

AGREEMENT FOR SALE
(WITHOUT POSSESSION)

THIS AGREEMENT FOR SALE (the “**Agreement**”) made and entered into at Ahmedabad on this _____ day of _____, 2023

BY AND BETWEEN

M/S. AVIRAT SHILAJ PROJECT, (PAN ABCFA 6332 J) a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at “Avirat House”, Nr. Science City, Sola- Science City Road, Ahmedabad , represented by its authorized partner, hereinafter referred to as the “**Promoter**”, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **ONE PART**.

AND

[If the Allottee is a HUF] Mr. _____, (PAN _____) (Aadhar no. _____) aged adult for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, hereinafter referred to as “**the Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

[OR]

[If the Allottee is a company] _____, (PAN _____) (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, , represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as “**the Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **OTHER PART**.

[OR]

[If the Allottee is a Partnership] _____, (PAN _____) a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, , represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as “**the Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **OTHER PART**.

[OR]

[If the Allottee is an Individual] **Mr. / Ms.** _____, (PAN _____) (Aadhar no. _____), aged adult, residing at _____, both/all collectively hereinafter called “**the Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their/his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

The Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

IN THIS AGREEMENT unless the context otherwise requires:

1. words importing any gender include every gender;
2. words importing the singular number include the plural number and vice versa;
3. words importing persons include firms, companies and corporations and vice versa;
4. reference to numbered clauses and schedules are reference to the relevant clause in or schedule to this agreement;
5. reference in any schedule to this to numbered paragraphs relate to the numbered paragraphs of that schedule;
6. whereby any obligation is undertaken by two or more persons jointly they are to be jointly and severally liable in respect of that obligation unless so specifically stated to the contrary;
7. any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
8. any party who agrees to do something shall be deemed to fulfill that obligation if that party procures that it is done;
9. the heading to the clauses, schedules and paragraphs of this agreement shall not affect the interpretation;
10. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment.

WHEREAS

- A. The Promoter is absolute owner and occupier of the Non Agricultural land being (i) Final Plot no. 205 (Old F. P No. 335) admeasuring about 1200 square meters given in lieu of Survey no. 335 , (ii) Final Plot no. 198 (Old F. P No. 327) admeasuring about 1214 square meters given in lieu of Survey no. 327, (iii) Final Plot no. 163 (Old F. P No. 265A+266) admeasuring about 334 square meters given in lieu of Survey no. 265A and (iv) Final Plot no. 164 (Old F. P No. 265/B) admeasuring about 1714 square meters given in lieu of Survey no. 265B , comprised in Town Planning Scheme 217 (Shilaj-Thaltej-Hebatpur-Sola -Bhadaj) situate, lying and being at Mouje: Shilaj, Taluka: Gathlodia, District: Ahmedabad and Registration Sub-District: Ahmedabad- 9 (Bopal) (hereinafter referred to as “Project land”) in the State of Gujarat and more particularly described in “**SCHEDULE I** ” hereunder written (the “**Land**”).
- B. **M/S. AVIRAT SHILAJ PROJECT** has issue Letter of Authority signed by all partners authorizing Mr. Sandip Kanubhai Patel and/or Mr. Hitesh Ganeshbhai Chaudhari and/or Mr. Hasmukhbhai Shivabhai Chaudhari to sign Agreement for Sale, Sale Deed and other documents of the Units of the said Scheme.
- C. The Promoter is in possession of said Land and thus entitled to develop and promote a scheme of residential cum commercial units known as “**SILVER**

BROOK -2” (hereinafter referred to as the “**Said Scheme/said Project**”) to be constructed on the said Land;

- D. The Development Plan/ Sanctioned Plan for the said residential cum commercial scheme has been approved by the Ahmedabad Municipal Corporation and that it has also granted Commencement Letter (Rajachithhi) by its order dated **24.08.2022** bearing Case Nos. **BHNTI/NWZ/230622/CGDCRV/A6223/R0/M1 in respect to Block no. A+B+C and BHNTI/NWZ/230622/CGDCRV/A6224/R0/M1 in respect to Block no. D** for construction of residential cum commercial units on the said land. The Promoter had further applied for sanctioning of revised plans in respect of the said Scheme in respect whereof Ahmedabad Municipal Corporation has granted Commencement Letter (Rajachithhi) by its order dated **17.04.2023** bearing Case No. **BHNTI/NWZ/230622/CGDCRV/A6223/R1/M1 in respect to Block no. A+B+C and Rajacitthi No. 08263/230622/A6223/R1/M1;**
- E. The Promoter has registered the Project under the provisions of the Act with the Gujarat Real Estate Regulatory Authority (RERA) on 29.12.2022 bearing Registration No. **PR/GJ/AHMEDABAD/AHMEDABAD CITY/AUDA/MAA11094/291222**. Authenticated copy of the same is attached as **ANNEXURE A** hereto.
- F. The Allottee visited the Project site and is well aware about the status/development stage of Project including the details given in the advertisements and all the matters relating to the Project. Upon satisfaction in respect to all the details of the Unit/ Project by the Allottee, the Allottee had applied for allotment and desirous to purchase a **residential/commercial** premises being **Apartment/Shop No.** admeasuring approximately _____ **square feet** i.e. _____ **square meters** (carpet area) along with balcony admeasuring approximately _____ **square meters**, and wash area admeasuring approximately _____ **square meters** and **Open Terrace** area admeasuring _____ **square meters** on the _____ **Floor** constructed on the said Land together with proportionate undivided share admeasuring _____ **square meters** in the said Land and together with the right to use common amenities in the scheme, more particularly described in the **SCHEDULE-II** hereunder written (hereinafter referred to as “**the said Unit**”) in the Project and has been allotted the Unit by the Promoter subject to the terms and conditions contained under this Agreement.
- G. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title of Bhavesh V. Dave, Advocate dated 14.12.2022, relating to the said Land and the plans, designs and specifications prepared by the Promoter’s Architects, copies of the plans of the layout as approved by the concerned Local Authority, revenue record and of such other documents as are specified under the said RERA Act and the Rules and Regulations made thereunder and the Allottee is satisfied in respect of the same.
- H. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Project and

shall obtain the balance approvals from various authorities from time-to-time, so as to obtain Building Completion Certification or Occupancy Certificate of the said Project. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the said Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Project shall be granted by the concerned local authority.

