**AGREEMENT TO SELL**

This Agreement to Sell (hereinafter referred to as the **"Agreement"**) is made and executed at [•] on this [•] day of [•] 2017 by and between:

**M/s GRUHAM PLAZA**, a partnership firm duly incorporated and existing under the provisions of the Partnership Act, 1932 and having its principal office at Block No.1086/1087, B/s Lakeview Residency, Kosad, Surat, Gujarat and assessed to income tax under PAN AAPFG4081L, represented through its partner **MR. BHARATBHAI SHAMJIBHAI JALODARA** duly authorized [hereinafter referred to as the "**Promoter**" which expression shall unless it be repugnant to the context or subject thereof be deemed to include the partners of the firm and their legal heir(s), executor(s), administrator(s) and permitted assign(s)]of the **ONE PART**;

**AND**

M/s/Mr./Mrs./Ms. [•] Son/Daughter/Wife of [•], aged [•], residing/having its address at [•], and assessed to income tax under PAN [•] [hereinafter referred to as the "**Allottee(s)**" which expression shall unless it be repugnant to the context or subject thereof be deemed to include (a) in case of an individual, his/her legal heir(s), executor(s), administrator(s) and permitted assign(s); (b) in case of a partnership firm, its partners and their legal heir(s), executor(s), administrator(s) and permitted assign(s); (c) in case of a company or body corporate or juristic entity, its successor(s) and permitted assign(s)]of the **OTHER PART**.

The **Promoter** and the **Allottee(s)** shall collectively be referred to as **"Parties"** and individually as **"Party"**

**WHEREAS:**

A. The Promoter is possessed of the complete title, rights and interest of the piece of land admeasuring [•] sq. mt. located at T.P.S. No.66 (Kosad-Variyav), Block No. 1086+1087, F.P. No.341+342, Village Kosad, Sub-district Adajan, District Surat and as more particularly described at **Schedule-A (Description of the Project Land)**to this Agreement (hereinafter referred to as **"the Project Land"**).

B. The chain of title of the Promoter to the Project Land is set out at **Annexure-I (Chain of Title of Project Land)** to this Agreement.

C. The title of the Promoter in the Project Land is recorded in the property card and other revenue records as free and marketable. A copy of the Certificate of Title in respect of the Project Land showing the nature of the title of the Promoters to the Project Land is annexed hereto and marked as **Annexure-II (Certificate of Title of the Project Land)** to this Agreement.

D. The Promoter has exclusive possession of the Project Land with absolute rights to develop the Project Land and entitled to construct buildings upon the Project Land.

E. The Promoter is in the process of developing a commercial shopping complex comprising of G + 4 floors consisting of Retail Shop(s), Common Areas and Common Facilities,*(as defined herein below),* known as "**GRUHAM PLAZA**" to be developed upon the Project Land and as more particularly described in **Schedule-B (Description of the Project)** to this Agreement (hereinafter referred to as "**the Project / the Commercial Complex**")**.**

F. The Promoter has applied for and obtained certain approvals in respect of the Project and shall obtain the pending approvals from the concerned authority as and when required so as to acquire the completion certificate or occupancy certificate of the Project.

G. On demand from the Allottee(s), the Promoter has given inspection to the Allottee of:

(a) title chain documents of the Project Land including the authenticated copies of certificate of title issued by the attorney at law or advocate of the Promoter, authenticated copies of property card or extract of village forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the Project Land;
(b) the authenticated copies of the Approved Plans(*as defined herein below*)and specifications in respect of the Project;
(c) the authenticated copies of other permissions and other approvals obtained in respect of the Project;
(d) the authenticated copies of the Approved Plans (*as defined herein below*)and specifications in respect of the said Shop;
(e) such other documents as are specified under the Act (as defined herein below) and the Rules and Regulations made there under and the Allottee is satisfied as to the title, completeness, authenticity and reliability of the above listed documents.

H. The Promoter has registered the Project under the provisions of the Act (*as defined herein below*) with Gujarat Real Estate Regulatory Authority as established under the Act (hereinafter referred to as **"the Authority")** vide registration no. [•] **("Registration Certificate")** and the authenticated copy of the Registration Certificate is annexed hereto and marked as **Annexure-III (Registration Certificate of the Project)** to this Agreement.

I. The Promoter has sole and exclusive rights to sell the Retail Shop(s) in the Project and to enter into agreement(s) with the allottee(s) of the Retail Shop(s) and to receive the sale consideration in respect thereof.

J. The Promoter has engaged the services of architects and structural engineers for the preparation of the design and drawings in respect of the Project and the construction of the Project shall be under the professional supervision of the said architects and structural engineers.

K. The Allottee(s) has requested for allotment of [•] Retail Shop(s) in the Project and the Promoter has accepted the request of the Allottee(s) and has earmarked the Said Shop (as defined herein below) subject to the terms & conditions hereinafter appearing for the purpose of securing the beneficial enjoyment of the Said Shop, Common Areas and Common Facilities along with all the other allottees of the Retail Shop(s) in the Project.

L. The Allottee(s) is aware that the Promoter is entering into agreements with several parties or persons for allotment of the Retail Shop(s) in the Project.

M. The Allottee(s) acknowledges that he is entering into the Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project and is aware of the terms and conditions contained in the Agreement and that he has clearly read and understood his rights, duties, responsibilities, obligations under each and all the clauses of the Agreement and also the obligations of the Promoter.

N. The Allottee(s) has prior to the execution of this Agreement satisfied himself of (i) the nature of title of the Promoter to the Project Land; (ii) the rights of the Promoter to develop the Project; (iii) the approvals obtained by the Promoter for the development of the Project from the concerned authority; and (iv) the nature of rights retained by the Promoter under this Agreement. This Agreement has been entered into by the Allottee(s) after having perused the Approved Plans with respect to the Said Shop and the Project.

O. Relying upon the confirmation, representations, covenants, undertakings, warranties and assurances of the Allottee(s) to faithfully abide by all the terms, conditions and stipulations in letter and in spirit as contained in the Agreement and/or the application form and/or such other terms and conditions as may be stipulated by the Promoter at any time thereafter, the Promoter has agreed to enter into this Agreement to sell on the terms and conditions contained herein.

**NOW THE AGREEMENT WITNESSETH AS FOLLOWS:**

**1. DEFINITIONS**

1.1. **"ACT"** shall mean Real Estate (Regulation & Development) Act, 2016 as amended from time to time and the rules framed thereunder.

1.2. **"APPLICABLE LAWS"** shall mean all acts, rules and regulations in force and in effect as of the date hereof as applicable in the State of Gujarat including, Gujarat Town Planning and Urban Development Act, 1976, The Bombay Provincial Municipal Corporation Act, 1949, the Act, the Rules and Regulations and any other law which may be promulgated or brought into force and effect hereinafter including bye-laws, notifications, ordinances, policies, laws or orders or official directive of any Central / State Government or of any statutory authority in Gujarat, as may be in force and effect during the subsistence of this Agreement and applicable to the development / construction / sale of the Project.

1.3. **"APPROVED PLANS"** shall mean layouts, plans, specifications and designs of Project / Said Shop constructed or to be constructed on the Project Land, which has been duly approved by the Local Authority including any variations therein which may subsequently be made by the Promoter and/or architect(s) in accordance with Applicable Laws and as annexed and attached herein to the Agreement as **Annexure-IV** (Approved Plans).

