

Note: This is a draft of the Agreement for Sale with respect to 'ARCHWAY' Project, which may be modified and adapted in each case having regard to the discussions with the Allottee and other such facts and circumstances of respective case subject to the same not being in violation of the Real Estate (Regulation and Development) Act, 2016.

AGREEMENT FOR SALE
(WITHOUT POSSESSION)

THIS AGREEMENT FOR SALE ("**Agreement**") is entered into at Ahmedabad on this _____ day of _____, 2022:

BY AND BETWEEN

ADANI INFRASTRUCTURE AND DEVELOPERS PRIVATE LIMITED [AIDPL] [PAN NO. AAFCA 9521 J], a company incorporated under the Companies Act, 1956 and an existing company under the Companies Act, 2013, having CIN No. U45201GJ2006PTC066449 and having its registered office at 10th Floor, Shikhar, Near Adani House, Mithakhali Six Roads, Navrangpura, Ahmedabad – 380 009, Gujarat, India, for the sake of brevities, hereinafter referred to as the "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors in interest and permitted assigns) of the **ONE PART;**

AND

PAN: _____, Aged about _____ years,

And

PAN: _____, Aged about _____ years,

All Residing at: _____,

hereinafter referred to as the **"Allottee/s"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) company, corporation, or limited liability partnership, its successors and permitted assigns, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner, its or their successors and permitted assigns, (iv) Hindu undivided family, the Karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the **OTHER PART**.

The Promoter and the Allottee, are hereinafter collectively referred to as **"the Parties"** and individually as a **"Party"**.

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires;

- a) **"Applicable Laws"** shall mean and include any applicable statutes, laws, regulation, ordinances, rules, judgments, rule of law, orders, decrees, clearance, approvals, directives, guidelines, policy, notifications, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by any statutory or regulatory authority, in effect in India as on the

date of this Agreement or thereafter, and in each case, as amended from time to time;

- b) **"Common Areas and Facilities"** means the areas, amenities and facilities to be developed upon the Project Land (more particularly described in this Agreement) as a part of the Project, all common areas within the Project Land which are intended for the common use of, inter alia, the Allottee(s), purchasers, owners and occupants, from time to time of the units in the Project and more particularly described in the schedule annexed hereto and marked as **Third Schedule**.
- c) **"Force Majeure Events"** includes any: (1) acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, or civil wars, riots, commotions disorders, strikes or lockouts, munitions of war, explosive materials, ionising radiation or contamination by radioactivity, any kind of pandemic, any kind of epidemic and natural catastrophes, (2) hindrance, interference, or obstruction, suffered by the Promoter, in relation to the Project / Project Land (defined hereinafter) or any part thereof, and/or the development of the Project Land and/or the Project, (3) claim, dispute, or litigation, which affects the Project Land or any parts thereof, and/or the Project, (4) notice, order, judgement, decree, rule, regulation, notification or directive, and/or policies of Governmental Authorities and/or terms and conditions or any Approvals, which affects the Project Land and/or the development thereof, and/or the Project, (5) prohibitory order being passed by any Governmental Authorities, which affects, or hinders, the Project Land and/or the development thereof or any part thereof, and/or the Project, (6) delay or refusal in issue of any approvals, including occupation certificate/s, as may be required in respect of the Project, and/or the towers, and/or the Common Areas and Facilities (defined hereinafter) to be issued by any Governmental Authority, and (7) non-availability, or short, or infrequent, supply, of steel, cement, other building materials, water or electric supply/connections, or drainage/sewage connections or labour, workers, TDR, etc. not due to a default by the Promoter.

WHEREAS:

- A.** The said Promoter is engaged in the business of real estate development;
- B.** The Promoter, along with its associates, is developing a Project named **'ARCHWAY'** on the land being Non - Agricultural use Land for Multi-Purpose [Permission u/s. 65 of Gujarat Land Revenue Code 1879] bearing Block No: 131 / paiki covered under T.P.S. No. 34 given final Plot No. 19 admeasuring 12173 Sq. Mtrs. situate, lying and being at Mouje Jagatpur, Taluka Ghatlodiya – District Ahmedabad, and Sub- District Registration at Ahmedabad – 8 [SOLA];
- C.** By virtue of several sale deed, as detailed in the below table, the Promoter became the absolute and unequivocal owner and possessor of and is sufficiently entitled to all those pieces and parcels of the land being Non - Agricultural use Land [Permission u/s. 65 of Gujarat Land Revenue Code 1879] bearing Block No: 131 / paiki covered under T.P.S. No. 34 given final Plot No. 19 admeasuring 12173 Sq. Mtrs. situate, lying and being at Mouje Jagatpur, Taluka Ghatlodiya – District Ahmedabad, and Sub- District Registration at Ahmedabad – 8 [SOLA] (**"Project Land"**).

Sr NO.	Village	Block No.	Sale deed Registration No.	Sale deed Date
1	Jagatpur	131 (paiki)	4756	04.03.2022
2	Jagatpur	131 (paiki)	4759	04.03.2022

- D.** The District Collector, Ahmedabad has passed orders to convert the said project land into Non Agricultural land vide (a) Order No. CB/NA/AHMEDABAD/JAGATPUR/131p/995082/2018 dated: 20-12-2018 and converted land admeasuring 6086 Sq.Mtrs. into Non Agricultural Use land, (b) Order No. 395/07/17/051/2019 dated: 08-07-2019 and converted land admeasuring 5981 Sq.Mtrs. into Non Agricultural Use land and (c) Order No. 921/07/17/051/2019 dated: 27-08-2019 and converted land admeasuring 106 Sq.Mtrs. into Non Agricultural Use land, thus aggregating 12173 Sq.Mtrs. of land [**"Project Land"**]
- E.** That the Promoter proposes to develop a residential Project under the name **'ARCHWAY'** (**"Project"**) on the said Project land and more particularly described in the schedule written hereunder and marked as **First Schedule**.

F. The Project consists of residential Units as described in TABLE below:

Tower/Block No.	Block No. As Per Sanctioned Plans	No. of Floors	No of Units in Block
	TOTAL		

G. The Promoter is developing _____ residential Units on the Project Land and the Project shall comprise of total _____ nos. of residential towers along with basement and hollow plinth parking and Common Areas and Facilities (defined hereinafter).

H. Ahmedabad Municipal Corporation ("**AMC**") has granted permission for carrying out development of the Project, and in furtherance of the same, has granted relevant sanctions including the lay out and building plans, elevations etc. on the said Project Land, duly approved by AMC Vide Vide Development Permissions bearing Nos. (1) 05847/021221/A5412/R0/M1 dated 05.03.2022, (2) 05848/021221/A5413/R0/M1 dated 05.03.2022, (3) 05849/021221/A5414/R0/M1 dated 05.03.2022, (4) 05850/021221/A5415/R0/M1 dated 05.03.2022 (5) 05851/021221/A5416/R0/M1 dated 05.03.2022, (6) 05852/021221/A5417/R0/M1 dated 05.03.2022, (7) 05853/021221/A5422/R0/M1 dated 05.03.2022 and (8) 05854/021221/A5423/R0/M1 dated 05.03.2022, copies of the same are annexed herewith and marked as **Annexure A (colly)**.

I. The Promoter has registered the Project under the provisions of The Real Estate (Regulations and Development) Act 2016 ("**RERA**") with the Real Estate Regulatory Authority at Gandhinagar ("**Authority**") and the said Authority has issued a Registration Certificate of Project dated _____ bearing reference no. _____. A

copy of the said Registration Certificate is annexed herewith at **Annexure-B**.

- J.** The Allottee herein has expressed his desire for purchasing a residential unit in the Project, being Unit No. ____ situated on ____th Floor of "____" Tower.
- K.** In furtherance to the same, the Promoter has furnished to the Allottee and the Allottee has read and verified the copies of:
1. Title documents including the title certificate issued by the legal advisors of the Project, relating to the Project Land;
 2. Sanctioned plans and development permission issued by the concerned authority;
 3. N. A. permission in relation to the Project Land;
 4. Project specifications and related details; and
- such other requisite documents related with the Unit. The allottee having been fully satisfied, has agreed not to raise any dispute/ objection/ question in respect of the same in future.
- L.** The Allottee/s has/ have themselves and through their advocates/ consultants verified all details and documents and the Allottee is fully satisfied about the right, title and interest of the Promoter with respect to the Project Land on which the Project is being developed and regarding all the permissions obtained by the Promoter and in future the Allottee shall not raise any dispute, objection in respect of the same. The Allottee has also verified the documents filed/ uploaded by the Promoter with the RERA Authority and is agreeable and satisfied with the same.
- M.** Being satisfied with the title of the Project, Project Land and permissions so far granted by the concerned authorities, the Allottee submitted an application form dated _____ ("**Application**") in order to book the above mentioned unit in its / his / her / their favour. The Allottee has conducted a site visit and acquainted himself/ herself/ itself/ themselves with the site of the said unit and has also verified the details and documents filed/ uploaded on the website of the RERA Authority and is satisfied with the same.
- N.** Subject to the terms herein, the Promoter has also agreed to sell the aforesaid unit being Unit No. _____, admeasuring about _____ sq.ft / _____ sq.mtrs Carpet Area as per RERA and exclusive balcony having

approximate area of _____ sq. mtrs. and exclusive wash area of _____ sqmtrs, situated on ____ Floor of Tower ____ ("**Unit**"), more particularly described in the schedule annexed herewith and marked as **Second Schedule**, together with the proportionate undivided share admeasuring about _____ sq.mtrs in the Project Land and the proportionate right to use Common Areas and Facilities appurtenant to the premises as are described in the Third Schedule. The above areas with respect to the Unit have been calculated on the basis of unfinished wall surfaces. The Allottee has checked the calculation of the areas and is satisfied with the same and has no disputes in this regard.