- I. The parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Unit in the manner as setout hereinafter under these presents.

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

1. DISCLOSURES AND CONSTRUCTION

- 1.1 The Allottee hereby declares and confirms that prior to the execution of this Agreement: (i) the Promoter has made full and complete disclosure of its title to Land stating nature of the Promoter's right, title and encumbrances, if any; and provided the Allottee with Title Report, property card or extract of revenue records viz. Village Forms VI, VII and 8-A or any other relevant revenue records, deeds, documents showing the nature of the title of the Promoter to the Land (ii) the Allottee has taken inspection of all the relevant documents and approvals, drawings, plans and specifications and nature and particulars of fixtures, fittings and amenities, Common Areas and Facilities more particularly described in the **SCHEDULE III** hereunder written and the Allottee is completely satisfied in respect of the same.
- 1.2 The Allottee confirms that the Allottee has entered into this Agreement out of his/ her/ its own free will and without any coercion, and after reviewing and understanding a draft of this Agreement. The Allottee has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge and understanding of the obligations and rights under this Agreement and the Applicable Law governing the same.
- 1.3 The Promoter shall develop the Project in accordance with the plans and specifications of Unit and Scheme as approved by the competent authority, from time to time.

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

2. CONSIDERATION/ PURCHASE PRICE

- 2.1 The Allottee has agreed to pay to the Promoter for purchase of the said Unit a sale consideration of **Rs.**_____/ - **(Rupees _____ Only)** (hereinafter referred to as the “Total Consideration”) towards land, construction contribution and/or development cost, in the manner as appearing herein below: -
- 2.2 Out of the Total Consideration, the Allottee has paid on or before execution of this Agreement a sum of **Rs.**_____/ - **(Rupees _____ Only)** as advance payment or application fee as below (receipt whereof the Promoter doth hereby admits and acknowledges)

DATE	AMOUNT (Rs.)	CHEQUE NO. / RTGS / NEFT	BANK- BRANCH

- 2.3 The Allottee hereby agrees to pay to the Promoter the balance consideration of **Rs.**_____/ - **(Rupees _____ Only)** in the manner as described in ANNEXURE-C:
- 2.4 The Total Consideration excludes the G.S.T, Cess or any other similar Taxes payable by the Promoter up to the date of handing over the possession of the Unit, which shall be separately payable by the Allottee along with stage wise part payment or in the manner as may be decided by the Promoter.
- 2.5 The Total Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the Authority and/or any other increase in charges which may be levied or imposed by the Authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the Authority, the Promoter shall enclose the said notification/order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall be paid by the Allottee.
- 2.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap

of three percent. "Carpet area" means the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive open terrace area but includes the area covered by the internal partition walls of the Unit. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of SBI MCLR +2%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan in the manner as described in Clause 2.3 above. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

- 2.7 The Allottee shall be responsible for ensuring that payment of each installment in the manner as described in above Clause 2.3 hereto without demand for the said installment being made by the Promoter. Payment shall be deemed to have been made when credit is received for the same by the Promoter in its account. The Allottee agrees to pay to the Promoter, Interest at SBI MCLR+2% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the amount is payable by the Allottee to the Promoter.
- 2.8 The Allottee agrees and understands that the Promoter has agreed to sell the Unit to the Allottee on the specific assurance of the Allottee that (i) the Allottee shall make full payment of the Total Consideration as per the Payment Plan, without any delay or demur for any reason whatsoever; (ii) shall observe all the covenants, obligations and restrictions stated in this Agreement; and (iii) confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Allottee.
- 2.9 The Allottee hereby grants his/her/its irrevocable consent to the Promoter to securitize the Total Consideration and / or part thereof and the amounts receivable by the Promoter hereunder and to assign to the banks/financial institutions the right to directly receive from the Allottee the Total Consideration and /or part thereof and / or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Allottee for the Unit and any payment made by the Allottee to the Promoter and / or any bank or financial institution nominated by the Promoter in writing shall be treated as being towards the fulfilment of the obligations of the Allottee under this Agreement to the extent of such payment.

3. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

3.1. The Allottee hereby irrevocably authorizes the Promoter to recover/set off/adjust/appropriate all payments made by him/her/it including the Total Consideration, Interest and/or Liquidated Damages against any other amounts payable by the Allottee to the Promoter, notwithstanding any communication to the contrary, in the following manner:

(a) Firstly, towards Interest due as on the date of payment;

(b) Secondly, towards cost and expenses for enforcement of this Agreement and recovery of Total Consideration, dues and Taxes payable in respect of the Unit or any other administrative or legal expense incurred by the Promoter on account of delay in payment by the Allottee and consequential actions required to be taken by the Promoter; and

(c) Thirdly, towards outstanding dues including Total Consideration in respect of the Unit or under this Agreement.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Allottee, with regard to appropriation/application of the payments made hereunder shall be valid and binding upon the Promoter and the Allottee agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, and shall be deemed to have been waived by Allottee, if any.

4. TIME IS ESSENCE

4.1. The Promoter shall give possession of the Unit to the Allottee on or before **31.12.2026 (Scheduled Project Completion Date)**.

4.2. Time is essence for the Promoter as well as for the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the possession of the Unit to the Allottee after receiving the Occupancy Certificate.

4.3. Similarly, the Allottee shall make timely payments of the instalment of Total Consideration and other dues and reimbursements payable by him/her/it and meeting the other obligations under the Agreement simultaneous with the completion of Project by the Promoter in the manner as prescribed under the Payment Plan.