1.4. **"AUTHORITY"** shall have the meaning ascribed in Recital H of this Agreement.

1.5. “**CARPET AREA**” means the net usable floor area of the Retail Shop(s), excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Retail Shop(s). For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of the Retail Shop(s), meant for the exclusive use of the allottee(s) and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of the Retail Shop(s), meant for the exclusive use of the allottee(s);

1.6. **“COMMON AREAS”** shall mean and include the Project Land and such common areas and spaces in the Project which are meant and/or reserved for common use and enjoyment of the allottees of the Project and more particularly detailed in **Schedule-C (Common Areas and Common Facilities)** to this Agreement except as specifically excluded as per the terms of the Agreement.

1.7. **“COMMON FACILITIES”** shall mean and include such facilities and equipment in the Project which are meant and/or reserved for common use and enjoyment of all the allottees of the Project and more particularly detailed in **Schedule-C (Common Areas and Common Facilities)** to this Agreement except as specifically excluded as per the terms of the Agreement.

1.8. **“CONVEYANCE DEED”** (i) in respect of Said Shop, shall mean the written instrument executed between the Promoter and the Allottee(s) through which the ownership of the Said Shop is transferred in favour of Allottee(s) by the Promoter subject to and in accordance with the terms of this Agreement; (ii) in respect of the Common Areas and Common Facilities, shall mean the written instrument executed between the Promoter and the Owners’ Welfare Society through which the ownership of the Common Areas and Common Facilities is transferred in favour of Owners’ Welfare Society by the Promoter subject to and in accordance with the terms of this Agreement.

1.9. **“EARNEST MONEY”** shall have the meaning as ascribed to it in Clause 4.5 of this Agreement.

1.10. **“FACILITY MANAGEMENT AGENCY”** shall mean the facility management agency appointed by the Promoter to manage the operation and maintenance of the Common Areas and Common Facilities under Clause 9 of this Agreement.

1.11. **FORCE MAJEURE”** shall mean any event beyond the control of the Promoter or his agents which effects the regular development of the Project and/or clauses delays/failure in completion of the Project including:

(a) war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature;

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

1.12. **“INTEREST RATE”** shall mean interest rate of 12% p.a.

1.13. **“LOCAL AUTHORITY”** shall mean municipal corporation or municipalty or panchayats or any other local body constituted under any law for time being in force for providing municipal services or basic services, as the case may be having jurisdiction in the territory of district of Surat.

1.14. **“OWNERS’ WELFARE SOCIETY”** shall mean cooperative society or association of the allottees of the Project, which shall be formed for the management/maintenance of Common Areas and Common Facilities.

1.15. **“MILESTONE”** shall have the meaning ascribed under Clause 5.3 of this Agreement.

1.16. **“OFFER LETTER”** shall have the meaning ascribed under Clause 6.3.2 of this Agreement;

1.17. **“OUTGOINGS”** shall mean (i) in respect of the Said Shop, all taxes (including property-tax, fire-fighting tax), fees, charges, cess, levies or assessments, as and when levied by the government authorities (whether Central, State or local) and (ii) in respect of the Project Land and Project, the local taxes, lease money, development charges, betterment charges or such other charges as levied by the concerned authority, water charges, insurance and all expenses necessary and incidental to the maintenance and management of the Project and payable in Proportionate Share.

1.18. **“PAYMENT NOTICES”** shall have the meaning ascribed under Clause 5.3 of this Agreement.

1.19. **“PAYMENT PLAN”** shall have the meaning ascribed under Clause 5.2 of this Agreement.

1.20. “**POSSESSION DATE”** shall have the meaning ascribed to it under Clause 6.3.2 of this Agreement.

1.21. **“PROJECT**” shall have the meaning ascribed to it under Recital E of this Agreement.

1.22. **“PROJECT LAND”** shall have the meaning ascribed to it in Recital A of this Agreement.

1.23. **“PROPROTIONATE SHARE”** shall mean the share of the Allottee(s) in proportion to the Carpet Area of the Said Shop to the total Carpet Area of all the Retail Shops in the Project.

1.24. **“RETAIL SHOP(s)”** shall mean the premises(s)/unit(s)/shop(s) in the Project intended and/or capable of being independently and exclusively occupied for commercial purpose.

1.25. **“RULES AND REGULATIONS”** shall mean and include the Gujarat Real Estate (Regulation and Development) (Matters relating to the Real Estate Regulatory Authority) Rules, 2016 and the Gujarat Real Estate (Regulation and Development) (Matters relating to the Gujarat Real Estate Appellate Authority) Rules, 2016 and the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 and all other rules and regulations formed under the Act.

1.26. **“SAID SHOP”** shall mean Shop No(s). [•] on floor [•] having Carpet Area (*as defined herein below)* of [•] sq. ft. in the Project along with and the proportionate right to use the Common Areas and Common Facilities to this Agreement.

1.27. **“STRUCTURAL DEFECTS”** shall mean any defect related to the load bearing structure of the Project. This shall not include non-load bearing elements or water proofing

## 2. INTERPRETATIONS

2.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa;

2.2 Words in singular shall include the plural and vice versa;

2.3 Reference to a gender includes a reference to all other genders;

2.4 Reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;

2.5 Reference to recital, clause, annexure or schedule shall be deemed to be a reference to recital, clause, annexure or schedule of the Agreement;

2.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of the Agreement;

2.7 All annexures and schedules annexed with the Agreement are integral part of the Agreement.

## 3. COVENANT FOR SALE AND PURCHASE

3.1 That the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase from the Promoter the Said Shop i.e. shop no(s). [•] on floor [•] having Carpet Area of [•] sq. ft. in the Project along-with the proportionate right to use the Common Areas and Common Facilities, jointly with allottee(s) of the Retail Shop(s) in the Project without causing any hindrance or inconvenience to them, upon the terms and conditions set out hereunder, as mutually agreed by and between the Parties hereto. The detailed plan of external and internal development works of the Project is set out at **Schedule-D (Development Works)** to this Agreement. The details of specifications, facilities and amenities with respect to the Said Shop are set out at **Schedule-E (Specifications of the Said Shop)** to this Agreement.

3.2 Nothing contained in these presents shall be construed as grant, demise or assignment in law in or over the Said Shop or Common Areas and

Common Facility in favour of the Allottee(s). Such conferment, (i) in respect of the Said Shop, shall take place only upon the execution of the Conveyance Deed of the Said Shop in favour of the Allottee(s); and (ii) in respect of the Common Areas and Common Facility, shall take place upon execution of Conveyance Deed of the Common Areas and Common Facility in favour of the Owners' Welfare Society as per this Agreement. The Allottee(s) shall have no claim save and except in respect of the Said Shop agreed to be sold to the Allottee(s) under the Agreement and the Common Areas and Common Facilities in the Project will remain the property of the Promoter until the same is transferred to the Owners' Welfare Society/Local Authority (as per local laws).

3.3 The Allottee(s) agrees and understands that except as expressly provided in this Agreement, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with Applicable Laws/local laws.

3.4 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.

3.5 That the Project shall always be known as "**GRUHAM PLAZA**" and the name of the Project shall not be changed except with the consent of the Promoter.