- O.** Under Section 13 of RERA, the Promoter is required to execute a written Agreement for Sale of said Unit with the Allottee(s) and also to register said Agreement under the Registration Act, 1908.
- P.** In view of the aforesaid, the Parties are desirous of recording the terms and conditions on which the Promoter has agreed to sell the said Unit to the Allottee and the Allottee has agreed to purchase the said Unit from the Promoter and therefore, the Parties have entered into this Agreement without possession on the terms and conditions more particularly set out herein without any prejudice to each other.

NOW THIS AGREEMENT WITNESSETH and in consideration of mutual promises and covenants, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged and agreed to by the Parties, the Parties have agreed to execute these presents as under:

1. AGREEMENT TO SELL

- (a) The Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase from the Promoter the Unit being, Unit No. _____ admeasuring about _____ sq.ft/ _____sq.mtrs Carpet Area as per RERA and exclusive balcony having approximate area of _____ sq.ft./ _____sq. mtrs. and exclusive wash area of _____ sq, ft / _____ sqmtrs. situated on _____ Floor of Tower _____ (hereinafter shown in floor plan annexed herewith and marked as **Annexure C** highlighted with red color boundary) thereon together with the proportionate undivided share admeasuring about _____ sq.mtrs in the Project Land situate lying and being at Moje Jagatpur, Taluka Ghatlodiya, in the

Registration District of Ahmedabad, and Registration Sub District at Ahmedabad – 8 [Sola], and more particularly described in the Second Schedule to this Agreement, along with the proportionate right to use Common Areas and Facilities, more particularly described in the Third Schedule hereunder written.

- (b) The Promoter shall provide vehicle parking spaces in the Basement or Hollow plinth and open area of the said Project as per the provisions of the prevalent General Development Control Regulations ("**GDCR**").
- (c) The specifications of the said Property with regard to the flooring, toilet fittings, sanitary fittings, lift etc. to be provided by the Promoter are as set out in the annexure annexed herewith and marked as **Annexure D**. It is to be noted that the said specifications are subject to change due to reasons beyond the control of the Promoter. The Allottee is satisfied about the specifications and amenities agreed to be provided by the Promoter and undertakes that the Allottee shall not raise any objection in this respect hereafter.

2. CONSIDERATION AND PAYMENT TERMS

A. Basic Consideration

The basic sale consideration with respect to the said Unit is agreed at **Rs. ____/-** (Rupees _____Only) ("**Basic Consideration**"). The Basic Consideration mentioned hereinabove is inclusive of the price for the appurtenant areas of the said Unit meant for exclusive use of the Allottee, the price for the proportionate undivided share in the Project Land, proportionate price for right to use the Common Areas and Facilities, subject to the terms of this Agreement and subject to the payment of maintenance for use of the Common Areas and Facilities.

B. Other Charges

In addition to the Basic Consideration, the Allottee shall also have to make due payments of other charges in accordance with such terms as are described in schedule attached herewith and marked as **Fourth Schedule** including charges towards:

- i. charges pertaining to AMC/ GEB/ Legal/ Water usage Charges;
- ii. Lumpsum maintenance charges for the Project, to be paid to the Promoter, and / or such other entity as the Promoter may designate, for a period of approximately ____ months from the date of actual possession or Cut Off Date (defined hereinafter) whichever is earlier towards the Allottee's share for the maintenance, operation and management of the Project including the Common Areas and Facilities ("**Society Maintenance Charges**"). On expiry of the aforesaid ____ months, the Allottee shall make such payment on a monthly/ quarterly basis towards Society Maintenance Charges as are decided by the Promoter/ such other entity as the Promoter may designate/ Society (defined hereinafter), as the case may be. In the event, if there is a shortfall of funds after utilization of the Society Maintenance Charges and the interest amount from the Society Maintenance Deposit (defined hereinafter), then on demand of the Promoter/ such other entity as the Promoter may designate/ Society, as the case may be, the Allottee shall make such payments towards the operation and maintenance of the Project including the Common Areas and Facilities;
- iii. Society Maintenance Deposit, which shall be an interest free amount to be deposited with Promoter/ such other entity as the Promoter may designate/ Society, as the case may be, towards securing due payment of the Society Maintenance Charges and to meet any capital/ major expenditure with respect to the maintenance, operation and management of the Project including the Common Areas and Facilities ("**Society Maintenance Deposit**"). The Promoter/ such other entity as the Promoter may designate/ Society, as the case may be, shall be entitled to utilize the interest generated out of the Society Maintenance Deposit towards maintenance, operation and management of the Project including the Common Areas and Facilities;
- iv. stamp duty charges, registration fees, gas connection deposit, electricity meter charges, legal charges and any other third-party payment etc.

- v. any GST, taxes, levies, charges etc. to be paid now or in future as per the applicable laws with respect to the aforementioned payments/ charges etc. to be paid by the Allottee.

All the aforesaid charges are hereinafter collectively referred as "**Other Charges**" and details of which are provided in the Fourth Schedule along with the Cost Sheet and Payment Schedule with such terms as contained therein and agreed by the Allottee. Further, the Basic Consideration and Other Charges shall hereinafter be collectively referred to as "**Entire Consideration**". It is reiterated that the taxes, if any, with respect to other charges shall be borne by the Allottee.

The Other Charges as mentioned in **Fourth Schedule** hereto are indicative. The Allottee/s agrees to pay to the Promoter and / or any such other entity as may be designated by the Promoter and / or the Society, as the case may be, any incremental charges over and above the charges indicated in **Fourth Schedule**.

C. Payment Schedule

- (a) As per the terms of the Application, the Allottee has opted for the _____Plan with respect to payment of the Entire Consideration. In furtherance of the same, the Allottee shall have to make due payments towards the Entire Consideration strictly as per the details and timelines as contained/ stipulated in the Fourth Schedule and as per the Cost Sheet and terms, contained therein and agreed by the Allottee.
- (b) The Allottee shall make payments towards the Entire Consideration in accordance with the **Fourth Schedule** and as time is the essence of this Agreement, any default by the Allottee in this regard shall entitle the Promoter to enforce default remedies as set out in this Agreement in addition to any other remedy available to it in law.
- (c) On or before the execution of this Agreement, the Allottee has already made payment of **Rs. _____00/- (Rupees _____Only)** vide below mentioned cheques/D.D./RTGS towards part payment of the Entire Consideration of the said Unit agreed to be sold by the

Promoter to the Allottee as “**Earnest Money**” (the payment and receipt whereof the Promoter doth hereby admit and acknowledges).

Cheque / Payment Date	Bank / Online Transfer Name	Cheque / NEFT / RTGS No.	Amount (in Rs.)
Total Received Amount			

- (d) The Allottee hereby covenants and represents that he/ she shall pay the balance amount of Entire Consideration to the Promoter in the following installments, time being the essence of this Agreement, in the following manner:-
- i. Amount as per Fourth Schedule (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
 - ii. Amount as per Fourth Schedule (not exceeding 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 is located.
 - iii. Amount as per Fourth Schedule (not exceeding 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 is located.
 - iv. Amount as per Fourth Schedule (not exceeding 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.
 - v. Amount as per Fourth Schedule (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

- vi. Amount as per Fourth Schedule (not exceeding 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 is located.
- vii. Amount of as per Fourth Schedule (not exceeding 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 is located.

Balance Amount as per Fourth Schedule against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

(e) Exclusive of Taxes

The Basic Consideration and the charges as mentioned in Fourth Schedule are exclusive of any taxes, levies, cesses, betterment charges, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, and payable in respect of the sale and purchase of the said Unit or howsoever arising from the transaction contemplated herein to any Government/ Semi Government/ Local Authority. Any and all taxes like or in the nature of Goods and Services Tax ("**GST**") or Stamp Duty, registration fees, or any tax, levy or imposts of any kind or nature (whether present or future), arising out of or in connection with the sale or transfer of the said Unit to the Allottee or the transaction contemplated herein shall be borne and paid by the Allottee or reimbursed by the Allottee within 7 days of such a demand being raised by way of an appropriate notice by the Promoter to the Allottee.

(f) Escalation-Free

The Basic Consideration 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 such charges as may be levied or imposed by the

competent authority Local Bodies/ Government, after the execution of this Agreement. The Promoter agrees that while raising such a demand for such additional costs on the Allottee for any increase in the development charges, cost, or levies imposed by the competent authorities or the like, the Promoter shall enclose/ intimate the said notification/ order/ rule/ regulation published/ issued under which such additional charges are being levied, along with the demand letter being issued to the Allottee.