5. FLOOR SPACE INDEX

5.1. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Land is **8033.40** square meters only and the Promoter has planned to utilize Floor Space Index ("FSI") of **16550.12** square meters available on payment of premiums or by availing (TDR)

or FSI available as incentive FSI by implementing various scheme as mentioned in Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulation, which are applicable to the said Project. The Promoter has disclosed the FSI of **16509.34** square meters as proposed to be utilized by it on the Land in the Project and the Allottee has agreed to purchase the Unit based on the proposed construction and sale of Unit to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 5.2. The Promoter hereby declares that additional FSI or TDR in future in the form of either paid FSI or TDR, premium FSI, amenity/road handover FSI or TDR, due to amalgamation of adjoining land or otherwise may be obtained. Whenever this additional FSI or TDR is sanctioned by the Authority to be used in the Project, the Promoter shall have the right to apply for revision of plans accordingly and for which the Allottee hereby gives its/ his/ her specific consent to the Promoter to carry out revision in sanctioned plans.
- 5.3. The Promoter hereby declares that additional TDR or FSI available will be utilized on the top floor terrace or on the marginal land of the ground floor as per the plan sanctioned by the Competent Authority in which event, the Promoter may make such variation, changes, additions, omissions or alterations in the scheme for development of such said Project Land or as may become availing therefrom or at any other or further place, location or otherwise as Promoter may deem fit and proper.

6. POSSESSION OF THE UNIT:

- 6.1. The Promoter shall give possession of the Unit to the Allottee on or before the **Scheduled Project Completion Date**.
- 6.2. Subject to the Allottee not being in breach of any of the terms hereof and the Allottee having paid all the dues and amounts hereunder including the Total Consideration, the Promoter shall endeavor to provide/ transfer the Unit to the Allottee on or before the Possession Date.
- 6.3. The Promoter shall offer the possession to the Allottee in writing by letter within 7 (seven) days of receiving the Occupancy Certificate of the Project.
- 6.4. The Allottee shall make full payment of all amounts payable under this Agreement within 15 (fifteen) days of the Promoter intimating him/ her/ it, in writing, that the Unit is ready for possession and shall thereafter take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement or required by the Promoter for completing the transaction. In the event the Allottee fails and, or, neglects to take possession of the Unit within 2 (two) months from the date of the letter,

the Allottee shall be liable to pay demurrage charges to the Promoter at the rate of Rs. 200 per square foot of Net Area per month or part thereof from the expiry of the aforementioned 2 (two) month period till such time the Allottee takes the possession of the Unit. The amounts payable by the Allottee pursuant to this clause shall be in addition to any other charges payable by the Allottee. Notwithstanding the aforesaid and subject to payment of dues by the Allottee if any, it shall be deemed that the Allottee has taken possession of the Unit on the expiry of the 2 months from the date of the letter issued by the Promoter and the Allottee shall alone be responsible / liable in respect of any loss or damage that may be caused to the Unit after this date. Further, such Allottee shall continue to be liable to pay maintenance charges and other pro-rata charges as applicable.

- 6.5. If the Promoter fails to abide by the time schedule for completing the project and handing over the Unit to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of SBI MCLR +2% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of SBI MCLR +2% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 6.6. Notwithstanding any other provision of this Agreement, the Promoter shall, without being liable to the Allottee in any way including in respect of payment of Interest, be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of the Project in which the Unit is to be situated is delayed on account of -
- (i) war, riots, civil disturbance/ commotion or act of God;
 - (ii) any event of Force Majeure;
 - (iii) any notice, order, rule, notification of the Government and/or other public or competent authority or of the court which affects the Project in which the Unit is located;
 - (iv) delay in issuance of Occupancy Certificate by the competent Authority due to reason/s not attributable to the non-compliance of the Promoter.

7. TERMINATION:

- 7.1. This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below under this clause of termination. The Parties have entered into this Agreement, knowing fully well that the Total Consideration of the Unit and other payments payable by the Allottee may change (increase or decrease) in accordance with the provisions of this Agreement and both the Parties confirm that they shall not seek to terminate

this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of such change in the Total Consideration or other payments/Reimbursements.

7.2. Termination by the Promoter

The Promoter shall have right to terminate this Agreement only in the following circumstances:

- (a) **Non-payment of dues:** If the Allottee is in breach of any of his/her/its obligations under this Agreement, including but not limited to making payment of the amounts as per the Payment Plan, Interest (if any), Taxes as may be payable by the Allottee in terms of this Agreement, other outgoings etc. within 15 (fifteen) days of the date of receipt of the letter issued by the Promoter, the Allottee shall be deemed to be in default.

In the event of such default, the Promoter shall issue to the Allottee notice of such default (“**Default Notice**”) and the Allottee shall be provided with a further period of 15 (fifteen) days from the Default Notice to cure the said default.

In the event that the Allottee fails to cure such default within 15 (fifteen) days from the Default Notice (or such default is not capable of being rectified), the Promoter shall have the option to terminate this Agreement by sending a notice of termination by registered AD / speed post.

- (b) **Prolonged Stoppage in construction:** In the event the construction of the wing or floor of the Building in which the Unit is located has been stopped for a period of more than 1 (one) year due to Applicable Law or otherwise, the Promoter shall have the option to terminate this Agreement by sending the notice of termination by registered AD / speed post.

After the termination notice, as referred above, the Allottee shall make himself/herself/itself available to terminate/ cancel the Agreement by executing a cancellation deed in respect of this Agreement and shall register the same with the concerned sub-registrar of assurances at the cost and expenses of the Allottee.