## 4. SALE CONSIDERATION

4.1 In consideration of the Promoter agreeing to sell the Said Shop, the Allottee(s) shall pay a sum of Rs. [•] (hereinafter referred to as **"Basic Sale Consideration").**

4.2 The Basic Sale Consideration of the Said Shop does not include and thus, the Allottee(s) shall additionally bear and pay the following additional payments including but not limited to taxes, charges, deposits, etc. (hereinafter referred to as **"Additional Payments")** as and when demanded by the Promoter**:**

(a) Advance Maintenance Charges for 1 month from the Possession Date as per Clause 9.9: Rs. [•] (Rupees [•] only);
(b) Taxes (as defined herein below);
(c) Amounts towards insurance premium of Project for the period before execution of Conveyance Deed of the Project Land and Common Areas and Common Facilities in favour of the Owners' Welfare Society in Proportionate Share, on actual basis;
(d) Stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed in respect of the Said Shop.

4.3 The Basic Sale Consideration of the Said Shop and the Additional Payments in respect of the Said Shop shall collectively be referred to as **"Total Payable Amount".** All other charges, which are specifically mentioned in this Agreement and do not form part of the Total Payable Amount, shall be paid by the Allottee(s) in addition to Total Payable Amount as per this Agreement.

4.4 The Basic Sale Consideration is exclusive of taxes consisting of tax paid or payable by the Promoter by way of GST, CESS or any other similar taxes, which may be levied, in connection with the construction of the Project and the Said Shop and/or in connection with maintenance charges, insurance premium of the Project (**"Taxes").** The Taxes shall be separately payable by the Allottee(s) as and when demanded by the Promoter in the Payment Notice as defined in Clause 5.3 herein below with particulars of the Taxes as have become payable.

4.5 **Earnest Money**
(a) The Allottee(s) agrees and acknowledges that 20% of the Basic Sale Consideration, shall be treated as earnest money (hereinafter referred to as the "**Earnest Money**") to ensure fulfillment, by the Allottee(s) of the terms and conditions of the Agreement.
(b) The Promoter shall be entitled to forfeit the Earnest Money as per Clause 7.5.

## 5. PAYMENT OF BASIC SALE CONSIDERATION

5.1. The Allottee(s) has already paid Rs. [•] (not being more than 10% of the Basic Sale Consideration) including GST thereon, in the following manner towards booking amount / installments of the Said Shop, the receipt of which, the Promoter does hereby acknowledge:

| Date | Cheque No. | Bank | Basic sale Consideration (A) | GST (B) | TDS u/s 194IA (C) | Cheque Amount (A + B - C) |
|---|---|---|---|---|---|---|
| [•] | [•] | [•] | [•] | [•] | | |
| **Total** | | | [•] | [•] | | |

5.2. The Allottee(s) do hereby agree to pay to the Promoter, the balance of the Basic Sale Consideration of Rs [•] (Rupees [•] only) thereon amounting Rs. [•] (Rupees [•] only) in installments in such manner and asmore particularly described in **Schedule-F (Payment Plan)** to this Agreement (hereinafter referred to as **"Payment Plan")**:

5.3. The payment of installments is linked to the construction and the Promoter shall issue notices from time to time for payment of the installments on completion of each stage of construction ***(*"Milestones")**. Similarly, the Promoter shall also send notices/ short message service ("SMS") on the cell phone registered with by the Allottee(s) with the Promote as on that date to the Allottee(s) for payment of the Additional Payments and other amounts payable by the Allottee(s) to the Promoter under this Agreement. The intimation o the Allottee(s) through notice/SMS shall be considered valid and the Allottee(s) shall abide by such notices/SMS for the payment of amount demanded by the Promoter in terms with this Agreement. The notices for installments, Additional Payments and other amounts payable by the Allottee(s) to the Promoter under this Agreement shall be hereinafter referred to as **"Payment Notices"**. The decision of the architect (appointed by the Promoter) about the completion of the Milestones shall be final and binding on the Allottee(s). The Allottee(s) shall pay the installments, Additional Payments and all other dues on or before the due dates as would be mentioned in the Payment Notices.

5.4. **Timely Payment:**

5.4.1. The Allottee(s) assures the Promoter that the Basic Sale Consideration and Additional Payments and any other charges or expenses or deposits mentioned in the Agreement shall be paid in accordance with the due dates mentioned in the Payment Notices or any other clauses of this Agreement without default/delay. Timely payment of the installments of Basic Sale Consideration, Additional Payments and all other amounts due and payable by the Allottee(s) to the Promoter shall be the essence of this Agreement.

5.4.2. That the Allottee(s) shall make all payments as agreed herein through A/C Payee Cheque / Demand Draft / RTGS / NEFT in favour of [•] payable at [•]. The receipt would be valid only after realization of the said cheque / bank draft and effecting credit in the account of the Promoter. The RTGS / NEFT can be made in [•] Bank Account No. [•] with RTGS Code No. [•].

5.5. The Basic Sale Consideration is escalation free, save and except the increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and / or any other increase in charges / taxes / levies / lease money / cess / fee or introduction of new charges / levies / taxes / lease money / cess / fee which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges / cost / charges / taxes imposed by the competent authorities, the Promoter shall enclose the said notification / order / rules / regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

5.6. **SECURITIZATION AND LOAN**

5.6.1. The Allottee(s) accords his irrevocable consent to the Promoter to securitize the Basic Sale Consideration and/or part thereof and the amounts receivable by the Promoter under this Agreement and to assign to banks / financial institutions or any other person the right to directly receive from the Allottee(s) the Basic Sale Consideration or any part thereof. The Allottee(s), upon receipt of any such intimation in writing by the Promoter, agrees and undertakes to pay without any delay, demur, deduction or objection to such bank / financial institution, the Basic Sale Consideration or any part thereof and / or the other amounts payable under this Agreement. The Promoter confirms that the same shall be valid payment of the Basic Sale Consideration or part thereof and discharge of the Allottee(s)'s obligations to the extent of payments made by the bank/financial institutions.

5.6.2. It is agreed that the Allottee(s) shall be entitled to avail loan from a bank / financial institution in order to enable the Allottee(s) to make payment of the Basic Sale Consideration only with the prior written consent of the Promoter. All the costs and expenses in connection with the procurement and availing of the said loan and mortgage of the Said Shop and payment of charges to the bank / financial institution, shall be solely and exclusively borne and incurred by the Allottee(s). The Promoter will grant its no-objection to the Allottee(s) availing of such loan with such bank / financial institution, provided however that the Promoter shall not incur any liability / obligation for repayment of the monies so borrowed by the Allottee(s) and / or any monies in respect of such borrowings including cost and interest. The Promoter will issue the said no-objection letter provided that the concerned bank / financial institution agrees to make payment of the balance amount of Total Payable Amounts of the Said Shop directly to the Promoter as per this Agreement.

5.6.3. The Allottee(s)' obligation to buy / purchase the Said Shop shall not be contingent on the Allottee(s)' ability or eligibility to obtain such financing and the Allottee(s) would remain bound under this Agreement whether or not he has been able to obtain financing for the purchase of the Said Shop. The Allottee(s) shall not omit, ignore, withhold, fail or delay the due payments to the Promoter as per the Payment Plan or the due installment by the respective due date on the grounds of unavailability of bank loan or finance from any bank / financial institution or for any reason whatsoever, in this regard.

