii. The regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
8. The Allottee shall use the Apartment/ Shop or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s)s of Apartment/ Shops in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this

purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- i) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment/ Shop 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 Apartment/ Shop) of outgoings in respect of the Serenity Park Phase – I land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution calculated @Rs. 3.20/- on Rera Carpet Area towards the outgoings. Out of the monthly contribution an amount of 15% of the monthly collection should be paid towards the maintenance of Club. The amounts so paid by the Allottee to the Promoter shall not carry any interest. The promoter after deducting the cost incurred by him towards the maintenance cost shall transfer the balance amount 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 premises shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.

11. The Allottee shall proportionately pay to the Promoter cost of meeting all legal costs, charges, and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and byelaws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance of the structure of the building or wing of the building or the common areas, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- a. The Promoter has clear and marketable title with respect to the project land; and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- b. 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;
- c. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- d. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing

shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- f. 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;
- g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment/ Shop which will, in any manner, affect the rights of Allottee under this Agreement;
- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/ Shop to the Allottee in the manner contemplated in this Agreement;
- i. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;
- j. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- k. 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 Phase-1 land and/or the Project except those disclosed in the title report.
- l. The Promoter hereby expressly declares that the Open Parking under Stilt & Basement purchased by the Allottee do not form part of the Common Area and the Promoter has not included the cost of Parking under the cost of Common Area. And in the event the sale of open parking under Stilt & Basement is declared as common area and the same is declared null and void by any authority or Judiciary, the consideration paid by Allottee towards the sale of Parking shall be treated as amount paid towards cost of common areas.
- m. The Promoter shall obtain Environmental Clearance Certificate, FIRE NOC, LIFT NOC etc. form Concerned Authorities which are subject to certain

conditions. The Allottee or "Associations of Allottee" shall effectively comply with the set of conditions laid therein and shall exonerate the promoter from any future liability which may arise from noncompliance of the condition laid down on their part. The Allottees or their association shall give necessary affidavits, execute agreements if required from the Authority at the time of handing over of the society.

- n. The water requirement of the society shall be met through the municipality water connection and underground water. In case in future there is shortage of water due inadequate supply by the municipality or due to drop in underground water table, the promoter shall not be held liable for the same.

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

- a. To maintain the Apartment/ Shop at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment/ Shop is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/ Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/ Shop is situated and the Apartment/ Shop itself or any part thereof without the consent of the local authorities, if required.
- b. Not to store in the Apartment/ Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/ Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/ Shop is situated, including entrances of the building in which the Apartment/ Shop is situated and in case any damage is caused to the building in which the Apartment/ Shop is situated or the Apartment/ Shop on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- c. To carry out at his own cost all internal repairs to the said Apartment/ Shop and maintain the Apartment/ Shop 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 in or to the building in which the

Apartment/ Shop is situated or the Apartment/ Shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- d. Not to demolish or cause to be demolished the Apartment/ Shop 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 Apartment/ Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the Apartment/ Shop by fixing grills, railing, windows, Air conditioning outdoor unit, brackets for flower pots, or drying clothes etc. and shall keep the portion, sewers, drains and pipes in the Apartment/ Shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/ Shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment/ Shop without the prior written permission of the Promoter and/or the Society or the Limited Company
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment/ Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said Apartment/ Shop in the compound or any portion of the project land and the building in which the Apartment/ Shop is situated.
- g. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity, or any other service connection to the building in which the Apartment/ Shop is situated.
- h. 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 Apartment/ Shop by the Allottee for any purposes other than for purpose for which it is sold.
- i. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the

Apartment/ Shop until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

- j. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment/ Shops 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/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment/ Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.
- k. 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 buildings or any part thereof to view and examine the state and condition thereof.
- l. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- m. The Allottees shall not use the common open space, internal passage and common amenities in a manner which can cause nuisance, obstructions or disturbances to other occupants or visitors of the premises. In no case the Allottee shall construct or place any extra entry / door or Shoe Rack in common passage area. The common passage shall keep always free from obstruction
- n. Any fine or penalty levied by the Promoter/society shall be recovered as arrears recovered under the society act.
- o. The Allottee shall be liable to the damages done to the common property and any damages by the Allottee or its representative shall be deducted from the Security deposit and the same shall be replenished from time to time. Such cost is not limited to the security deposit and any dues toward the same will be recovered as per the provision of Society Bye- law.
- p. The Allottee shall regularly pay all the amounts (including interest) payable under this agreement.