7.3. Termination by the Allottee

The Allottee shall have the right to terminate this Agreement only in the following circumstances:

- (a) **Delay in possession beyond Scheduled Project Completion Date:** Subject to the Allottee having paid all the amounts due and payable under this Agreement, if the Promoter fails to offer possession of the Unit within the Scheduled Project Completion Date, then:

- (i) Within 30 (thirty) days of expiry of the Scheduled Project Completion Date, the Promoter shall inform the Allottee the revised date by which the Unit is likely to be ready for being offered for possession. On receipt of such written intimation, unless the Allottee elects to terminate this Agreement, the date of offering the possession shall stand revised to and substituted by revised date communicated by the Promoter. The Promoter shall credit Interest to the Allottee for the period between the expired period and the date on which possession is finally offered to the Allottee; or
- (ii) Within 30 (thirty) days from expiry of the period, the Allottee may by giving notice in writing elect to terminate this Agreement. Where the notice of termination of the Allottee is not received by the Promoter within the aforementioned period of 30 (thirty) days from expiry of the period, the Allottee shall be deemed to have elected to proceed in accordance and pursuant to the provisions of sub-clause (i) above.

7.4. Consequences of Termination

- (a) On a termination of this Agreement or cancellation of this Agreement by the Promoter in accordance with the provisions of clause 7.2 (a) above, the Promoter shall refund to the Allottee (after the adjustment and/or recovery of agreed Liquidated Damages, Interest and/ or any other amount which may be payable by the Allottee under this Agreement), within a period of 45 (forty-five) days of the termination, such amounts which may till then have been paid by the Allottee to the Promoter. The booking / allotment of the Unit shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Unit, save and except the right to receive the refund of the amount as mentioned above.

For avoidance of doubt, it is clarified that any amount paid by the Allottee which has been utilized towards payment of taxes to any Authority shall not be refunded unless (and till such time that) the Promoter receives credit from the same from the relevant Authority.

- (b) On a termination of this Agreement in accordance with the provisions of clause 7.3 above, the Promoter shall refund with Interest at SBI MCLR+2% per annum to the Allottee, (subject to adjustment and recovery of agreed amounts which may be payable by the Allottee under this Agreement), within a period of 45 (forty-five) days of the termination, such amounts which may till then have been paid by the Allottee to the Promoter.

For the avoidance of doubt, it is clarified that Interest will not be payable on any amounts paid by the Allottee towards any taxes and/or any other government levy.

7.5. Cancellation and/or Rectification: -

If in case upon execution of this Agreement and before execution Deed of Conveyance in favor of Allottee herein, the Allottee wishes to cancel the said Unit, make rectification and/or change name of Allottee in the said Unit, then all the charges, stamp duty, registration fees, legal fees and/or miscellaneous/ancillary expenses to be incurred in lieu of such cancellation and/or rectification shall be borne by Allottee only.

8. DEFECT LIABILITY:

- 8.1. If within a period of five (5) years from the date of handing over the possession of the Unit to the Allottee, 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 services (excluding wear and tear and misuse), then, wherever possible such defects (unless caused by or attributable to the Allottee or other occupant) 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, reasonable compensation for rectifying such defect based on the estimated cost of rectifying such defects as determined by the Architect of the Promoter. Provided that the Promoter shall not be liable in respect of any Structural Defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.

Notwithstanding anything stated in this clause or elsewhere in this Agreement, the Promoter shall not be in any way liable to repair or provide compensation for Structural Defects as set out in this clause where the Allottee has made any structural changes in the Unit or in the materials used thereon.

- 8.2. The Parties hereby agree that the warranty period for the fixtures, fittings, articles, things and various other facilities/ amenities used/ installed for development of the Unit/ Building/ Project, shall be as per the warranties given by the respective manufacturers of such articles. It is further agreed that the Promoter shall not be liable in any manner for any defects in such materials and related works. Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Unit/ Building, and if the annual maintenance contracts are not done/ renewed by the Allottee/ Maintenance Society, the Promoter shall not be responsible for any defects occurring due to the same.

9. USE OF THE UNIT:

The Allottee of the Residential Unit shall use the Unit or any part thereof or permit the same to be used only for purpose of Residential and not for any commercial purpose like Coaching Classes, Yoga Classes, Professional

Services, Catering, salons, laundries, tailoring shops, bakery, café, restaurants, places of worship etc.

The Allottee of the Commercial Unit shall use the Unit or any part thereof or permit the same to be used only for purpose of lawful Commercial activity and purpose only.

The Allottee shall use the garage or parking space only for purpose of keeping or parking vehicle.

10. FORMATION OF MAINTENANCE SOCIETY:

- 10.1. The Allottee along with other allottee(s) of the Project shall co-operate in forming and registering the Maintenance Society to be known by such name as the Promoter may decide and for this purpose the Allottee shall sign and execute the necessary documents, as may be required and from time to time, for the formation and registration of the Maintenance Society and for becoming a member, including the bye-laws/memorandum and articles of association of the proposed Maintenance Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Maintenance Society.
- 10.2. No objection shall be taken by the Allottee, if any, changes or modifications are made in the draft bye-laws, or the memorandum and/or articles of association, as may be required by the registrar of co-operative societies or the registrar of companies, as the case may be, or any other Authority.
- 10.3. Within 15 (fifteen) days upon handing over the management and maintenance of the Project by the Promoter to the Maintenance Society, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the Net Area of the Unit) of all outgoings in respect of the Project, namely, local taxes, betterment charges or such other levies as may be levied by the concerned Authority, including but not limited to water charges, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project. Any payments received by the Promoter towards the management and maintenance of the Project from the Allottee, shall be transferred to the Maintenance Society.
- 10.4. The Allottee hereby agrees and undertakes that the Allottee along with other Unit holders in the Maintenance Society shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses for transferring/handing over the remaining rights of the Promoter in the Project to the Maintenance Society, save and except the unsold units together with their exclusive areas (if any), garage (if any) and the undivided proportionate right, title and interests in the Common Area and Facilities.