5.7. The Allottee(s) hereby authorizes the Promoter to set off / adjust / appropriate the total consideration made by the Allotte(s) under any head(s) of dues against lawful outstanding in the name of the Allottee(s) as the Promoter may in its sole discretion deem fit and grants to the Promoter the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Allottee(s) to the Promoter (including the Total Payable Amount) against any other amounts payable by the

Allottee(s) to the Promoter or by the Promoter to the Allottee(s) pursuant to this Agreement and in relation to the Said Shop or otherwise. The Allottee(s) agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Allottee(s), in that regard, shall be deemed to have been waived.

5.8. **Compliance of laws relating to remittances:**

5.8.1. The Allottee(s), 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 there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India, etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

5.8.2. The Promoter accepts no responsibility in regard to matters specified in clause 5.8.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) 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 Allottee(s) and such third party shall not have any right in the application / allotment of the Said Shop in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

## 6. CONSTRUCTION

### 6.1. Adherence to design, specification, etc.

The Allottee(s) has seen, understood and accepted the Approved Plans, specifications, amenities and facilities of the Said Shop as approved by the concerned authority and annexed along with this Agreement. The Promoter shall construct / develop the Project in accordance with the Approved Plans. The Promoter hereby agrees to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned authority at the time of sanctioning of the plans or thereafter and shall before handing over possession of the Said Shop to the Allottee(s) obtain the occupation certificate or completion certificate from the concerned authority in respect of the Said Shop.

### 6.2. Variations

6.2.1. The Promoter hereby agrees that minor additions or alterations as may be required by the Allottee(s) or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized architect or engineer, shall be made as per Applicable Laws.

6.2.2. There may be minor variation in the Carpet Area of the Said Shop and the Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Project is complete and the occupancy certificate in respect of the Project is granted by the competent authority, by furnishing details of changes, if any, in the Carpet Area, subject to minor variations. If there is any increment in the Carpet Area, the Allottee(s) agrees to pay to the Promoter an additional amount at the rate of Rs. [•] per sq. ft. of Carpet Area of the increased area on demand raised by the Promoter in this regard. However, if there is any reduction in the Carpet Area, the Promoter shall adjust, in the final installment of the Basic Sale Consideration, the difference amount calculated at the aforementioned rate of Rs. [•] per sq. ft. of the Carpet Area of the reduced area.

### 6.3. Execution of the Conveyance Deed and Handing Over of Possession of the Said Shop

6.3.1. Based on the Approved Plans and subject to *Force Majeure* the Promoter shall complete the construction of the Said Shop by

30/09/2020 (which may be extended as per Applicable Laws and this Agreement). Provided that the said timeline of completion of development of the Said Shop may be increased if such increase is required due to any change / modification in the Approved Plans only if such changes / modifications are due to any requirement under any Applicable Law or requirement of any competent authority. The stage-wise completion plan of the Project is given in **Schedule G**. In case the Promoter is unable to complete the construction of the Said Shop on account of Force Majeure, the Promoter shall be entitled to reasonable extension of time for giving possession of the Said Shop which shall be communicated by the Promoter to the Allottee and the Promoter shall not be liable to pay any interest or compensation for the time duly extended **("Extended Possession Date")**.

6.3.2. The Promoter shall, subject to fulfillment of Conditions Precedent *(in Clause 6.3.6 (b), (c) and (d) of this Agreement),* not later than expiry of 15 days from the date of issuance of occupancy certificate of the Said Shop, *vide* offer letter **("Offer Letter")** (i) invite Allottee(s) *(along-with details of outstanding dues and stamp duty, registration charges and other incidental charges to be paid by the Allottee(s) to the Promoter as per this Agreement)* to pay the said outstanding dues and stamp duty, registration charges and other incidental charges to be paid by the Allottee(s) to the Promoter as per this Agreement and to execute and register the Conveyance Deed of the Said Shop; and (ii) offer the Allottee, to take the possession of the Said Shop, within 15 days from the date of the Offer Letter **("Possession Period")**. The Promoter shall, subject to fulfillment of Conditions Precedent in Clause 6.3.6. (b), (c), (d) and (e), a) execute and register a Conveyance Deed and convey the title of the Said Shop and (b) subject to fulfillment of all Conditions Precedent handover possession of the Said Shop before the expiry of the Possession Period **("Possession Date").** In case the Allottee(s) has availed loan / finance from any bank or financial institution, the Conveyance Deed of the Said Shop shall be handed over to the lending bank or financial institution, as required by them.

6.3.3. The Promoter shall after completion of construction of the Project, execute, subject to Force Majeure, the Conveyance Deed of the Common Areas and Common Facilities in favour of the Owners' Welfare Society or the Local Authority (as per local laws), as the case may be, within such time as mentioned in the local applicable laws and if no such time is mentioned in the local applicable laws then within 3 months from the issuance of occupancy certificate in respect of the Project and shall thereafter, handover the physical possession of the Common Areas and Common Facilities to the Owners' Welfare Society or the Local Authority (as per local laws), as the case may be.

6.3.4. After obtaining the occupancy certificate in respect of the Project and handing over physical possession to the Facility Management Agency, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the Owners' Welfare Society or the Local Authority (as per local laws), as the case may be. Provided that in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, the Owners' Welfare Society or the Local Authority, as the case may be, within thirty days after obtaining the occupancy certificate of the Project.

6.3.5. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Gujarat Stamp Act, 1958 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. At the time of registration of the Conveyance Deed of the Common Areas and Common Facilities, the structure of the Project in favour of the Owners' Welfare Society upon its formation, the Allottee(s) shall pay to the Promoter, the Allottee(s)' Proportionate Share of stamp duty and registration charges payable by the Owners' Welfare Society on the Conveyance Deed of the Common Areas and Common Facilities, the structure of the Project in favour of the Owners' Welfare Society.

**6.3.6. Conditions Precedent**

a) the Conveyance Deed of the Said Shop has been executed and registered; and

b) the Allottee(s) has complied with all provisions, formalities, documentation, etc. as may be prescribed by the Promoter in this regard; and
c) the Allottee(s) not being in default of any of the terms and conditions of the Agreement; and
d) in case the Allottee(s) has availed loan / finance from any bank or financial institution, the Promoter has received a "No Objection Certificate" from such bank or financial institution;
e) Total Payable Amount in respect of the Said Shop and such other amounts / charges as mentioned under this Agreement has been received by the Promoter from the Allottee(s).

**6.3.7. Delay on the part of the Allottee in taking the Possession and in execution of Conveyance Deed**

a) In any event, if the Conveyance Deed is not executed and/or registered within 6 months from the date of expiry of the Possession Period on account of any reason not attributable to the Promoter, the Promoter shall have the right to terminate the Agreement in accordance with Clause 7.3(d) herein.
b) It is understood by the Allottee(s) that if the Conveyance Deed of the Said Shop has been registered in favour of the Allottee and the Allottee(s) fails to take actual possession of the Said Shop within the Possession Period, the Allottee(s) shall be deemed to have taken possession on the 30$^{th}$ day from the date of Offer Letter which date, for all purposes and irrespective of the actual date when the Allottee(s) takes physical possession of the Said Shop, shall be deemed to be the Possession Date and the definition of Possession Date in such case shall mean the 30$^{th}$ day from the date of Offer Letter.