(g) **Variation**

The Promoter shall confirm the final Carpet Area of the Unit after the construction of the Unit is complete and the Building Use Permission is granted by the competent authority with respect to such Unit, by furnishing details of the changes, if any, in the Carpet Area, subject to a variation cap of (3%) three percent. If the variation in carpet area of Unit is more than 3% (three percent) then the Basic Consideration and Other Charges (calculated on area basis) payable for the Carpet Area shall be recalculated respectively for the changed area, upon confirmation by the Promoter. If there is any reduction in the Carpet Area of more than 3% (three percent), then the Promoter shall refund the excess monies paid by the Allottee within 45 (forty-five) days from date of receipt of notice from Allottee with interest calculated at the rate of State Bank of India's marginal cost of lending rate plus 2% per annum i.e. MCLR + 2% per annum ("**Specified Interest Rate**"), from the date of receipt of such excess amount from the Allottee. If there is any increase in the Carpet Area of more than 3% (three percent) of the Unit, then the Promoter shall raise an appropriate demand of additional amounts to the Allottee and Allottee shall pay such additional amounts within 45 (forty-five) days of such demand.

(h) **Adjust / Appropriation**

The Promoter shall be entitled to adjust/ appropriate all payments, made by the Allottee, under any head(s) and in any order as the Promoter may deem fit and proper against any outstanding dues of the Allottee under this Agreement.

(i) **Usage**

The Allottee shall be entitled to use the Unit as approved in sanction plan of the Project for residential use only and that the Allottee shall not do or omit to do anything which may amount to change of user.

(j) **Delayed Payment Interest**

In case of any delay of any payment or part thereof, due and payable under this Agreement from the Allottee, including but not limited to the installments of the Entire Consideration as per the Fourth Schedule and the terms mentioned herein, then notwithstanding and/ or without prejudice to the Promoter's rights of termination of this Agreement, the Allottee shall be liable to pay interest at Specified Interest Rate i.e., MCLR + 2 % p.a. on all such delayed payments from the due date as specified in Fourth Schedule under this Agreement till the date of actual receipt of the delayed payment by the Promoter. The Promoter shall, under such circumstances, be entitled to withhold the delivery of possession of the Unit to the Allottee until the actual receipt of all and entire dues, under this Agreement from the Allottee.

(k) **Dishonor of instruments**

If any of the payment cheques/ banker's cheque or any other payment instructions of/ by the Allottee is/ are not honored for any reason whatsoever, then the same shall be treated as default under this Agreement and the Promoter may at its option be entitled to exercise the recourse available thereunder and under Law Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of INR 5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be INR 10,000/- (Rupees Ten Thousand only) in addition to the interest for delayed payment. Thereafter, no cheque will be accepted, and payments shall be accepted through bank demand draft(s) or RTGS, NEFT or any other online mode only or as may be directed by the Promoter.

(l) **Transfer of Allottee's Rights Under this Agreement for Sale:**

(a) The Allottee(s) shall not be permitted to transfer his/ their rights under this Agreement in favour of any third party for a period of 18 months from the date of booking.

(b) On expiry of the aforesaid period of 18 months, if, the Allottee(s) wishes to transfer his/ their rights under this

Agreement in favour of any third party then, subject to mutually agreed terms between the Parties herein, this Agreement shall have to be cancelled by the Parties and a fresh agreement for sale shall have to be executed in favour of the nominee / third party of the Allottee(s) on the same terms and conditions as agreed herein or as may be mutually agreed between the Parties. The Allottee(s) and/ or nominee/ third party of the Allottee(s) shall bear all the necessary charges not limiting to below clause (d) for completion of sale transaction in favour of the nominee/ third party of the Allottee(s) and nothing shall be payable by the Promoter.

- (c) It is further agreed between the Parties that in case of transfer of Allottee's rights under this Agreement, the Promoter shall be entitled to charge a fee of Rs. ____/- per [sq. feet / sq. mts] of Carpet Area of the Unit from the Allottee(s) as transfer fee for each such and subsequent transfers.
- (d) It is further clarified and agreed between the Parties that all costs such as stamp duty, registration fees, legal fees, taxes, etc. with respect to cancellation deeds or new agreement for sale or any other document shall be borne and paid by the Allottee and / or the nominee third party of the Allottee(s), as the case may be, and nothing shall be payable by the Promoter.
- (e) It is further clarified and agreed between the Parties that in any event of Termination / Cancellation of this Registered Agreement to Sell [mentioned in this Agreement], the Allottee/s shall pay Registration fees for Cancellation and shall execute and sign the said Cancellation Deed and shall remain present before the Concern Sub Registrar to complete the entire process for its' Registration.

3. COMPLETION

- (a) On or before 31st March, 2026, subject to terms of this Agreement including the Force Majeure Events, the Promoter shall, complete, (i) the Project and (ii) obtain Building Use Permission / occupancy certificate from the concerned Authority with respect to said Unit ("**Completion Date**").

- (b) The Promoter shall be entitled to any reasonable extension for handing over the possession of the Unit, if the completion of the Project in which said Unit is situated, is delayed on account of Force Majeure Events.
- (c) In the event, if the necessary permissions / approvals / clearances etc. as may be required for handing over the possession of the Unit to the Allottee is delayed on account of any reason not attributable to the Promoter, including any delay from the competent authority to grant/ sanction such permissions/ approvals/ clearances, commencement of any legal proceedings adversely affecting the procurement of such permissions/ approvals/ clearances etc., then the Promoter shall not be held responsible for any ensuing delay in handing over of the possession of the Unit beyond the Completion Date.
- (d) If the Promoter fails to complete the Project by the Completion Date, except as provided for in this Agreement including Force Majeure Events, then the Promoter agrees to pay to the Allottee who continues with the allotment of the Unit, interest at the Specified Interest Rate i.e., MCLR + 2 % p.a., on all the amounts paid by the Allottee, for such period of delay, till the date of handing over the possession of the Unit to the Allottee.
- (e) The Allottee shall have a right to cancel / terminate this Agreement and withdraw from the Project only if the Promoter fails to complete the Project within Completion Date subject to sub-clauses [(b) and (c)] hereinabove. Upon such cancellation/ termination and withdrawal by the Allottee from the Project, the Promoter shall repay Basic Consideration paid by the Allottee (excluding taxes) along with interest at the Specified Interest Rate calculated from the date of receipt of such amounts respectively till the date of actual payment/ refund to the Allottee. Upon refund of the said amount together with interest as stated hereinabove, the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever with respect to the Unit in any manner whatsoever and the Promoter shall be entitled to deal with or dispose of the Unit or part thereof to any person or party as the Promoter may desire at its absolute discretion.

4. FSI ENTITLEMENT

- (a) The Promoter shall utilize 21911.40 sq mts as per regular Floor Space Index ("**FSI**"), 10954.58 sq mts as chargeable FSI and thus an aggregate of 32865.98 sq mts FSI (out of total available FSI 32867.10), including regular FSI plus chargeable FSI shall be utilized towards the development of the Project ("**Project FSI**"). The Promoter may avail Transfer Development Rights ("**TDR**") or FSI available on payment of premiums or FSI available as an incentive FSI by implementing various schemes as mentioned in the General Development Control Regulations or based on the expectation of increased FSI which may become available in future on modification to General Development Control Regulation. Pursuant thereto, the Allottee hereby specifically agrees and consents that the Promoter shall be entitled to consume the balance FSI remaining after deducting the Project FSI at its sole discretion. Any additional FSI that maybe available with respect to the said Project due to any governmental norms/ regulations/ policies, the same shall belong to the Promoter only subject to the Applicable Laws. The Allottee hereby admits and acknowledges the aforesaid rights of the Promoter and shall not at any time raise any dispute objection or contention whatsoever in that behalf and hereby expressly, unconditionally and irrevocably gives consent to the same.

5. POSSESSION

- (a) The Promoter shall deliver possession of said Unit on or before the Completion Date i.e., 31st March, 2026. The Promoter within a period of 30 (thirty) days, from the procurement of the Building Use permission pertaining to the Unit, shall offer in writing, possession of the Unit, to the Allottee in terms of this Agreement, subject to the payment of the Entire Consideration by the Allottee, ("**Possession Notice**"). Within 30 (thirty) days from the receipt of the Possession Notice ("**Cut Off Date**"), the Allottee shall make complete payment of the Entire Consideration, in terms of this Agreement along with the required Stamp Duty and Registration fees for Conveyance Deed. Pursuant to such payment of the Entire Consideration and required Stamp Duty and Registration fees for Conveyance Deed, the Promoter and the Allottee shall execute and duly register a Conveyance Deed with respect to the Unit ("**Conveyance Deed**")

along with execution of other necessary documents, indemnities, declarations and such other documentation as may be required by the Promoter and on execution and registration of the Conveyance Deed, the Allottee shall take actual physical possession of the Unit with the keys of the Unit. Upon receiving possession of the Unit, the Allottee/s shall be deemed to have accepted the Unit, in consonance with this Agreement, and shall thereafter, not make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed. The Allottee/s expressly understands that from such date the risk and ownership to the Unit shall pass and be deemed to have passed to the Allottee/s.