- 10.5. All maintenance related amounts are compulsorily payable by the Allottee in the future upon demand being raised by the Maintenance Society, regardless of whether the Allottee uses some of the facilities or not. Any delay or default in payment of the amounts under this clause shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the facilities provided by the Promoter/ Maintenance Society till such time all due amounts are paid together with Interest for the period of delay in payment.
- 10.6. The Promoter shall provide expense details in connection of maintenance related amounts at the time of handover of the affairs of the Project to the Maintenance Society.
- 10.7. The property tax in respect of the Unit shall be borne and paid by the Allottee from the Scheduled Possession Transfer Date.

11. OTHER OUTGOINGS, TAXES AND INTERESTS:

- 11.1. Over and above the amounts mentioned in this Agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the Unit shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this Agreement.
- 11.2. The Allottee agrees that all levies, charges, cess, taxes, water charges, electricity user meter charges and grampanchayat /local authority municipal tax, in respect of the Unit shall be solely and exclusively borne and paid by the Allottee.
- 11.3. In the event the Maintenance Society has been formed but there is / are Units in the Building that are not sold by the Promoter, till such time that such unsold Unit(s) is / are sold / leased, the property tax for such unsold units/ Units shall be payable by the Promoter as charged by the Authority and the proportionate charges in respect of the Common Areas and Facilities shall be payable by the Promoter for such unsold units/ Units.

12. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 12.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (“FEMA”), Reserve Bank of India Act, 1934 (“RBI Act”) and the rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other Applicable Laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it may be liable for any action under the FEMA or other laws as applicable, as amended from time to time.

12.2. The Promoter accepts no responsibility in regard to matters specified in clause 12.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the Applicable Laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

13. COVENANTS BY THE ALLOTTEES:

The Allottee along with all persons into whose hands the Unit may come, hereby covenants with the Promoter as follows:-

- (a) To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the Scheduled Possession Transfer Date of the Unit and shall not do or suffer to be done anything in or to the Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Unit or any part thereof without the consent of the Authority.
- (b) Not to 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 Scheme and Building in which the Unit is situated or storing of which goods is objected to by the Authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the Unit is situated, including entrances of the Building in which the Unit is situated and in case any damage is caused to the Building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be solely liable for the consequences of the breach.
- (c) To carry out at his/her/its own cost all internal repairs to the Unit/Exclusive Area/garage and maintain the same in the good condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the Authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the Authority or Maintenance Society.
- (d) The Allottee agrees and undertakes to cause the Maintenance Society to ratify and confirm that the name of the Building and / or Maintenance Society shall not be changed without the prior written consent of the Promoter.

- (e) The Allottee shall use the Car Parking Space only for purpose of parking the Allottee's own vehicles.
- (f) Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, exclusive area, gardens attached to other units or terraces.
- (g) The Allottee agrees and acknowledges that the sample unit constructed by the Promoter and all furniture's, items, electronic goods, amenities etc., provided thereon are only for the purpose of show casing the unit and the Promoter is not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample unit, other than as expressly agreed by the Promoter under this Agreement.
- (h) The Allottee agrees and acknowledges (and the Allottee shall cause the Maintenance Society to agree and ratify) that the Promoter shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and / or create any right, title or interest in the unsold units/ Units and/ or assign/ transfer all its right, title or interest in the Project to any third party, without any further consent / no-objection of any nature whatsoever in this regard from the Allottee.
- (i) The Allottee is aware that in order to ensure safety of the workmen and the Allottee, the Allottee shall not be allowed to visit the site of the Project during the time that the Building is under construction without the prior permission of the Promoter.
- (j) The Allottee hereby agrees and confirms that the Maintenance Society for ease of management of maintenance of said Project shall appoint any facility management agency who will operate and maintain the management of the Maintenance Society and the Project and the Allottee shall not raise any objection in this regard.
- (k) Upon and after handover of the management of the Project to the Maintenance Society, the Maintenance Society (and its members) will be responsible for fulfilment of all obligations and responsibilities in relation to the approval as may be required by the Authority from time to time.
- (l) The Allottee is aware that various purchasers have chosen to buy unit(s)/ Unit(s) in the Project with the assurance that the conduct of all users of the Project shall be appropriate and in line with high standards of social behavior. Similarly, the Promoter has agreed to sell the Unit to the Allottee on the premise that the Allottee shall conduct himself/herself/itself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the Project and/or the Promoter.
- (m) Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever

nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the Building in which the Unit is situated 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 shelter and protect the other parts of the Building in which the Unit is situated and shall not in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structure.

- (n) Not to do or permit to be done any act or thing which may render void or voidable any insurance, if any, of the Project in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of such insurance.
- (o) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the compound or any portion of the Project in which the Unit is situated.
- (p) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/its share of security deposit demanded by the concerned Authority for giving water, electricity or any other service connection to the Project in which the Unit is situated.
- (q) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the Authority, on account of change of use of the Unit by the Allottee for any purposes other than for purpose for which it is sold.
- (r) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement until all the dues payable by the Allottee are fully paid to the Promoter and that the Allottee is not in breach of or non-observance of any of the terms and conditions of this Agreement.
- (s) The maintenance of the Unit is the primary responsibility of the Allottee and he/she/ it shall always take necessary precautions and preventive measures to ensure that the Unit is maintained in a good condition. The Allottee shall not cause any such activity that will be harmful to adjoining neighbors and for the Building structure.
- (t) The Allottee shall observe and perform all the rules and regulations which the Maintenance Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project and for the observance and performance of the rules, regulations and bye-laws for the time being of the concerned Authority. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Maintenance Society regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- (u) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project or any part thereof to view and examine the state and condition thereof.
- (v) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Unit and/ or the Project or any part thereof. The Allottee shall have no claim save and except in respect of the Unit hereby agreed to be sold/ conveyed to it/ him/her.
- (w) The Allottee hereby gives specific consent to the Promoter for change in sanctioned plans and additions or alternations as required for the Project and permitted by the Authority. However, in case where the consent of the Allottee is required under the provisions of the Act, Rules and Regulations framed thereunder, the Promoter shall send the proposed change through registered e-mail address to the Allottee and in case the Allottee doesn't reply his/her/its dissent on the same within 7 (seven) days from the date of e-mail, shall be treated that the Allottee have given informed specific consent for the said change and thereafter Allottee shall not raise any dispute about the same in future. Notwithstanding anything contained hereinbefore, the Allottee agrees and accepts that unless and until proposed revision of sanctioned plans are not against the express provisions of the Act, they shall not withhold the consent.
- (x) The Allottee shall insure and keep insured the Unit against loss or damage by fire, earthquake, riot, war, flood, civil commotion, act of God or all other risks to the full value thereof, and offer the insurance money to the Maintenance Society for the repairs, rebuilding or reinstatement of the Unit as may be required. The Promoter may obtain insurance for the development during the construction phase of the Project and after completion/ handover of the Project, the Maintenance Society, as per its discretion, may obtain insurance for the Building, super structure and other common infrastructures.