**6.3.8. Responsibilities on and from the Possession Date**

a) The Promoter shall not be responsible for any damage caused to the Said Shop after the Possession Date and in such event the Allottee(s) shall have to take possession of the same on *as is where is* basis. The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. or any accident caused due to any of machineries installed like electrical equipment, and transformer etc after the Possession Date.
b) The Allottee(s) shall, from the Possession Date, be solely responsible to maintain the Said Shop at his/her own cost, in

good condition and keep the Said Shop and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Shop is not in any way damaged or jeopardized.

c) The Allottee(s) shall bear and pay the Outgoings from the Possession Date in respect of the Said Shop. The Allottee(s) shall pay the Outgoings irrespective of the fact whether the Owners' Welfare Society or any other entity carries out maintenance, whether levied retrospective or prospective. So long as the Said Shop is not separately assessed to the Outgoings, the same shall be paid by the Promoter or Owners' Welfare Society and shall be recovered from the Allottee(s) in the Proportionate Share of the Allottee(s). If the Promoter have to pay the Outgoings on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to interest computed at the Interest Rate for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter/Facility Management Agency.

d) The Allottee(s), from the Possession Date, shall pay the Maintenance Charges as mentioned in Clause 9.9.

**6.4. Structural Defects**

If within a period of 5 years from the Possession Date, the Allottee(s) brings to the notice of the Promoter any Structural Defect in the Said Shop or the Project or any defects on account of workmanship, quality or provision of service and wherever possible such defects shall be rectified by the Promoter at his own cost. In case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoter compensation for such defect based on the estimated cost of rectifying such defects as determined by the project architect of the Promoter. Notwithstanding anything stated in this Clause 6.4 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 6.4 for (i) Structural Defects which cannot be attributable to the Promoter or beyond the control of the Promoter or (ii) where the Allottee(s) has made any structural changes in the Said Shop or in the materials used thereon or where the Structural Defect is attributable to the Allottee.

6.5. The Promoter shall be at a liberty and is entitled to complete any wing/floor/part of the Commercial Complex and apply for and obtain part occupation certificate thereof. When offered, the Allottee(s) shall be obliged and undertakes to take the Said Shop for possession on the basis of such part occupation certificate, which relates to the Said Shop. In such an event, the Promoter shall, without any hindrance or objection by the Allottee(s), be entitled to carry out by itself or through its contractors or otherwise the remaining work in respect of the Project even if the same causes any nuisance and/or annoyance to the Allottee(s) and the Allottee(s) agrees and covenants not to raise any objection and/or claim in that regard.

6.6. The Promoter has informed the Allottee(s) that there may be common access road, street lights, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities including podium and conveniences in the layout of the Project. Neither the Allottee(s) nor any of the other allottees of the Retail Shop(s) in the Project shall object to the Promoter or laying through or under or over the Project Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for the Commercial Complex which are to be developed and constructed on any portion of the Project Land.

6.7. The Promoter shall be entitled to construct on a temporary basis a site office/sales lounge on the Project Land in accordance with Applicable Laws and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Project Land, or any portion thereof has been transferred to the Owners' Welfare Society until the development of the Project Land has been completed in all respects.

6.8. The Promoter reserves to itself the right to transfer the Project Land and/or the Project or any part thereof to any third party at any time subject to the Applicable Laws and the Allottee(s) hereby accords his irrevocable consent to the same and undertakes not to raise any objection in this regards and waives his rights to raise such objection or make any claims in that regard. The Promoter shall be at liberty to sell, assign, transfer, lease, mortgage or otherwise deal with its right, title and interest in the

Project Land and/or the Project or any part thereof subject to Applicable Laws.

6.9. Till the entire development of the Project Land to its full development potential has been completed in all respects, the Allottee(s) shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Allottee(s) shall have no right or interest in the enjoyment and control of the Promoter in this regard and the Allottee(s) shall not hinder or obstruct the Promoter in this regard or in the exercise by the Promoter of its aforesaid rights.

## 7. EVENTS OF DEFAULTS AND CONSEQUENCES

7.1 The Promoter shall be considered under a condition of default, in the following events, namely:-

(a) The Promoter fails to offer the possession of the Said Shop to the Allottee(s), without any default on the part of the Allottee(s), within the time period specified in Clause 6.3.1 in this Agreement (as extended as per the Act) and such default is not caused due to Force Majeure or is not attributable to any default of the Allottee(s);

(b) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the Rules or Regulations.

7.2 In case of default by the Promoter under the conditions listed above is on account Allottee(s) is entitled, to the following:

(a) If the Allottee(s) intends to withdraw from the Project:

i. the Allottee(s) may terminate the Agreement after serving a 30 days’ notice to the Promoter,

ii. In case of termination by the Allottee in accordance with Clause 7.2(a) (i), the Promoter shall be liable to refund the entire money paid (excluding interest paid by the Allottee(s) to the Promoter as per the terms of this Agreement and amounts mentioned in Clause 7.8) by the Allottee(s) against the Total Payable Amount, along with interest computed at the Interest Rate for the period commencing from the date on which the Promoter received the amounts or any part thereof and ending on the date on which the Promoter refunds the said amount or part thereof to the Allottee(s), within 45 days from the date on which the said amount of refund becomes due.

(b) If the Allottee(s) does not intend to withdraw from the Project: If the Allottee(s) does not intend to withdraw from the Project or to terminate the Agreement, it shall be paid, by the Promoter, interest computed at the Interest Rate for the period for the period of delay till the issuance of Offer Letter to the Allottee(s).

(c) Notwithstanding anything contained herein this Agreement more particularly in Clause 7.2(b), if the Force Majeure conditions are of a nature which makes it impossible for the Agreement to be implemented, which shall be assessed by the Promoter (and such assessment and decision of the Promoter shall be final and binding on the Allottee(s), the Promoter shall, after becoming aware about the impossibility of the Project, inform the Allottee(s) about such impossibility along with notice of termination of one month and the consequences stated in Clause 7.2(a)(ii) shall follow.

7.3 The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:

(a) failure/delay on the part of the Allottee(s) to make payment of any installment by the respective due dates as per the Payment Plan and/or any other amounts payable by the Allottee(s) to the Promoter under the Agreement, despite having been issued notice in that regard, the Allottee(s);

(b) delay/default by Allottee(s) under Clause 7.3(a) above continues for a period beyond 2 consecutive months;

(c) after the issuance of Offer Letter as per Clause 6.3.2 failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any balance amount of Total Payable Amount/ any other amounts due including interest (if applicable) under this Agreement within the period mentioned in the Offer Letter;

(d) after the issuance of Offer Letter as per Clause 6.3.2 the delay/failure on the part of the Allottee(s), after having paid all the amounts due to the Promoter under this Agreement, in execution and registration of Conveyance Deed of the Said Shop after expiry of 6 months from the mentioned in Offer Letter;

(e) breach of any other terms & conditions of this Agreement on the part of the Allottee(s)and pursuant to a written notice from the Promoter for rectification/remedy of the default within a period of 15 (Fifteen) days, if the Allottee(s) fails to rectify such breach to the satisfaction of the Promoter

(f) violation of any of the Applicable Laws on the part of the Allottee(s).

7.4 The Promoter' rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 7.3 above shall be as follows:

(a) Upon occurrence of event of default mentioned in Clause 7.3(a) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate, for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in the Agreement.