- q. The Allottee does not get any right, title, or interest in the said Property by virtue of this Agreement for Sale. The titles of the said Property shall be transferred to the Allottee only after payment of full and final consideration amount (including all aforesaid charges) and upon execution of final sale deed in favour of the Allottee. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law, of the said Apartment/ Shop/Property or of the said Project and Building or any part thereof. The Allottee shall have no claim save and except in respect of Apartment/ Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, common amenities, facilities, and areas, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.
- r. The Allottee hereby expressly confirms that since the promoter is developing the project in phases, the residual or unutilized FSI with respect to individual phases shall be utilized by the promoter in other phases of the Project Land. However after completion of the Project and obtaining final occupancy certificate for the project any further additional FSI is available on payment of premiums or FSI available as incentive FSI by implementing various scheme 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 Regulations on the aforesaid "The Serenity Park", the Promoter may use the same after taking approval from 2/3rd of Residents.
- s. The Allottee hereby covenants that it shall not raise any objections against inclusions/exclusions of any type of legally permissible construction/ development being made in the said Project. The Allottee hereby covenants that the Promoter shall be entitled to develop the said "The Park "without any hindrance, objection or requisition from the Allottee notwithstanding any perceived or actual nuisance or inconvenience that may be caused owing to the construction work. Further, the Allottee covenants with the Promoter that the Promoter shall be entitled to undertake construction and develop the "The serenity Park/The Park" Project in the manner it desires and the Allottee shall extend all the co-operation to the Promoter for the same.
- t. The Allottee further covenants that he/she shall not park his vehicle except in the allotted space and shall not claim its right over open parking space which are open to sky in the event he has been allotted or purchased

parking in the stilt or basement. The allotted parking along with the flat shall be treated as single unit.

15. 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 the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/ Shops or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment/ Shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.
17. The Promoter informs the Allottee that the Promoter shall take Project Loan from any Financial Institutions, and as required may create charge over the entire Project Land. The Promoter assures to the Allottee that after execution of this agreement he shall not mortgage or create charge on the said Apartment/ Shop and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for time being in force, such mortgage or charge shall not affect the rights and interest of allottee who has taken or agreed to take such Apartment/ Shop.
18. **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 along with the payments due as stipulated in the Payment Plan within 15 (Fifteen) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 15 (Fifteen) 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 of the Allottee shall be treated as cancelled and shall forfeit an amount of 10% of the total

aggregate value of the flat as pre-estimated liquidation charges and the balance sum deposited by the Allottee in connection therewith shall be returned to the Allottee without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT**

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

20. **RIGHT TO AMEND**

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

21. **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 Apartment/ Shop, in case of a transfer, as the said obligations go along with the Apartment/ Shop for all intents and purposes.

22. **SEVERABILITY**

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

23. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee must make any payment, in common with other Allottee(s) in Project, the same shall be in

proportion to the carpet area of the **Apartment/ Shop** to the total carpet area of all the Apartment/ Shops in the Project.

24. **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 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.

25. 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, in 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. Hence this Agreement shall be deemed to have been executed at Vapi.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease 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.

27. That all notices 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/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee

(Allottee's Address) Notified Email ID:

M/s Promoter name

(Promoter Address) Notified Email ID:

It shall be the duty of the Allottee and the promoter to inform each other of any change in address after the execution of this Agreement in the above

address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

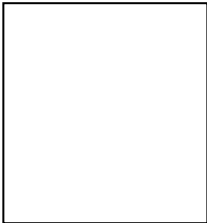
28. **JOINT ALLOTTEES** That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
29. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.
30. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
31. **GOVERNING LAW** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the agreement shall be subject to Vapi jurisdiction.
32. **Disclaimer**
The Allottee expressly acknowledge that, on the request of the Promoter he has given inspection to all the documents, plans design and specifications herewith enclosed and satisfied with the detail and specification provided and has not relied upon any other representation made by the Promoter in regard to the said Project, and after being satisfied of the same has agreed to purchase the Apartment/ Shop. The Allottee further agrees that advertisements, Project Broacher etc. are only schematic representations. The pictures used in advertisement and brochure are artist's imagination and must not be construed as real example or offer.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Vapi in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED
The First Party

Promoter: _____

(Authorized Signatory)



WITNESSES:

1. Name:- _____

Signature _____

2. Name:- _____

Signature _____

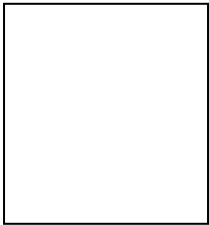
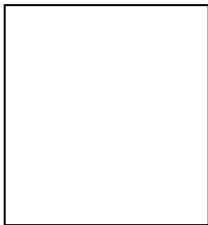
SIGNED AND DELIVERED BY THE WITHIN NAMED