14. MAINTENANCE OF THE PROJECT:

The Allottee shall pay to the Promoter in advance towards maintenance Deposit/charges as fixed by the Promoter at the time of taking possession of the as mentioned below unit till the maintenance of the Project is taken over by the Maintenance Society.

DESCRIPTION	3BHK	SHOPS
3 Year Maintenance Charge	Rs.1,50,000/-	Rs.4/- per Sq. Ft. on SB Area
Maintenance Deposit	Rs.75,000/-	Rs.100/- Per Sq. Ft. on SB Area

The Promoter will maintain the said Project for a maximum period of Five Years after obtaining Building Use Permission and for the said maintenance Allottee has to pay fixed charge for the future maintenance and the same will be paid by the Allottee to the Maintenance Society for future maintenance and the Allottee has no objection to pay the same as they find these charges reasonable according to prevailing market rates.

15. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/ Maintenance Society shall have rights of unrestricted access of all Common Areas and Facilities for providing necessary maintenance services and the Allottee agrees to permit the Promoter/ Maintenance Society to enter into the Unit/Exclusive Area/garage, after due notice and during the standard working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

16. USAGES OF COMMON AREA AND FACILITIES:

The Common Areas and Facilities, as located within the Project, shall be used as permitted. The Allottee shall not be permitted to use the premises in any manner whatsoever, other than those earmarked for specific use. The usage terms of aforesaid facilities will also be decided by the Maintenance Society. The aforesaid amenities/ facilities have been provided by the Promoter to provide better facilities to the Allottee of the Project and their family members in good faith and the Promoter in no event shall be held responsible for accident, injury, death (if any) occurs while using the aforesaid amenities/ facilities by the Allottee and/or any other person. Further, neither the Maintenance Society nor any member or their family members or their representatives will be entitled to raise any objections against the Promoter for the same in future.

17. CAR PARKING:

17.1. The allocation of Car Parking Spaces shall be at the sole discretion of the Promoter as per approved plans without charging any additional/separate consideration towards such allocation of parking and the Allottee hereby agrees to the same. The Allottee is aware that the Promoter has in the like manner allocated 1 car parking space to purchasers of each Unit(s) in the Project and undertakes not to raise any objection in that regard and any rights of the Allottee to raise any such objection is hereby waived by the Allottee.

17.2. The Allottee hereto agrees and acknowledges that at the time of handover the maintenance and management to the Maintenance Society, the Promoter shall earmark certain Car Parking Spaces for use by such unsold units/ Units as per approved plans without charging any additional/separate consideration towards such allocation of parking and the Allottee hereby agrees and shall cause the Maintenance Society to ensure that these Car Parking Spaces are kept available for use by the purchasers / occupants of the unsold units/ Units.

18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC.:

- 18.1. The Parties are entering into this Agreement with the full knowledge of all Applicable Laws.
- 18.2. The Parties hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Authority at the time of sanctioning the said plans or thereafter and the Promoter shall obtain the Occupancy Certificate before handing over possession of the Unit to the Allottee.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

- 19.1 The Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment. The Promoter, has taken Loan from Kotak Mahindra Investment Ltd. Financial Institute, on dated 01/05/2023 Amount of Rs. 35,00,00,000/-. The Seller Promoter shall obtain a No-objection Certificate from the said financial institution prior to registration of each Sale Deed in favour of allottees.
- 19.2 The Promoter further agrees that, after the Promoter executes this Agreement, the Promoter shall not further mortgage or create a charge on the said Apartment/Shop and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Apartment/Shop.

20. UTILITY PROVISIONS

- 20.1. The Allottee hereto agrees and acknowledges that the Promoter shall enter into contracts with third parties to provide various services such as electricity supply, water supply, gas supply, garbage handling, security services, housekeeping, sewage network management, traffic management, emergency services and other general operations in respect of Project and/or lay related infrastructure thereto to the residents of the Project on the terms and conditions contained therein. The Promoter reserves the absolute right to conduct all negotiations, renegotiations and finalize terms in this regard. The terms and conditions of such contracts shall be binding on all the allottees of the Project and all the residents / purchasers / Maintenance Society shall adhere to the same without raising any dispute thereto. The Allottee has no objection to the above and waives all his/her/its rights to raise any objection.
- 20.2. The Allottee is aware that the Promoter is not in the business of or providing services proposed to be provided by various service providers (including

utility service providers). The Promoter does not warrant or guarantee the use or performance of these services provided by the respective service providers. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance / non-performance of these services provided by the respective service providers.

- 20.3. The Allottee is aware that all the units at the First Floor of the said Project have open terrace attached to their units and the said unit holders will also have individual, permanent, exclusive occupancy right of the said open terrace but they are not authorized to make any temporary or permanent construction on the said open terrace. The Allottee herein and other unit holders have accepted the above referred condition and give their unconditional acceptance by the said Agreement and shall not raise any objection in that regards.