(b) Upon occurrence of event of default mentioned in Clause 7.3(b) the Promoter may opt to cancel the allotment by terminating this Agreement, provided that the Promoter shall give notice of 15 days in writing to the Allottee(s) intimating the specific breach to the Allottee(s) for rectification of the breach within notice period and of his intention to terminate the Agreement and to forfeit the amounts as per Clause 7.5 in case the Allottee(s) fails to rectify the breach within the notice period. If the Promoter does not opt to terminate, the consequences mentioned in Clause 7.4(a) shall continue till the Promoter exercises the option to terminate.

(c) Upon occurrence of event of default mentioned in Clause 7.3(c), (d), (e) and (f), the Promoter shall have the option to terminate this Agreement provided that the Promoter shall give notice of 15 days in writing to the Allottee(s) intimating the specific breach to the Allottee(s) for rectification of the breach within notice period and of his intention to terminate the Agreement and to forfeit the amounts as per Clause 7.5 in case the Allottee(s) fails to rectify the breach within the notice period; Further in case of event of default under Clause 7.3(c), till the time Promoter exercise the option to terminate this Agreement it shall be entitled to: (1) recover interest as per Clause 7.4(a); and (2) recover Maintenance Charges and Outgoings from the Possession Date along-with interest at Interest Rate; and (3) recover holding/safeguarding charges @ 0.75% per month on the Total Payable Amount of the Said Shop; and (4) Taxes mentioned in Clause 4.4; and (5) withhold registration of the Conveyance Deed of the Said Shop in favour of the Allottee(s) and to refuse possession of the Said Shop to the Allottee(s) till payment of amounts mentioned Clause 7.3(c) is paid by the Allottee(s) and Allottee(s) hereby authorizes the Promoter for the same. Further in case of event of default under Clause 7.3(d), till the time Promoter exercises the option to terminate this Agreement it shall be entitled to:(1) recover Maintenance Charges and Outgoings along-with taxes thereon from the Possession Date along-with interest at Interest Rate; and (3) recover holding/ safeguarding charges @ 0.75% per month on the Total Payable Amount of the Said Shop along-with taxes thereon till the execution of Conveyance Deed and handing over of possession of the Said Shop to the Allottee.

7.5 Upon termination of this Agreement by the Promoter as per mentioned hereinabove or if, the Agreement is cancelled by the Allottee(s) at any time except as per Clause 7.2; (i) the Promoter shall be entitled to sell the Said Shop to any other person or otherwise deal with the Said Shop in any manner whatsoever and (ii) the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) within 45 days from the date on which the said amount of refund becomes due as per Clause 7.7:

(a) The Earnest Money and amounts mentioned in Clause 7.8 and any other outstanding legal dues of the Promoter against the Allottee(s);
(b) The interest paid / payable by the Allottee(s) to the Promoter as per Clause 7.4(a) and / or 7.4(c), if applicable;
(c) The amounts (except interest) payable by the Allottee(s) to the Promoter as mentioned in Clause 7.4(c) when applicable as per Clause 7.4(c).

7.6 Notwithstanding anything contained herein more particularly in Clauses 7.1 and 7.2(b), in case the Promoter is unable to commence the development of the Project due to any reason or is unable to complete the Project for any reason or the Promoter does not receive sufficient bookings for the Project, the Promoter may opt to terminate this Agreement by giving one month prior written notice and shall be liable, subject to the condition that no default on the part of Allottee(s) as per Clause 7.3, refund all the amounts received from the Allottee(s) (except interest paid by the Allottee(s) to the Promoter and amounts mentioned in Clause 7.8) under any head whatsoever towards the purchase of the Said Shop, along with interest computed at the Interest Rate for the period commencing from the date on which the Allottee(s) paid the amount to the Promoter and ending on the date on which the Promoter refunds the said amount to the Allottee(s) within 45 days from the date on which the said amount of refund becomes due.

7.7 Subject to Clause 7.10 and subject to registration of deed/declaration of cancellation of this Agreement has been registered, the amounts to be refunded by the Promoter to the Allottee(s) in case of termination of this Agreement by the Promoter shall be deemed to be due to the Allottee(s) on the date of expiry of 15 days from the date on which the Said Shop is allotted to a new buyer.

7.8 In the event of cancellation of Agreement as aforesaid, the Promoter shall be entitled to file declaration with respect to termination and cancellation of the Agreement, before the Sub Registrar of Assurances. On the termination hereof, the Promoter shall not be liable to refund any/all amounts paid by the Allottee(s) towards TDS, service tax, GST, VAT, stamp duty, registration charges and all other taxes paid/payable up to the date of termination, however, in the event that the Allottee(s) is in a position to obtain a refund of any such amount themselves, in accordance with the provisions of law then the Promoter shall not object to the same if it does not adversely affect its interests. The Promoter will make reasonable representations to the concerned authorities for the refund of Service Tax, GST and VAT, and if any such refund is granted in such a particular case, then the same shall be refunded to the Allottee(s) after deduction of all costs, charges, expenses and taxes incurred by the Promoter

7.9 Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

7.10 Except where otherwise provided in the Act, in case the Promoter and/or the Allottee has challenged the termination of this Agreement by the other Party before any forum, Authority, arbitrator, court and/or any other dispute between the Promoter and the Allottee(s) in respect of this Agreement, the refund to be made by the Promoter to the Allottee under this Agreement, shall be due and payable only after matter/dispute is finally decided/settled by such forum, Authority, arbitrator, court or their appellate bodies.

7.11 Upon termination of this Agreement, the Allottee(s) agrees that he/ she shall not have any lien, right, title, interest, or claim in respect of the Said Shop or against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.12 The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement.

**8. CONSUMPTION OF BALANCE OR ADDITIONAL FSI**

8.1 The Allottee(s) acknowledges and agrees that he/she/it is and shall be entitled to the Said Shop only along with the expressly stated benefits as herein provided. The Allottee(s) shall not have any other right or benefit in respect of the balance or additional FSI that can be consumed and/or utilized on the Project Land as accepted and acknowledged by the Allottee(s). All benefits by way of balance and/or additional FSI, if any, or similar right, shall remain at all times with the Promoter till the time of execution of Conveyance Deed in favour of the Owners' Welfare Society and the Promoter alone, subject to Applicable Laws, shall be entitled to utilize the commercial potential of the Project Land as it deems fit and proper without any reference or recourse to the Allottee(s). After execution of the Conveyance Deed in favour of the Owners' Welfare Society, if there is any additional FSI available in respect of the Project Land, the Promoter shall have first right of refusal for development in respect of such additional FSI on the Project Land.

## 9. FACILITY MANAGEMENT AGENCY

9.1 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to appoint a facility management agency to provide the Maintenance Services (as defined hereinbelow) during and/or after the completion of the Project as may be determined by the Promoter in its sole discretion**("Facility Management Agency")** and the Allottee(s) hereby consents to the appointment of the Facility Management Agency.

9.2 The Promoter shall have the authority and discretion to negotiate with the Facility Management Agency and to enter into and execute formal agreement(s) for maintenance and management of the Common Areas and Common Facilities. The Allottee(s) undertakes to execute a tri-partite maintenance agreement, if required, to be entered into by the Allottee(s) with the Facility Management Agency and Promoter so appointed by the Promoter **("Maintenance Agreement"**).The terms of appointment, scope of duties, service charges, collection of Maintenance Charges and termination of services, etc. of the Facility Management Agency shall be governed by the Maintenance Agreement.