The Second party

Allottee: (including joint buyers)

(1) _____

(2) _____



in the presence of **WITNESSES:**

1. Name:- _____

Signature _____

2. Name:- _____

Signature _____

Signature _____

SCHEDULE – I

(Description of The Part-1 Land)

All that piece or parcel of Non-Agricultural land for Residential and Commercial Purpose bearing Survey No. 72/3/2 (New Survey No. 3527) admeasuring-26514.00 Sq. Mtr. situated, lying and being at Village CHALA, Taluka VAPI District VALSAD in the Registration of VALSAD and Sub-District VAPI and bounded as under:

- On or towards
- North : Srv. no.3526, Srv.no. 3528
 - South : Srv.no. 69, Srv.no.70
 - East : Srv.no.109, Srv.no.110
 - West : Srv.no.3526, Srv.67/1 and Srv.no.75/6

SCHEDULE – II

12 Meter irrevocable Right of Way I through land bearing Survey No.109- and 18-Meter-wide irrevocable Right of Way II through Survey No. 110/A/1/2/P1, admeasuring 3450.00 Square Meter and Survey No. 110/A/1/2/P5, admeasuring 607.00 Square Meter, and survey No.72/3/3 admeasuring 745.00 Square meter of Village CHALA, Taluka Vapi, District Valsad.

SCHEDULE – III

(Description of The Serenity Park Phase -1 Land)

All that piece or parcel of Non-Agricultural land bearing Survey No. 72/3/2 (New Survey No. 3527) admeasuring about 8561.00 Sq. Mtr. out of total land admeasuring 26514.00. situated, lying and being at village CHALA, Taluka VAPI District VALSAD and bounded as under:

- On or towards
- North : Srv. no.3526, Srv.no. 3528
 - South : Balance land of Srv.no. 3527
 - East : Srv.no.109, Srv.no.110
 - West : Srv.no.3526

SCHEDULE-A

(Description of said Apartment/ Shop)

All that **Property** being Apartment/ Shop No_____, situated on_____ floor of _____ Building **Wing** _____ and admeasuring _____Sq. feet of carpet area along with proportionate common area appurtenant to the Apartment/ Shop admeasuring _____Sq. Feet being constructed on the Phase -1 Non -Agricultural land bearing Survey No. 72/3/2 (New Survey No. 3527) admeasuring about 8561.00 Sq. Mtr. out of total land admeasuring 26514.00 Sq. Mtr. situated, lying and being at Village CHALA, Taluka VAPI District VALSAD in the Registration of VALSAD and Sub-District VAPI.

The detail of the carpet area of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASER) to the said Property is as follows:

Building No.	Apartment No.	Apartment /Shop type	Carpet Area (in Sq. feet)	Balcony Area (in Sq. feet)	Wash Area (in Sq. feet)

The said Property is bounded as under:

On or towards

North :

South :

East :

West :

SCHEDULE-B
APARTMENT FLOOR PLAN

ANNEXURE A
APPROVED LAYOUT PLAN

ANNEXURE B
RERA REGISTRATION CERTIFICATE

ANNEXURE C

(Specification and amenities for the Apartment/ Shop)

Internal Specifications

Flooring

- Designer vitrified tiles of a reputed brand in living, dining, kitchen & bedroom
- Anti-Skid ceramic tiles in all bedrooms and balconies
- Designer Ceramic tiles in all bathrooms upto lintel level

Wall & Painting

- Exterior Waterproof Paint on outside walls
- Interior Plaster with Wall Putty

Doors & Windows

- Decorative Main Door
- All Internal Flush Doors with Paint or laminate on Both Sides
- Powder Coated aluminum windows of high quality

Plumbing

- Concealed toilet fittings & sanitary ware from reputed brand

Electrification

- Modular Switches from reputed brand
- Appropriate lighting & Earthing protection
- Adequate electric points in all flats

Kitchen

- Granite top Kitchen platform with stainless steel sink

Recreational Features

- Yoga and Meditation area
- Exercise Trail
- Children Play Area

Tower Features

Elevators

- Latest automatic lifts with elegant interiors from reputed brand

Security

- CCTV Surveillance
- 24 Hours manned security at main gate
- Intercom facility

ANNEXURE D

LAYOUT OF THE SERENITY PARK PHASE-1 LAND

Photograph of said Property

RECIEPT

Received of and from the Allottee above named the sum of Rs. _____/- in words (Rs._____Only) on execution of this agreement towards Earnest Money Deposit or application fee I say received.

Sr No.	Bank & Branch Name	Cheque /DD /RTGS/NEFT No.	Date	Amount
1				
2				
3				

Signature _____

Name _____