- (b) If the Allottee fails to take possession of the said Unit within **the Cut Off Date**, for any reason not attributable to the Promoter, then the Allottee shall pay **Rs._____** per day as Holding Charges to the Promoter ("**Holding Charges**") from such Cut Off Date to the Promoter and the Promoter shall be entitled to utilize/ charge/ appropriate Other Charges with respect to the Unit like Society Maintenance Charges, interest amounts from Society Maintenance Deposit, as stated hereinabove, and from such Cut Off Date the Allottee shall be liable to make payments of such municipal taxes, proportionate land revenue, water taxes, electricity charges and other such charges or like as applicable and in the event if the Promoter, at its sole discretion, makes such payments on behalf of the Allottee, then the Allottee shall make payment of such amounts/ reimburse within 7 days of such demand being raised by the Promoter. Without prejudice to the rights of the Promoter under this Agreement, the Promoter may continue to charge Holding Charges for 90 days, however on expiry of such period of 90 days, the Promoter will be entitled to cancel/ terminate this Agreement. The Allottee/s hereby irrevocably gives his/ her/ their absolute consent/ right/ authority for such unilateral termination to the Promoter due to breach on the part of Allottee/s. On such cancellation / termination of this Agreement by the Promoter, the Promoter shall be entitled (i) to forfeit an amount equal to _____% of the Basic Consideration along with brokerage charges, taxes paid and interest payable as damages and (ii) deduct any such amount as may be due to the Promoter, and the balance amount, after forfeiture and deduction of the aforesaid amount from the total payments received by the Promoter from the Allottee under this Agreement, shall be

refunded to the Allottee without any interest. Upon such refund of the said amount, the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever against the Unit in any manner whatsoever and the Promoter shall be entitled to deal with or dispose of the Unit or any part thereof to any person or party as the Promoter may desire at its absolute discretion. The cost, charges and expenses incurred relating to the same by the Promoter shall be borne by and be debited to the account of the Allottee and the Allottee shall be liable to pay and reimburse the same immediately on demand by the Promoter.

6. ASSOCIATION OF ALLOTTEES

- (a) The Promoter shall take necessary steps for facilitating and forming the association of allottees of the units in the Project, either in the form of a co-operative service Society or company or any such other legal entity as may be deemed fit and proper by the Promoter ("**Society**" or "**Management Entity**") under the Applicable Law for the effective management, operation and maintenance of the Project including the Common Areas and Facilities. The Allottee herein along with other allottees in the Project shall participate/ join in such formation and/ or become a member of such Society to be known by such name as the Promoter may decide by purchasing necessary shares 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 becoming a member of the Society/ the Management Entity. The Allottee hereby undertakes to sign and execute such documents and or instruments including any applications for registration and/ or membership necessary for the above purpose and return such duly executed documents and or instruments/ applications to the Promoter within (7) seven days of the same being forwarded by the Promoter to the Allottee. The Allottee shall not raise any objection to any changes or modifications made in the bye-laws, or the memorandum and/ or articles of association and such other charter documents of the Society . The Allottee agrees to observe and abide by the rules and regulations of the said Society from time to time.
- (b) The Promoter shall hand over the operation, maintenance and management of the Project along with physical possession, and

requisite documents, of the Project including the Project Land, Common Areas and Facilities etc. to the Society in accordance with the Applicable Laws ("**Society Handover**"). Pursuant to the Society Handover, subject to there being no outstanding amount payable from Allottee (including the amount towards the Society Maintenance Charges, or any such other charges) and to meet any capital/ major expenditure with respect to the maintenance, operation and management of the Project and the Common Areas and Facilities and other outgoings, the Promoter/ such other entity as the Promoter may designate for this purpose, shall transfer the Society Maintenance Deposit with respect to the Allottee, if any, to the Society's Account, in case if the same is not collected in the Society's Account.

- (c) It is further agreed between the Parties that with respect to the maintenance of the Project, the Promoter/ such other entity as the Promoter may designate, shall raise invoices to the Society and to its members as and when it is formed and the Society shall be responsible to collect maintenance charges pay to the Promoter/ such other entity as the Promoter may designate. However, till the date Society is not formed, the Allottee/s shall be liable to pay the maintenance charges directly to the Promoter/ such other entity as the Promoter may designate. The Allottee/s acknowledges that the interest on Society Maintenance Deposit and the Society Maintenance Charges shall be utilized by the Promoter with respect to the maintenance and upkeep of all Common Areas and Facilities and amenities in the Project.
- (d) It is expressly agreed by and between the Parties and the Allottee hereby confirms that the Promoter shall not be liable to pay maintenance and any other charges of any nature whatsoever in relation to any of the unsold Units in the Project.
- (e) It is acknowledged by the Allottee that the Society Maintenance Charges are charges for the services of maintenance and operation of the Project, including the Common Areas and the Facilities, provided by the Promoter and/ or the entities appointed/ designated by it and therefore, neither the Promoter nor such entities shall be liable/ responsible to provide any accounts of the same.

- (f) Right to use the Common Areas and Facilities of the Allottee shall be subject to due payments towards maintenance as may be decided by the Society from time to time.
- (g) It is agreed between the Parties that if prior to Society Handover, the Allottee/s herein or the occupier of the Unit fails to pay any charges/ expenses etc. as referred to in this Agreement, then at the time of Society Handover the Promoter shall be entitled to deduct such outstanding amount along with applicable Specified Interest Rates from the Society Maintenance Deposit. The Allottee or other members of the Society shall not raise any dispute in this regard.

7. PROVISIONS RELATING TO ALLOTTEES RESIDING OUTSIDE INDIA:

- (a) If the Allottee is a non-resident/ foreign national of Indian origin, foreign nationals/ foreign company, any refund in terms of this Agreement shall be made in accordance with the provisions of FEMA or statutory enactment or amendment thereof and the rule and regulation of the Reserve Bank of India or any other Applicable Law. The Allottee understands and agrees that in the event of any failure on his/ her/ its/ their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/ she/ it/ they shall be liable for any action under FEMA as amended from time to time. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. The Promoter accepts no responsibility in this regard. Further, whenever there is a change in the residential status of the Allottee after this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter.
- (b) For the purpose of remitting funds from abroad by the Allottee, the particulars of beneficiary are to be furnished as may be required by the Promoter.
- (c) The Promoter shall not be responsible towards any third party making payment/ remittance on behalf of the Allottee and such third party shall not have any right in the Unit in any manner whatsoever

and the Promoter shall issue the payment receipt in the name of the Allottee only.

8. RULES

The Allottee shall strictly comply with the following rules pertaining to the Unit, and Project:

- (a) Allottee shall not make or permit any disturbing noises in the Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other Allottees in the Project. Allottee shall not use any loud speaker in the Unit if the same shall disturb or annoy other occupants of the Project.
- (b) No shades, awnings, window guards, ventilators, grills, sliding windows, air conditioning drain pipes or air conditioning devices shall be used in or outer side of the Unit including but not limited to the balcony and utility area except as has been approved by the Promoter and/or at the space as provided for installing such unit/devices. No change can be made in the design, color and aesthetics of the any areas of balcony, utility area or any other area which is visible from outside. The Allottee shall not install outer unit of the Air Conditioning anywhere in or around the Unit other than the space specified by Promoter/ Society except with prior written permission of the Promoter/ Society.
- (c) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Project, nor shall anything be projected out of any window of the said Unit. Neither the utility balcony be covered nor the windows and frames of windows of Unit should be modified or replaced. Allottee shall install window grill which is having color, shade, and design approved by the Promoter.
- (d) Water-closets and other water apparatus in the Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee.

- (e) No bird or animal shall be kept or harbored in the common areas of the Project. Encroachment of common area in front of the main entrance door is not permitted. In no event shall dogs and other pets be permitted on the Common Areas and Facilities of the Project unless accompanied by their respective owner.
- (f) Garbage and refuse from the Unit shall be deposited in such place and at such time and in such manner as the Promoter/ Society may direct. The Allottee will be responsible to ensure that the garbage and refuse are collected and disposed in a proper manner. That the dry and wet garbage shall be separated and the wet garbage generated in the building, where the Unit is located, shall be treated separately on the Project Land by Allottee and other unit occupants of the said building as per the instructions/ directions given by the Promoter or the Society, as the case may be.
- (g) No vehicle belonging to an Allottee or to a member of the family or guest, tenant or employee of the Allottee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance or common areas of the Project.
- (h) The lobbies, entrances and stairways of the buildings in the Project shall not be obstructed or used for any purpose other than ingress to and egress from the Unit.
- (i) No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the units in the Project. No Plant Pots, artificial grass, plants, sheds, hanging pots shall be allowed to place in the passage, balconies or frontage of units in the Project without the prior approval of the Promoter/ Society. No fences, bird net, green cloth, plastic sheds or partitions shall be placed or affixed to any terrace, balconies or any exterior façade without the prior approval of the Promoter/ Society.
- (j) No aerial shall be attached to or hung from the exterior of the Unit.

- (k) No clothes or any other things be hung in the balcony area or any other area of the Unit that may be visible from outside. Clothes ought to be hung in the area specifically provided for that purpose.
- (l) The Promoter has informed the Allottee and the Allottee is aware and agrees that in order to provide a common and better quality service related to dish antennae / cable network, the Promoter shall arrange two reputed vendors for providing such services in the Project. The aforesaid rights are retained by the Promoter to itself permanently and the Promoter shall be entitled to deal with and dispose of and/ or assign the said rights in favour of such person or corporate body as the Promoter may determine save and unless the Promoter relinquish the said rights. In pursuant to this, the rights of the Allottee will not be affected. In view thereof, the Allottee shall obtain the dish antenna/ cable network facilities from such service providers as are designated by the Promoter.
- (m) These rules may be added to, amended or repealed at any time by the Promoter / Society.