9.3 The Facility Management Agency so appointed by the Promoter shall have the exclusive right to manage the operation and maintenance of the Common Areas and Common Facilities which will commence from the date of obtaining part occupancy certificate of any wing/floor/part of the Commercial Complex or at such time as may be determined by the Promoter.

9.4 The cost incurred in appointing the Facility Management Agency shall be borne and paid by the Allottee(s) proportionately, as part of the Maintenance Charges referred to in Clause 9.9.

9.5 The Allottee(s) shall not raise any dispute regarding the appointment of the Facility Management Agency or towards the determination of the

Maintenance Charges referred to in Clause 9.9 by the Facility Management Agency.

9.6 The Allottee(s) agrees to abide by any or all terms, conditions, rules and/or regulations that may be imposed by the Promoter or the Facility Management Agency, including without limitation, payment of the Maintenance Charges that may become payable from time to time.

9.7 The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance or non-performance or otherwise of the services provided by the Facility Management Agency.

9.8 The Promoter has provided the Common Facilities under the Agreement on one time basis. The Promoter shall handover the the Common Areas and Common Facilities upon formation of the Owners' Welfare Society under the Applicable Laws to the Owners' Welfare Society, and the Owners' Welfare Society through the Facility Management Agency, will take care of the Common Areas and Common Facilities in the Project as contemplated in this Agreement. After the handover of Common Areas and Common Facilities to Owners' Welfare Society as per the Act, it shall be the sole responsibility of the Owners' Welfare Society/Facility Management Agency, to run and maintain the Common Areas and Common Facilities.

9.9 The Promoter/Facility Management Agency shall determine from time to time the rate and amount of annually recurring Maintenance Charges for services of maintenance of Common Areas and Common Facilities (as listed in **Schedule H** and shall be hereinafter referred to as **"Maintenance Services"**) recoverable from the Allottee(s) in Proportionate Share **("Maintenance Charges")** and. At present the Maintenance Charges shall be collected @60 Rs per sq. ft. per annum which may be increased by the Facility Management Agency from time to time on account of inflation in contributing factors or change in the nature of Maintenance Services. If at any point of time expenses incurred on account of maintenance services is in excess of amount collected and lying balance on account of Maintenance Charges, the Allottee(s) hereby agrees and undertakes to bear the cost of excess expenditure in Proportionate Share. However, the Maintenance Charges for the first year from the Possession Date shall be paid by the Allottee(s) at the time of or before execution of the Conveyance Deed of the Said Shop in favour of the Allottee(s).

9.10 In addition to the Maintenance Charges, the Allottee(s) shall also pay charges, in Proportionate Share, for major repairs and replacement services, as and when required and determined by the Facility Management Agency.

9.11 The Allottee(s) agrees that he shall be liable to pay the annual Maintenance Charges to the Facility Management Agency in advance on 10th January of every year and the charges towards major repairs and replacement services within 15 days from the date of notice in this regard from the Facility Management Agency. In the event of delay/failure to pay, the Allottee(s) shall be liable to pay interest at Interest Rate, on the overdue amount for the period of delay. However, if the default/delay continues beyond a period of 2 months, the Promoter or its assignee or the Facility Management Agency, without prejudice to its right to claim interest, shall be at liberty to discontinue/disconnect the availability or supply of the Maintenance Services to the Allottee(s), without further notice, so that those allottees of the Project who are complying with their payment obligations do not suffer on account of the default of the Allottee(s), and the continuance of the Project Amenities to the non-defaulting allottees in general is not unnecessarily disrupted. It is clarified that the Allottee(s) shall be liable for the payment of Maintenance Charges and interest thereon for the period during which on account of the default of the Allottee(s), the availability or supply of the Maintenance Services to the Allottee(s) remained discontinued/disconnected.

9.12 The Allottee(s) shall make the payment of the Maintenance Charges either by crossed cheque or demand draft or banker's cheque, payable at Surat. It is clarified that any other mode of payment shall not be accepted. In case any cheque issued by the Allottee(s) is dishonored or returned by the banker of the Allottee(s) on any grounds whatsoever, the Promoter or its assignee or the Facility Management Agency, without prejudice to its right to seek redressal under the Negotiable Instruments Act 1881, shall be entitled to a service charge of Rs. 500 or such other service charge as may be revised by the Promoter or its assignee or the Facility Management Agency from time to time in addition to the bill amount and interest for delay, if any.

9.13 The Allottee(s) shall be at liberty to enter into any agreement and/or arrangement with its tenants or licensees with regard to payment of Maintenance Charges. However, the Promoter or its assignee or the Facility Management Agency shall recognize only the Allottee(s) as the person liable or responsible for payment of Maintenance Charges. All correspondence with respect to Maintenance Charges shall be made to/by the Allottee(s) only and no correspondence from the tenants or licensees of the Allottee(s) shall be entertained.

9.14 For the maintenance of the Common Areas and Common Facilities by the Owners' Welfare Society and/or the Facility Management Agency, in particular, for the repair and maintenance of electric lines, telephone lines, etc., and/or installation of new connections of telephone, electricity, etc., the Allottee(s) and other allottees of the Retail Shop(s) in the Project shall extend full co-operation and allow the contractors or labors engaged by the Owners' Welfare Society and/or the Facility Management Agency for the maintenance work to enter into his/her/its premises, if required, with prior notification.

9.15 If permissible under applicable law, The Facility Management Agency may (i) use the terrace(s) and Common Areas and open spaces including the parapet wall for display of advertisements and sign boards/ hoarding and/or (ii) grant lease/license of any part of terrace(s) and Common Areas and open spaces including the parapet wall to any third party for advertisements and sign boards/ hoarding and/or (iii) grant on lease site for pager station, cell base station and telecom towers on the Project Land/Project/Commercial Complex or any part thereof including the terrace(s) and/or (iv) grant of license/lease to any third parties for setting up kiosks/stalls, and/or (v) collect money as parking charges from the visitors of the commercial complex and/or (vi) use the terrace of setting up of roof top restaurant, solar panel on its own or through lease to some other party. The Facility Management Agency is fully authorized to allow temporary or permanent construction or erection or installation on the exterior of the Commercial Complex and may utilize any common facility or amenity such as water, electricity etc. available in the Project for above purposes and the Allottee(s) agrees not to object or dispute the same. All revenues from such activities shall be used to for forming a maintenance reserve and amounts in such reserve shall be used for maintenance of major repairs and replacement in the Project or for maintenance of Common Areas and Common Facilities as per the discretion of the Maintenance Agency. The Promoter shall be entitled to install its logo in one or more places in or upon the Project Land/Project/Commercial Complex and the Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

9.16 All Maintenance Charges lying in balance with the Promoter, if any, at the time of appointment of the Maintenance Agency or collected by the Promoter after appointment of Facility Maintenance Agency shall be transferred to the Facility Maintenance Agency

## 10. OWNERS' WELFARE SOCIETY

10.1 Owners' Welfare Society of allottees of Retail Shop(s) in the Project shall be formed by the Promoter keeping in view the best interest of the allottees of Retail Shop(s) in the Project.