21. LOAN AGAINST THE UNIT

- 21.1. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Allottee in connection with the payments to be made pursuant to this Agreement (the “**Allottee’s Loan**”) and any mortgage to be created over the Unit in connection with such Allottee’s Loan (which requires the prior written consent of the Promoter), the Allottee shall remain solely and wholly responsible for the timely payment of the Total Consideration and any other amounts payable under this Agreement.
- 21.2. The Parties further agree that the Promoter shall not in any way be liable or responsible for the repayment of the Allottee’s Loan taken by the Allottee. All costs in connection with the procurement of the Allottee’s Loan and creation of a mortgage over the Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Allottee. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable to the Promoter under this Agreement have not been paid, the Promoter shall have a lien on the Unit to which the Allottee has no objection and hereby waives his/her/its right to raise any objection in that regard.
- 21.3. The Allottee hereby expressly agrees that so long as the Allottee’s Loan and the Total Consideration remain unpaid / outstanding, the Allottee subject to the terms hereof, shall not sell, transfer, let out and / or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Promoter and/ or the relevant banks / financial institutions which have advanced the Allottee’s Loan. The Promoter shall not be liable for any of the acts of omission or commission of the Allottee which are contrary to the terms and conditions governing the Allottee’s Loan. It shall be the sole responsibility of the Allottee to inform the Maintenance Society about the lien / charge of such banks /

financial institutions and the Promoter shall not be liable or responsible for the same in any manner whatsoever.

21.4. The Allottee indemnifies and hereby agrees to keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that any bank/ financial institution may initiate on account of the Allottee's Loan or for the recovery of the Allottee's Loan or any part thereof or on account of any breach by the Allottee of the terms and conditions governing the Allottee's Loan.

22. BINDING EFFECT:

This Agreement does not create any binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of its receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar of Assurances as and when intimated by the Promoter, failing which the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of receipt of notice by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee (after the adjustment and/or recovery of agreed Liquidated Damages, Interest and/ or any other amount which may be payable by the Allottee under this Agreement) without any interest or compensation whatsoever.

23. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties, negotiations, commitments, writings, discussions, representations and warranties made by the Promoter in any documents, brochures, advertisements, hoardings, etc. and / or through any other medium hereinbefore agreed upon between the Promoter and the Allottee which may in any manner be inconsistent with what is stated herein.

24. RIGHT TO AMEND:

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

25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of

the Unit and the Project shall equally be applicable to and enforceable against any subsequent allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

26. CONFIDENTIALITY:

26.1. The Parties hereto agree that all the information, documents, cost and consideration etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof (the “**Confidential Information**”) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this clause shall survive even after handing over possession of the Unit and is legally binding on the Parties and shall always be in full force and effect unless such disclosure is required by Applicable Law or requested by any Authority.

27. WAIVER

Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the Allottee by the Promoter shall not be construed as waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor the same shall in any manner prejudice or affect the rights of the Promoter.

28. SEVERABILITY:

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

28.2. The Parties may negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provision being replaced, and that preserves the Party's commercial interests under this Agreement.

29. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in Project, the same shall be the proportion which the Net Area of the Unit bears to the total Net Area of all the Units in the Project.

30. FURTHER ASSURANCES:

The 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.

31. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory and the Allottee at the Promoter's office, or any other place, which may be mutually agreed between the Promoter and the Allottee. After execution of this Agreement, it shall be duly registered at the office of the Sub-Registrar at **Ahmedabad- 9 (Bopal)**. Hence this Agreement shall be deemed to have been executed at **Ahmedabad** and duly registered in accordance with the provisions contained under The Registration Act, 1908.

32. EXECUTION AND REGISTRATION:

32.1. The Allottee and/ or Promoter shall present this Agreement as well as the deed of conveyance/ assignment of lease/ transfer deeds in favor of the Allottee before the concerned sub-registrar of assurances within the time prescribed therefore under the Registration Act, 1908 and all signatories of the deeds / agreement shall present and admit execution before the concerned sub-registrar of assurances.

32.2. It shall be the responsibility of the Allottee to immediately, after the execution of this Agreement, at his/her/its own cost and expense, lodge the same for the registration with the relevant sub-registrar of assurances. The Promoter may extend assistance / co-operation for the registration of this Agreement, at the cost and expense of the Allottee. However, the Promoter shall not be responsible or liable for any delay or default in such registration.

33. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and/ or notified Email ID/ Speed Post at their respective addresses as stated above.

34. 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/it which shall for all intents and purposes to consider as properly served on all the allottees.

35. STAMP DUTY AND REGISTRATION FEES:

The charges towards stamp duty and registration fees in respect of this Agreement shall be exclusively borne by the Allottee.

36. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to the Gujarat Real Estate Regulatory Authority, as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

37. GOVERNING LAW:

The rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Ahmedabad will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and sign this Agreement at **Ahmedabad** in the presence of attesting witness, signing as such on the day, month and year first hereinabove written.

SIGNED, SEALED & DELIVERED BY
THE WITHINNAMED
(THE PROMOTER)

M/S. AVIRAT SHILAJ PROJECT
Through its authorized signatory

Mr. Hitesh Ganeshbhai Chaudhari

IN THE PRESENCE OF:

1. Name : _____

Signature: _____

2. Name: _____

Signature: _____

SCHEDULE-I

[DESCRIPTION OF THE LAND]

All that piece and parcel of the Non-Agricultural Land bearing (i) Final Plot no. 205 (Old F. P No. 335) admeasuring about 1200 square meters given in lieu of Survey no. 335 , (ii) Final Plot no. 198 (Old F. P No. 327) admeasuring about 1214 square meters given in lieu of Survey no. 327, (iii) Final Plot no. 163 (Old F. P No. 265A+266) admeasuring about 334 square meters given in lieu of Survey no. 265A and (iv) Final Plot no. 164 (Old F. P No. 265/B) admeasuring about 1714 square meters given in lieu of Survey no. 265B , comprised in Town Planning Scheme 217 (Shilaj-Thaltej-Hebatpur-sola -Bhadaj) situate, lying and being at Mouje: Shilaj, Taluka: Gathlodia, District: Ahmedabad and Registration Sub-District: Ahmedabad- 9 (Bopal) (hereinafter referred to as “Project land”) and bounded as mentioned below:

On or towards East : Final Plot no.204 & 210
On or towards West : 18 Mtr T.P. Road
On or towards North : 12 Mtr. T.P. Road
On or towards South : Final Plot No. 206 & 207/1

SCHEDULE II

[DESCRIPTION OF THE UNIT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS]

ALL THAT premises being Residential/Commercial **Apartment/Shop No. _____** admeasuring approximately **_____ square feet** i.e. **_____ square meters** (carpet area) along with balcony admeasuring approximately **_____ square meters**, and

wash area admeasuring approximately _____ **square meters** on the _____ **Floor** constructed on the said Land in the scheme known as "**SILVER BROOK 2**", constructed on the Land more particularly described in the Schedule-I hereinabove written together with proportionate undivided share _____ **square meter**, right, title and interests in Common Area and Facilities developed thereon, exclusive balcony /verandah / open terrace area and garage/ covered parking allotted to the Allottee for his/her/its exclusive use and the said Unit is bounded as under:

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

SCHEDULE III

[Description of the Common Area Amenities and Facilities]

STRUCTURE:

- RCC frame structure with Seismic Zone III compliance.

FLOORING:

- Premium vitrifies flooring in completer apartment.

KITCHEN/ STORE:

- Polished granite platform with SS sink & tile up to lintel level.
- Kota stones self in store room.
- Provision for gas pipeline.
- Electric point for washing machine with water inlet-outlet point in wash area.
- Gas geyser point in wash area.

ELECTRIFICATION:

- Concealed electrification with premium copper wire/cable.
- Premium modular switches and accessories with adequate number of points and all rooms.
- Distributed board with MCB & ELCB.
- Provision for split A/C.
- Provision cable for hi-speed internet in every apartment.

DOOR:

- Decorative main door with both side veneer.
- Other flush doors with both side laminate.

WINDOWS:

- Fully glazed anodized aluminum windows with stone revile.

WALL PAINT:

- Internal walls finished with wall putty.
- Weather shield exteriors paint.

ELEVATORS:

- Fully automatic high-speed elevators.

BATHROOM:

- Wall cladding with tiles upto lintel level. Branded sanitary wares & fittings.

PLUMBING:

- CPVC/ UPVC hot & cold water supply pipes.

ANNEXURE A

[Registration Certificate issued by Regulatory Authority]



Gujarat Real Estate Regulatory Authority (RERA)

Government of Gujarat

Website: gujrerar1.gujarat.gov.in, Email: inforera@gujarat.gov.in

FORM - C

REGISTRATION CERTIFICATE OF PROJECT

[The Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 See Rule 6(1) "said rules"]

1. This registration is granted under section 5 of the Real Estate (Regulation & Development) Act, 2016 "said act" to the following Project under project registration number :-

PR/GJ/AHMEDABAD/AHMEDABAD CITY/AUDA/MAA11094/291222

Project Name & Address :-

Silver Brook 2

Silver Brook 2, Near S P Ring Road, , Near Shilaj Circle, , Ahmedabad City, Ahmedabad, Gujarat

Remarks: TP/Revenue Village: 217 (Shilaj- Thaltej- Hebatpur- Sola- Bhadaj), FP/ Survey No:- 163 + 164 + 198 + 205, R.S.No :- 263/A, 263/B, 327, 335, Moje :- Shilaj, Ta :- Ghatlodiya, Dist :- Ahmedabad, SP/Plot no.:- , Block:- A + B + C.

Promoter Name & Address :-

Avirat Shilaj Project Partnership Firm

Avirat House, Nr. Science City,, Sola Science City Road,, Ahmedabad, Gujarat-380060

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees as prescribed in said rules as per "Annexure A" by the Government of Gujarat.
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment, plot or building, as the case may be, or the common areas as per section 17 of the said act.
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 of the said act.
- The registration shall be valid till Dt. 31/12/2026** unless renewed by the Real Estate Regulatory Authority in accordance with section 6 of the said act read with rule 7 of the said rules made thereunder.
- The promoter shall comply with the provisions of the said act and the said rules and regulations made thereunder.
- The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project.
- All advertisements for this project must mention RERA registration number and GujRERA website www.gujrerar1.gujarat.gov.in. The font size for the same should not be less than that of the contact details of the project.

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the said act and the said rules and regulations made thereunder.

Date: 29/12/2022

Place: Gandhinagar



Signature Not Verified
Digitally signed by DESHRAJIT JIVRAJBHAI
Date: 2022.12.29 09:42:18 IST
Reason: Digitally signed Certificate
Location: Gandhinagar

Signature and Seal of the Secretary
Gujarat Real Estate Regulatory Authority

ANNEXURE-B

[Floor plan of the Unit]

ANNEXURE-C

(Schedule Of Payment According To Stagewise Construction)

The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :-

- a. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- b. Amount of Rs. _____/- (Rupees _____ Only) (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 Unit is located.
- c. Amount of Rs. _____/- (Rupees _____ Only) (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 Unit is located.
- d. Amount of Rs. _____/- (Rupees _____ Only) (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 Unit.
- e. Amount of Rs. _____/- (Rupees _____ Only) (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 Unit.
- f. Amount of Rs. _____/- (Rupees _____ Only) (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 Unit is located.
- g. Amount of Rs. _____/- (Rupees _____ Only) (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 Unit is located.

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

SCHEDULE UNDER SECTION 32(A) OF THE REGISTRATION ACT, 1908

**SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF THE
PROMOTER**

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
_____ Authorized Signatory of M/S. AVIRAT SHILAJ PROJECT Mr. Hitesh Ganeshbhai Chaudhari		

**SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF THE
ALLOTTEE**

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