9. COVENANTS, REPRESENTATIONS & WARRANTIES OF THE PROMOTER

The Promoter doth hereby represents, warrants and covenants as under:

- (a) The Promoter has a clear and marketable title with respect to the said Project Land and the Promoter has the requisite permissions from the concerned authorities 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 shall ensure that there is no charge / encumbrance existing over the Unit at the time of the Conveyance Deed.
- (c) There are no litigations pending before any Court of law with respect to the Project Land or the Project, except if any, as stated in in the title report of the legal advisors of the Project.
- (d) The Promoter has not entered into any agreement for sale and/ or any other agreement/ arrangement with any person or party with respect to the Unit which will, in any manner, prejudicially affect the rights of Allottee under this Agreement.

- (e) The Promoter has duly paid and shall continue to pay and discharge all applicable 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 Unit to the competent Authorities till the time Building Use Permission with respect to/ in relation to the Unit is obtained.
- (f) The specifications as mentioned in the Annexure D are of a general and indicative nature, consequently there may be some changes in the color, design, pattern, texture or the like in the actual products.
- (g) If within a period of (5) five years from date of handing over the possession of the Unit, the Allottee brings to the notice of the Promoter any structural defect in the Unit 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 in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation equal to the cost to cure/ rectify such defect. Provided that the Promoter shall not be liable to rectify any defect or for payment of any compensation in the following cases:
 - i. If the cause of any such defect is not attributable to the Promoter or are because of Force Majeure Events and or beyond the control of the Promoter;
 - ii. In case of natural wear and tear and/ or damage resulting from rough handling, improper use or unauthorized modification;
 - iii. if such defects/ damage has occurred by act of negligence of Allottee, including while carrying out any internal changes to the Unit.
 - iv. In case where guarantees and warranties are provided by the third parties, the same shall be extended to the Allottee. The Promoter shall not be liable for any such warranties and guarantees which shall be on such terms and conditions as provide for by the third party. Further where the manufacturer guarantee/ warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the Unit, and if the annual maintenance contracts or applicable licenses are not

- executed/ renewed by the Allottee/ Society, the Promoter shall not be responsible for any defects occurring due to the same;
- v. The Society or the Allottee has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/ Promoter.
 - vi. The Allottee has carried out any alterations of any nature in the said Unit which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, pipes, water supply connections or any erection or alteration in the bathroom, toilet etc. If any of such work/s is/ are carried out then the defect liability of the Promoter automatically shall become void.
- (h) The Promoter shall transfer the proportionate undivided title in the Project Land to the Allottee but shall handover peaceful possession of the Project Land, the Common Areas and Facilities to the Society.
- (i) The Promoter shall have no claim on the terrace rights after Building Use Permission of the Unit has been obtained, provided however that, such rights/ claims shall be governed in accordance with and subject to the provisions of this Agreement. The terrace above each block shall be common terrace where no temporary or permanent construction shall be permissible and shall always be kept open. The Allottee is also aware that all other Allottees/ owners shall also be entitled to use and enjoy the Common Areas and Facilities and they also shall have undivided interest therein. It is agreed that the Allottees will be entitled to use and enjoy the undivided Common Areas and Facilities only after and upon payment of necessary charges/ fees and by becoming member of Society and subject to continuous payment of maintenance.

10. COVENANTS, REPRESENTATIONS & WARRANTIES OF THE ALLOTTEE

The Allottee doth hereby represents, warrants, covenants and undertakes as under:

- (a) The Allottee shall regularly pay all amounts (including interest) payable in accordance with and as required under the provisions of this Agreement.

- (b) Time is of essence for the Promoter as well as the Allottee. The Allottee shall also make timely payments of the installment and other dues payable by him/ her as provided under this Agreement and adhere the other obligations of this Agreement and any default by the Allottee in this regard shall entitle the Promoter to enforce default remedies as set out in this Agreement.
- (c) For the purpose of facilitating the payments under this Agreement the Allottee may apply for and obtain financial assistance from Banks/ Financial Institutions, however, in no event, the Promoter shall assume any liability and/ or responsibility for any loan and/ or financial assistance which the Allottee may obtain from such Bank/ Financial Institutions.
- (d) The Allottee shall comply with its/ his/ her/ their responsibility under various acts and regulations, including Income Tax provisions, and shall indemnify the Promoter from any non-compliance on its part.
- (e) The Allottee agrees that the Promoter herein is a private limited company incorporated under the Companies Act 1956. In future if the said Promoter company is merged/ amalgamated with another company or demerged as per the applicable laws or is converted into Limited Liability Partnership firm, then such merger/ demerger/ conversion shall not affect the rights and liabilities of the Promoter or the Allottee/s herein under this Agreement/ Conveyance deed and the parties shall be bound by the terms and conditions mentioned herein.
- (f) The Allottee shall use the Unit or any part thereof or permit the same to be used only for residential purposes in accordance with Applicable Law and the rules framed, if any, by the Society. If the owner intends to let the aforesaid Unit, it should be in strict adherence to the rules laid in the bye laws of the Society and as amended thereafter.
- (g) The Allottee shall not construct any temporary or permanent construction on the terrace. The owners of Unit shall be responsible for the maintenance, operation and management of their respective Unit.

- (h) The Promoter has provided vehicle parking spaces in the basement or hollow plinth and open area in the Project as per the provisions of the prevalent General Development Control Regulations. It has been agreed between the Parties that the Promoter/ Society, as the case may be, shall regulate the use and allotment of such parking spaces. The Promoter/ Society shall make the most efficient use of the provided parking area so as to maximize the number of parking slots available for parking of cars and two-wheelers and if permissible the other open areas or marginal areas may be used for allotment of parking spaces to the occupiers of the Project subject to GDCR. The Allottee shall not raise any dispute in this regard. Along with the sale and purchase of said Unit, the Promoter/Society shall allot one dedicated car parking space to the Allottee in the basement or in hollow plinth or open surface area of the Project and the Allottee shall park his/ her/ its vehicle in that allotted space only. The Allottee acknowledges that the Promoter has not charged any price for allotment of parking spaces in the Project. The Allottee hereby aware and unequivocally agrees, consents and confirms that the Allottee and his/ her family members shall park their vehicles only in their designated parking area and they shall not be entitled to park in visitor parking area or designated parking area of any other member/ unit holder of the Project. The Allottee is aware that for purpose of better safety and security of premises and convenience to owners/ end users, the entry/ movement of heavy vehicles shall not be permitted inside the Project, without the express consent of the Promoter/ the Society, as the case may be.
- (i) The Allottee shall use the allotted parking space only for purpose of keeping or parking his/ her/ their/ its vehicle. Not to keep in the parking space anything other than private motor car or motor cycle and shall not raise or put up any kutchha or pucca construction grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles therein shall not be permitted. The Allottee shall not park car on the pathway or open spaces of the Project or at any other place except the space allotted to the Allottee and shall use the pathways as would be decided by the Promoter/ Society. The Allottee's right to park the vehicles is not transferable/ licensable/ rentable.

- (j) The Allottee hereby declares and confirms that except for the car park(s) allotted by the Promoter/ Society, the Allottee/s do/es not require any parking space/s including open car parking space(s) and accordingly the Allottee/s waives his/ her/ its/ their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project. The Allottee/s further agree(s) and undertake(s) that he/ she/ it shall have no concerns towards the identification and allotment/ allocation of parking space(s) done by the Promoter/ Society, at any time and shall not challenge the same. The Allottee/s agree(s) and acknowledge(s) that Promoter/ Society, as the case may be, shall deal with the parking space(s) in the manner it deems fit, subject to the terms of bye-laws and constitutional documents of the Society/ the relevant laws.
- (k) The Allottee irrevocably agree that the parking of their cars in their respective allotted parking spaces in the Project shall be at their sole liability and responsibility and the Promoter/ Society and maintenance staff shall not be held liable for any theft/ damage of car or goods kept therein and the Allottee shall take their own insurance policies in order to make any claim if such theft/ loss/ damage occurs when the car is parked in their parking areas.
- (l) The Allottee agrees that though he/ she/ they shall become free, independent and absolute owners of the said Unit, the use, occupation or transfer of the Unit shall be subject to the rules and regulations that may be framed by the said Society.
- (m) The Allottee shall maintain the Unit at the Allottee's own cost in good and tenantable condition, including repairs thereof, from the date of the Allottee's possession of the Unit and shall not do or suffer to be done anything in or to the structure of Unit which may be against the rules, regulations or bye-laws or change/ alter or make additions in or to the Unit or any part thereof without the consent of the local authorities and or the Society, if so required.
- (n) The Allottee shall not store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Unit or storing of which goods is objected to/ prohibited by the concerned local or other

authority. The Allottee shall take reasonable care while carrying heavy packages or articles which may damage or are likely to damage the structure of Unit or any other structure of the Project and in case any damage is caused to Common Areas and Facilities on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable to bear all the costs and expenses that may be incurred by the Promoter and/ or Society, due to the breach / negligence of the Allottee.

- (o) The Allottee shall not do or cause anything to be done in or around the Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Unit or adjacent to the Unit. The Allottee shall not make in the Unit any structural additions and/ or alterations to the beams, columns, partition and shear walls, etc. or improvements of a permanent nature. If the Allottee/s demolishes, punctures, and/or in any other way alters the existing walls and/ or add or in any way put up a new concrete or masonry structure/ partition in the Unit, it may result in endangering the stability of the building. In the event of happening of any of the events as mentioned above, the Allottee would be solely responsible for the same and the Allottee shall be responsible to indemnify and keep indemnified, the Promoter from any loss, demand, claim etc. in relation to the same. Allottee/s shall be liable to pay all the costs for the damages and repairs which needs to be undertaken to ensure the safety of the building.
- (p) The Allottee shall not demolish or cause to be demolished the Unit or any part thereof, nor at anytime make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structure in the said building without the prior written permission of the Promoter and/ or the Society.
- (q) The Allottee shall not alter, amend, modify etc., the elevation and aesthetics of the Unit, and / or the Project as a whole, nor shall the Allottee alter, amend, modify the internal structure i.e. entrance

lobby, lifts, staircase, terrace etc. of the building wherein the Unit is located and shall keep the above in the same form as was handed over by the Promoter and shall not at any time alter the elevation in any manner whatsoever without the prior consent of the Promoter or alter the attachments to the elevation of the Unit, including fixing or changing or altering grills, windows, air conditioners, chajjas etc. The Promoter's decision in this regard would be final and binding on the Allottee.

- (r) For the purpose of this Agreement the term fit out manual shall mean the manual, to be provided by the Promoter on demand from the Allottee, which contains the definitive norms and standards, rules and regulations that the occupants/ holders of the Unit in the Project are required to adhere to and follow and observe for planning, designing and executing interior work for the Units as well as the rules, regulations and guidelines to be followed, observed and complied with, by them throughout the periods of their respective occupation of such Unit for the purpose of achieving and maintaining the appearance and visual effect of the Unit as a whole. The Allottee has also agreed and undertake that prior to commencing any fit out or interior works in the Unit, the Allottee shall for the due adherence and performance with the terms and conditions of the fit-out manual, keep deposited with the Promoter a sum of Rs. ____/- per [sq. ft./ sq mts] as a security deposit and which amount shall be refunded by the Promoter to the Allottee on completion of the fit-out works in compliance with the terms of the said manual. In the event if the Allottee commit/s any breach/es of the terms and conditions of the fit-out manuals or cause/s any damage or nuisance to the Unit and/or the Project including any Common Areas and Facilities therein or in any adjoining property, then in any such event, the Promoter shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Promoter from such security deposit for setting right/ curing such breach or rectifying such damage or nuisance caused. The Allottee shall not dispute any adjustment or deduction from the security deposit on any ground whatsoever and howsoever arising.
- (s) The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance pertaining to the Project

and the Unit or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- (t) The Allottee shall ensure no dirt, rubbish, rags, garbage or other refuse is thrown from the Unit in the passage, compound or any portion of the Project and the same is disposed in the manner as is directed by the Promoter/ the Society for waste disposal.
- (u) The Allottee shall not let, sub-let, transfer, assign or part with the interest or any accrued benefit under this Agreement or part with the possession of the Unit (if any) until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid. Any such action shall be preceded by prior written consent of the Promoter/ Society.
- (v) The Allottee shall observe and abide by all the rules and regulations framed by the Society including amendments thereof that may be made from time to time. The Allottee shall also observe and abide by all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Promoter/ such entity as may be designated by the Promoter / Society, as the case may be, regarding the occupancy and use of the Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (w) The Allottee shall permit the Promoter and their surveyors, agents, consultants etc., and their respective employees or authorized persons working under them, at all reasonable times with 24 hours prior intimation, to enter into and upon the Unit and/ or the Project or any part thereof respectively, in order for the Promoter/ Society to carry out any operation, maintenance, repairs etc. related works. Such prior intimation as above is not required to be given in case of any emergency or urgency.
- (x) This Agreement shall not confer on the Allottee any right, title or interest in the Unit and/ or the Project. The right, title and interest of

the Unit shall be transferred to the Allottee only after payment of the Entire Consideration due and payable along with, required stamp duty, registration charges, interest/ penalties (if any) under this Agreement and upon execution of the Conveyance Deed along with other documents 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 Unit or of the Project Land or any part thereof.

- (y) The Allottee hereby acknowledges that even after the Society has been formed with respect to the Project, the Promoter shall be entitled to sell or in any other manner transfer the un-sold/ unallotted Unit(s) in the Project to any party on such terms and conditions as it may deem fit and such allottee/ transferee of un-sold Unit (s) shall be entitled to become a member of the Society with all and appurtenant rights and privileges of an allottee and a member of such Society. The Allottee shall not raise any dispute or object to the sale price that may be settled between the Promoter and other allottees of unit in the Project.
- (z) The Allottee has also been given the prospectus of the Project which inter-alia contains the details/ specifications of the Project. However, the said Prospectus is only for illustrative purposes and is not to be construed as a binding legal document. The images shown in the Prospectus are computer stimulated representations and are subject to error and omissions. The furniture and fixtures shown in the Prospectus are only for illustrative purpose and do not form a part of the Project and/or the Unit.
- (aa) The design/ construction of the Unit is subject to amendments and changes as may be stipulated by the government, local authority and as per the requirements of the Promoter. The Allottee hereby further agree/s and covenant/s with the Promoter to render full co-operation to the Promoter and to sign and execute all papers and documents, in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the Unit or otherwise undertake development of the Project, in accordance with the said approvals or such other plans, with such additions and alterations as the Promoter may in its sole and absolute discretion deem fit and proper and/ or for the purpose of applying for and/ or obtaining the

approval or sanction of the appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Allottee hereby further agree/s to and give/s his/ her/ their specific irrevocable consent to the Promoter to carry out such amendments, alterations, modifications or variations in constructing the Unit and/or to the layout plan (whether or not envisaged and/ or proposed to be constructed at present), provided that the aggregate area/ size of the Unit agreed to be acquired by the Allottee is not in any manner affected subject to the terms of this Agreement.

- (bb) Allottee hereby covenants and assures that he/ she shall not raise any requisition for further documents or objection to the title and/ or the rights of the Promoter/ Society in relation to the Project Land on any ground whatsoever.
- (cc) 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 Project. The Allottee hereby covenants that the Promoter shall be entitled to develop the Project 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 Project in the manner it desires and the Allottee shall extend all the co-operation to the Promoter for the same.
- (dd) The Allottee shall not interfere with the rights of the Promoter to construct at such locations, as it may from time to time decide, any additional buildings/ structures, sub-stations for electricity or office for management of the new building/s and build underground and overhead tanks structures for watchman cabin toilet for domestic servants/ watchmen, septic tank, soak pits and other structures the locations of which are not particularly marked or shown in the layout plans and laying through or under or over the ground or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any of the buildings, Units and other structures which are to be developed and constructed by the Promoter, and raise any dispute in

the Court by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise.

- (ee) The Allottee represents that the Allottee has read and understood and is completely satisfied with the specifications, plans, including lay out plans, brochures, approvals and /or permits/authorizations, validity or otherwise of the title of the Project Land, including the allotment of the Unit, price and the manner in which the Promoter proposes to develop the Unit and / or Project in general.
- (ff) The Allottee will have to bear all the charges or the like, which may be levied before or after execution of Conveyance Deed and/or handing over of the possession of the Unit, including but not limited to (a) Betterment charges, (b) AMC/AUDA/Government related charges/levies, (c) deposits / charges for drainage or water, (d) gas /utility connections and the Applicable Law thereto.
- (gg) The Allottee will bear and pay all applicable charges, property / municipal taxes, cess, betterment charges, etc. payable to the Central Government, State Government, AMC/AUDA and/or local authorities after the date of Building Use Permission in respect of the Unit + undivided portion of land and execution of the Conveyance Deed. Allottee shall bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority/AUDA and/or Government and/or other public authority.
- (hh) The Allottee agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Unit and/or car park(s) by concerned authorities due to non-payment by the Allottee or any other Unit occupiers of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments.
- (ii) Irrespective of disputes, if any, which may arise between the Promoter and Allottee or with other allottees, the liability of the Allottee herein to pay the amounts payable by him/ her/ them to the Promoter shall remain unaffected and the Allottee hereby

undertakes to pay in accordance with provisions of this Agreement all such amounts and shall not withhold the same for any reason whatsoever.

- (jj) Any delay, indulgence and grace period on behalf of the Promoter in enforcing the terms of this Agreement, including the payments due thereof, by the Promoter, shall not be construed as a waiver and or acquiescence on the part of the Promoter of its rights and the corresponding duties and or liabilities of the Allottee under this Agreement.
- (kk) The Allottee shall not have any objection if any portion of the Project Land is handed over to the company providing electric supply for installing an electric sub-station and the Promoter shall be entitled to give such part of the Project Land to the said company or any other body for such purpose on such terms and conditions as may be agreed between the Promoter and the said company and the same shall be binding on the Allottee and the said Society.
- (ll) The Allottee hereby acknowledges and agrees, that the time lines fixed for the payment herein contained are the essence of the Agreement and in case of failure or breach thereof by the Allottee, the Promoter shall have a right to terminate/ cancel the Agreement as provided herein.
- (mm) The Allottee confirm/ declare that he/ she/ it/ them has agreed to purchase the Unit after due verification of all the relevant aspects and has satisfied himself/ herself/ itself/ themselves in this regard.
- (nn) The Allottee confirm/ declare that with respect to any refund to be made under this Agreement by the Promoter to the Allottee, the Promoter shall at its own discretion, be entitled to refund the same in favour of the First Applicant (in case of more than one applicant/ Allottee) of the Unit. Such refund by the Promoter in favour of the First Applicant shall be deemed to be made in favour of all the applicants/ Allottees of the Unit and all the applicants of the Unit shall adjust the refunded amount as per their internal understanding. The Parties hereby agree to this mode of refund by the Promoter and further state and confirm that this mode of refund shall absolutely

discharge the liability of the Promoter against the remaining applicants/ Allottees of the Unit.

- (oo) The Allottee hereby declares that he/ she/ they/ it has gone through this Agreement and all the documents relating to the Project Land, Unit and has/ have expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Allottee relying solely on the Allottee agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee to be observed, performed and fulfilled and complied with the terms and conditions and therefore, the Allottee hereby jointly and severally (as the case may be) agrees, undertakes and covenants to indemnify, save, defend and keep harmless all the parties mentioned hereafter, i.e. the Promoter and their successors and assignees ("**Indemnified Parties**") from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/ or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/ or provisions hereof by the Allottee.
- (pp) The Allottee undertakes that the Allottee has taken the decision to purchase the Unit out of his/ her/ their own free will, based solely upon the information provided along with the documents, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement;
- (qq) The Allottee shall be responsible for getting his/ her/ its/ their name mutated in the records of the appropriate authority with respect to the undivided proportionate land area of his/ her Unit and shall not hold the Promoter liable/ responsible to mutate his name with respect to the Unit.

- (rr) The Allottee hereby irrevocably agrees that the Promoter alone shall have the absolute rights to undertake and carry out all future advertisement, publicity and communications related work through their advertising agency for publicity/ advertisement of or in connection with the Project.
- (ss) The Allottee, on becoming a member of the Society, shall ensure that the Society adheres to the terms of this Agreement in letter and spirit and in furtherance thereto, the Allottee shall take such steps/ actions, including using his/ her/ its voting rights, as are necessary to (i) protect the rights of the Promoter as referred to under this Agreement and (ii) comply with, and adhere to, the provisions of this Agreement. The Allottee shall cast his/ her vote in the Society in such a manner that the Allottee ensures compliance of all the terms of this Agreement.
- (tt) The Allottee agrees to pay in time such necessary water usage charges (basic cost and treatment expenses) to the Promoter or the entity as may be designated by the Promoter, as per the applicable rates from time to time.
- (uu) If the Allottee or his/ her/ its transferee commits breach of any of the covenants, representations and warranties herein contained then the Promoter shall be entitled to levy necessary penalty/fine for such breach and the Promoter shall also direct the Allottee to take necessary corrective steps to remedy the breach of conditions herein contained.

11. RIGHTS OF THE PROMOTER

- (a) All unsold and/ or un-allotted Units, area and spaces appurtenant thereto in the Project shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/ or un-allotted Units/ spaces and shall be entitled to enter upon the Project Land to enable it to complete any unfinished construction work.

- (b) The Promoter shall without any reference to the Allottee and/ or the Society, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/ or un-allotted Units, as it deems fit. The Promoter shall be entitled to enter in separate agreements with the allottees of different units in the Project on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new allottees as members of the Society. Further, the Promoter shall not be liable to pay/ contribute any amount on account of non-occupancy charges or for any other charges/ fund with respect to the unsold/ un-allotted units in the Project.
- (c) The Promoter shall have right and free access to visit the unsold inventory/ units with prospective buyers and the Allottee/ Society/ association of Allottees/ management entity shall have no objection for the same.
- (d) The Promoter, if it so desires shall be entitled to create security on the Project Land together with the units being constructed thereon by availing loans/ financial assistance/ credit facilities from banks/ financial institutions, against securities thereof, save and except the Unit allotted hereunder. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Unit, provided the Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to duly repay such loan amount with interest, charges and expenses thereon. The Allottee hereby gives express consent to the Promoter to raise such financial facilities against security of the Project Land together with the units being constructed thereon and mortgage the same with banks/ financial institutions as aforesaid, save and except the Unit.
- (e) The Allottee accepts, confirms and consents that the Promoter can alter, revise and modify the approved plans, from time to time in absolute discretion of the Promoter for any reasons whatsoever including the reason of market conditions, market demand, Allottee requirements and/ or requirements of General Development Control Regulations, however the plans of the Unit herein agreed to be sold

shall not be altered or varied without the consent of the Allottee herein.

12. TERMINATION

- (a) Without prejudice to the Promoter's rights under clause [2(C)(j)] hereinabove, the Promoter shall be entitled to terminate this Agreement forthwith, if the Allottee defaults with respect to any of the provisions of this Agreement including the terms of payment of any amount (including payment of any taxes, interest) due and payable by the Allottee under this Agreement, provided any such amount and/ or interest remains unpaid for a period of 2 (two) months from the date on which such amount and/ or interest became due and payable under this Agreement.
- (b) Provided further that, the Promoter shall give a termination notice in writing to the Allottee at the address and/ or email id provided in this Agreement (In case of joint Allottee such notice in writing shall be served to the address and/ or email id of the First Allottee only), of its intention to terminate this Agreement specifying the breach or breaches of terms and conditions of this Agreement. Such a termination notice shall provide a period of 15 (fifteen) days to remedy/ cure the default or breach/ breaches stated in the termination notice. If the Allottee fails to remedy/ cure the breach or breaches stated in the termination Notice within the notice period, then the Promoter shall be entitled to terminate the Agreement unilaterally. The Allottee/s hereby irrevocably gives his/ her/ their absolute consent/ right for such unilateral termination due to breach on the part of Allottee/s. The Promoter may record the termination/ cancellation of this Agreement by preparing a Memorandum of Termination / Cancellation Deed and execute the same and/ or get it registered with the appropriate Sub Registrar and with any other concerned authority under the applicable laws. Any costs, charges and expenses not limiting to government de-registration charges of Agreement for sale, stamp duty, lawyer's fees, out of pocket expenses etc. incurred in relation to the above by the Promoter shall be debited/ charged to the account of the Allottee and the Allottee shall be liable to pay and reimburse the same immediately on demand by the Promoter.

- (c) Provided further, that in addition to the above clause [12 (b)], upon such termination of this Agreement by the Promoter, the Promoter shall be entitled (i) to forfeit an amount equal to ____% of the Basic Consideration as liquidated damages; (ii) deduct any such amount not limiting to interest on delayed payment, de-registration charges (including stamp duty, lawyers's fees, out of pocket charges etc.), taxes, levies, liable to be paid till the date of de-registration/ cancellation/ termination of this agreement as may be due to the Promoter, and (iii) an equivalent amount over and above the cancellation charges vis a vis any credit note issued towards the demand/ invoice raised in Financial year after September of the following year which will not be allowed to be adjusted against respective month's GST payable as per provisions of respective State/ Centre Goods and Services Tax Act and thereafter the balance amount, after forfeiture and deduction of the aforesaid amount from the total payments received by the Promoter, shall be refunded to the Allottee without any interest. If the installments of Basic Consideration till the date of termination and/ or cancellation paid by the Allottee are less than the aforesaid amount to be forfeited and/or deducted, then the Promoter will be entitled to recover the balance amount from the Allottee and the Allottee shall pay the same to Promoter the within a period of 45 (forty five) days from the date of termination and/ or cancellation. Respectively, any refund of money due to the Allottee after all the applicable deductions under this Agreement shall be made by the Promoter within 45 (forty five) days from such termination and/ or cancellation. Any amount in respect of the Unit deposited by the Allottee for payment to third parties including Government bodies etc., shall in no circumstances be refunded to the Allottee.
- (d) Provided further that immediately upon such termination of this Agreement, the Allottee shall not be entitled to claim any right title or interest with respect to the Unit and the Promoter shall forthwith be entitled to sell or in any other manner transfer or dispose-off the Unit or any part thereof to any third party/(ies) or such person(s) in such manner and on such terms and conditions as may be deemed fit and proper by the Promoter in its absolute discretion without any reference to and/ or consent or concurrence of the Allottee.

- (e) If due to Applicable Law, and/ or any action of Government Authorities, and/ or any legal action, circumstances, or reasons, and/ or any Force Majeure Event, the Promoter, in its discretion, is of the opinion that the Project, including construction of the Unit and/ or the Common Areas and Facilities, shall or may be suspended, or stopped, for a period of Twelve (12) months or more, or any part of the Project has been stopped or suspended for the aforesaid period of Twelve (12) months, then the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement by delivering a written notice of termination to the Allottee(s). On delivery of such notice to the Allottee(s) this Agreement and any writings as may have been executed in pursuance hereof, shall automatically and forthwith stand cancelled and terminated, without any further act, deed, matter or thing having to be done, executed, or performed, by the Parties; provided that the Promoter may, in its discretion, direct the Allottee(s) to execute and register a Cancellation Deed recording the termination and cancellation of this Agreement, which the Allottee(s) shall be bound and liable to do. Pursuant to the aforesaid termination, and subject to the Allottee(s) executing and registering the aforesaid Cancellation Deed, if called upon by the Promoter, and thereupon the Promoter shall refund to the Allottee(s) solely the installments paid towards the Basic Consideration and unutilized Other Charges and deposits received by the Promoter, together with Specified Interest Rate from the date such payments were received by the Promoter till the date of payment thereof. The aforesaid refund amount less the brokerage/ commission paid to estate agent/s in relation to the allotment of the said Unit, shall be paid by the Promoter within 45 (forty five) days from the date on which such amounts are required to be paid to the Allottee(s). It is agreed and clarified that other than the aforesaid refund amount together with applicable interest thereon, the Promoter shall not be liable to make payment of any further or other damages, compensation amounts, or liabilities to the Allottee(s), and shall not be liable to refund any of the Taxes paid by the Allottee(s).

13. ANTI-MONEY LAUNDERING & BENAMI TRANSACTION

- (a) The Allottee/s hereby declares, agrees and confirms that he/ she/ they/ it is not involved directly or indirectly in any activities which is prohibited by of the Prevention of Money Laundering Act, 2002,

Benami Transactions (Prohibition) Act, 1988, respective rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/ or amended from time to time. The Allottee further declares that the monies paid/ payable by the Allottee under this Agreement towards the Unit is not received or paid, directly or indirectly to any proceeds of the scheduled offence and is not designed for the purpose of any contravention or evasion of the, provisions of the Prevention of Money Laundering Act, 2002, Benami Transactions (Prohibition) Act, 1988, respective rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/ or amended from time to time.

- (b) The Allottee further declares and authorizes the Promoter to give personal information of the Allottee to any statutory authority as may be required from time to time. The Allottee further affirms that the information/ details provided is/ are true and correct in all respect and nothing has been withheld including any material facts within his/ her/ their /its knowledge.
- (c) The Allottee further agrees and confirms that in case the Promoter become aware and/ or in case the Promoter are notified by the statutory authorities of any instance of violation of Anti-Money Laundering laws and Benami Transaction (Prohibition) Act 1988 or any other law on the subject, then the Promoter shall at its sole discretion be entitled to cancel/ terminate this Agreement. Upon such termination the Allottee shall not have any right, title or interest in the Unit neither have any claim/ demand against the Promoter, which the Allottee hereby unequivocally agrees and confirms. In the event of such cancellation/ termination, the monies paid by the Allottee shall be refunded by the Promoter to the Allottee in accordance with the terms of this Agreement only after the Allottee furnishes to the Promoter a no-objection/ consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

14. BRAND NAME & PROJECT NAME

- (a) It is agreed by the Allottee that the name of the Project i.e. '**ARCHWAY**' shall not be changed/ modified by the Allottee/ the Society.

15. GENERAL REPRESENTATION AND WARRANTIES

Each Party represents and warrants to the other that:

- (a) It has power to execute, deliver and perform its obligations under this Agreement and all necessary corporate, shareholder and other action has been taken to authorize such execution, delivery and performance;
- (b) This Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
- (c) The execution, delivery and performance of its obligations under this Agreement does not and will not:
 - (i) Contravene any law, regulation or order of any Governmental or other official body or agency or any judgment or decree of any court having jurisdiction over it; or
 - (ii) Conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

Except as stated in the terms hereof, after the execution of this Agreement, the Promoter shall not mortgage or create a charge on the Unit, and if any such mortgage or charge is made or created thereafter, 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.

17. NOTICE

- (a) All notices, communication, letter, correspondence etc. 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, standard courier with receipt acknowledgement or notified Email ID, at their respective addresses specified below:

Promoter:

ADANI INFRASTRUCTURE AND DEVELOPERS PRIVATE LIMITED
having its registered office at 10th Floor, Shikhar, Near Adani House,
Mithakhali Six Roads, Navrangpura, Ahmedabad – 380 009

Allottee:

Address: _____
Email ID: _____
Phone No: _____

- (b) 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 notified Email ID failing which all communications and letters posted or email sent at the above postal address/ email ID shall be deemed to have been legally received (served) by the Promoter or the Allottee, as the case may be.

18. DISPUTE RESOLUTION & JURISDICTION

- (a) 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, thereunder.
- (b) Subject to what is stated in sub-clauses (a) hereinabove, this Agreement shall be governed by the laws of India and the courts at Ahmedabad, Gujarat shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with any matter set out hereinabove.

19. MISCELLANEOUS

- (a) **Amendment:** This Agreement may only be amended only through written consent of the Parties.
- (b) **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, provisional allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regards to the Unit as the case may be.

- (c) **Proportionate Area / Contribution:** The Proportionate Area / Contribution with respect to the Unit shall be calculated on the basis of the proportion of Carpet Area of the Unit to the total Carpet Area of the Project.
- (d) **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.
- (e) **Interpretation:** Except where the context requires otherwise:
 - i. the Recitals to this Agreement contained hereinabove shall constitute an integral part of this Agreement;
 - ii. headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
 - iii. where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
 - iv. words importing the singular shall include plural and vice versa;
 - v. the Annexures and Schedules hereto shall constitute an integral part of this Agreement;
 - vi. any term not defined here specifically shall have the meaning ascribed to it in RERA;

- vii. all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
 - viii. any reference to Allottee shall mean reference to all Allottees in case if there are more than one Allottee.
- (f) **Joint Allottees:** 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/ them / it which shall for all intents and purposes to consider as properly served on all the Allottee.
- (g) **Subsequent transfer of Unit:** 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 Allottee of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes
- (h) **Severability:** If any provision of this Agreement shall be determined to be void or unenforceable under RERA 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 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.
- (i) **Survival of terms:** Such terms of this Agreement as are concerned with the use and occupation of the Unit, including representation, warranties and covenants of the Allottee, Rules etc. shall be effective and binding on the Allottee even after execution of the Conveyance Deed. Similarly, such terms shall remain effective and binding on all the subsequent transferees of the Unit to whom the Unit is transferred by the Allottee.
- (j) **Stamp Duty & Registration Charges:** The cost and expenses of applicable stamp duty and registration charges, legal charges, fees

and other incidental expenses payable with respect to this Agreement and the Conveyance Deed and any other such document with respect to the Unit shall be solely borne by the Allottee only.

- (k) **Waiver:** Any delay tolerated or indulgence shown by the Promoter, in enforcing the terms, conditions, covenants, stipulations and/ or provisions of this Agreement, or any forbearance, or giving of time, to the Allottee by the Promoter, shall not be treated/ construed/ considered, as a waiver or acquiescence on the part of the Promoter of any breach, violation, non-performance or non-compliance by the Allottee of any of the terms, conditions, covenants, stipulations and/ or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/ remedies of the Promoter.

FIRST SCHEDULE

(Description of the Project Land)

All those piece and parcels of Land being Non - Agricultural Use Land [Permission u/s. 65 of Gujarat Land Revenue Code 1879] bearing Block No: 131 / paiki covered under T.P.S. No. 34 given final Plot No. 19 admeasuring 12173 Sq. Mtrs. situate, lying and being at Mouje Jagatpur, Taluka Ghatlodiya – District Ahmedabad, and Sub- District Registration at Ahmedabad – 8 [SOLA]

SECOND SCHEDULE

(Description of the Unit)

All that immovable Residential Unit being, Unit No. ____ admeasuring about ____ sq.ft/ ____sq.mtrs Carpet Area as per RERA and exclusive balcony having approximate area of ____ sq.ft./ ____sq. mtrs. and exclusive wash area of ____ sq, ft / ____ sqmtrs. situated on ____ Floor of Tower ____ (shown in floor plan annexed herewith as Annexure C highlighted with red color boundary) thereon in the Project together with the proportionate undivided share admeasuring about ____ sq.mtrs in the Project Land in the Project situate on the Non-Agricultural Use land bearing Block No 131/p, F. P. No. 19 of T.P.S. No. 34, lying and being at Moje Jagatpur, Taluka Ghatlodiya, in the Registration District of Ahmedabad, and Registration Sub District at Ahmedabad – 8 [Sola], along with proportionate right to use Common Areas and Facilities, more particularly described in the Third Schedule hereunder written.

The said Unit is bounded as under;

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

THIRD SCHEDULE
(Description of Common Areas and Amenities)

FOURTH SCHEDULE
(Entire Consideration, Cost Sheet and Payment Schedule)

IN **WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED AND DELIVERED)

By the within named Promoter

ADANI INFRASTRUCTURE AND DEVELOPERS PRIVATE LIMITED

)

Through its Authorized Representative –

(Mr. _____)

(Mr. _____)

SIGNED AND DELIVERED)

By the within named Allottee

1. _____)

2. _____)

WITNESSES

1. _____

2. _____

SCHEDULE AS PER SEC:-32 (A) OF THE REGISTRATION ACT, 1908

PHOTO THUMB MARK

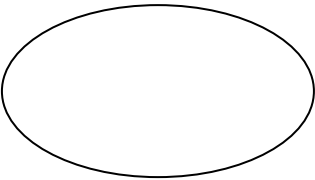
PROMOTER
ADANI INFRASTUCTURE AND DEVELOPERS
PRIVATE LIMITED

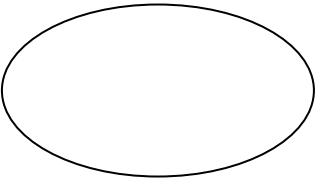
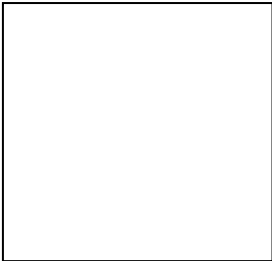
Acting through its Authorized Signatory/ Representative

MR. _____

MR. _____

ALLOTTEE(S) SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION
(Use Left Hand & Black Ink Only)





ANNEXURE A

Copy of AMC Development Permission

ANNEXURE B

RERA Certificate

ANNEXURE C

Floor Plan showing Unit

ANNEXURE D

Specifications