10.2 Immediately, upon the formation of the Owners' Welfare Society, the Allottee(s) undertakes to ensure that the Owners' Welfare Society shall ratify the appointment of the Facility Management Agency. The Owners' Welfare Society shall appoint the Facility Management Agency for an initial term of 5 years subject to re-appointment thereafter. During the initial term of 5 years of the appointment of the Facility Management Agency, (i) the Owners' Welfare Society may remove the Facility Management Agency (with advance written notice of 6 months) and/or modify the terms & conditions of appointment of Facility Management Agency only if such removal/termination/modification in terms and conditions of appointment of Facility Management Agency has the wrttien consent of 100% of the allottees of the Retail Shop(s) in the Project by way of resolution; and (ii) the Facility Management Company shall be entitled to end its services by giving an advance written notice of 6 months to the Owners' Welfare Society. The Allottee(s) agrees and undertakes to cause the Owners' Welfare Society to be bound by the rules and regulations that maybe framed by the Facility Management Agency and terms and conditions of appointment of Facility Management Agency.

10.3 The legal charges incurred by the Promoter for the formation of the Owners' Welfare Society including professional costs of the attorney-at-law of the Promoter in connection with formation and preparation of the rules, regulations and byelaws of the Owners' Welfare Society shall be reimbursed by the Owners' Welfare Society.

10.4 The allottees of all the Retail Shop(s) in the Project shall become the members of the Owners' Welfare Society and the Allottee shall support, abet and assist in the formation and registration of the Owners' Welfare Society.

10.5 That as and when the Common Areas and Common Facilities shall be handed over to the Owners' Welfare Society, the Owners' Welfare Society the Promoter will not be responsible for maintenance, repairs, replacements, safety, security and insurance of such Common Areas and Common Facilities, fittings, fixtures from the date of handing over of possession to the Owners' Welfare Society.

10.6 The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Owners' Welfare Society, maintenance agreement and any other agreement entered by the Owners' Welfare Society and any decisions taken by the Owners' Welfare Society as per it byelaws. The Allottee(s) shall sign and execute the application and all other documents necessary for the formation and registration of the Owners' Welfare Society including its byelaws, as forwarded by the Promoter within 7 days of presentment thereof.

10.7 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft byelaws as may be required by the Registrar of societies or other competent authority as the occasion may demand.

## 11. ALLOTTEE(S)' COVENANTS

11.1. That the Allottee(s) has entered into this Agreement with full knowledge and understanding of the nature of development and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, in this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee(s) has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.

11.2. That the ownership right in the Said Shop has been agreed to be sold to the Allottee(s) only for the specified purpose of being used as commercial unit and the Allottee(s) shall not do anything, which may or is likely to cause nuisance or annoyance to occupiers of other Retail Shop(s) in the Project or which may obstruct or prevent them from the enjoyment quietly and exclusively of their respective Retails Shops(s).

11.3. The Allottee(s) shall not use or permit to use the Said Shop to conduct any business activities, which are illegal or prohibited by law. If the Allottee(s) engages in any business activities likely to create uncultured environment in the Commercial Complex and/oris to the discomfort/dislike of the allottees of the Retail Shop(s) in the Project, then the decision of the majority of the allottees of the Retail Shop in the Project and the Owners' Welfare Society, shall be final and binding upon the Allottee(s).

11.4. The Allottee(s) hereby agrees to not to do or suffer anything to be done in or about the Said Shop which may tend to cause damages to structure/services/shaft, flooring or ceiling or any space over/below or adjacent to the Said Shop or in any manner interfere with the use thereof or of any open space, passage or amenities available for common use.

11.5. The Allottee(s) shall not store any goods of hazardous of combustible or inflammable (including gas cylinder) nature.

11.6. The Allottee(s) shall keep the Promoter indemnified against any penal action, damages or loss due to misuse of the Said Shop.

11.7. Neither the Allottee(s) nor the occupier of the Said Shop shall put up any name or sign-board, publicity or advertisement material outside the Said Shop or anywhere in the Common Area. The Allottee(s) shall be allowed to put up his name-plate at the designated space provided by the Promoter for this purpose.

11.8. The Allottee(s) shall dispose off all garbage in designated garbage disposal bins and shall follow the directions of Owners' Welfare Society in this regard.

11.9. The Allottee(s) shall keep the Said Shop and surroundings in clean, and hygienic condition.

11.10. The Allottee(s) shall not at any time demolish the structure of the Said Shop or any part thereof nor at any time make or cause to be made any additions or alterations to the Said Shop or any part thereof except as provided in this Agreement.

11.11. Internal changes in the Said Shop shall be made or allowed to be made by the Allottee(s) provided such internal changes do not affect the design or external appearance of the Commercial Complex.The Allottee(s) shall not decorate the exterior of the Said Shop.

11.12. The Allottee(s) shall not make any alterations in any elevations and outside color scheme of the exposed walls, of the verandah, balconies, lounges or any external wall or both the faces of external doors and windows of the space acquired by him. The Allottee(s) shall have no right to make any new windows or opening or to make any changes in the doors, walls, windows, shutters and ventilators as may be provided in the Said Shop.

11.13. The Allottee(s) hereby agrees that he shall have no right to put or fix or store or erect any kind of thing, article or goods, or throw any rubbish in the Common Areas and Common Facilities including the common passages, corridors, projections, open compound or any other common place or space and the Promoter/Owners' Welfare Society shall be entitled to remove the same without giving any notice to the Allottee(s) and to take them in its custody at the risk and responsibility of the Allottee(s). The Allottee(s) shall be entitled to claim return of such goods, materials, packages or things from the Promoter/Owners' Welfare Society only on payment of removal/storage charges fixed by the Promoter/Owners' Welfare Society provided that such goods are claimed within reasonable period and after the expiry of a reasonable period, the Promoter/Owners' Welfare Society shall have the authority to forfeit and/or dispose-off the same without any notice or accountability to Allottee(s)and no claim of any sort whatsoever shall be made by the Allottee(s) against the Promoter in respect of such goods.

11.14. The Common Areas and Common Facilities shall be used for no purpose other than for normal transit through them.

11.15. The Allottee(s) shall use the Common Areas and Common Facilities and facilities in proper manner. The Owners' Welfare Society and/or the Facility Management Agency reserves the right to penalize the member in case of their misuse.

11.16. The Allottee(s) shall carry out day-to-day maintenance of the Said Shop and fixtures and fittings installed therein including painting, polishing of interiors of the Said Shop at its own cost.

11.17. The Allottee(s) shall be responsible for securing, if required, any telephone connection, television connection, etc. at the Said Shop through the Facility Management Agency and will be solely liable to pay the costs for installing the same to the Facility Management Agency or its assignee(s).

11.18. The parking facility in the basement of the Project is provided for the allottees of the Retail Shop(s)in the Project and shall be used by all the allotteesof the Retail Shop(s) in the Project including the Allottee(s)and also guests and visitors of the Commercial Complex.

11.19. That the Allottee(s) hereby covenants with the Promoter to pay from time to time all the amounts which the Allottee(s) is liable to pay, without delay, under this Agreement, to observe and perform all the terms and conditions contained in the Agreement and to comply with and carry out from time to time all the requirements, requisitions, orders and demands which are to be complied with under the orders of any competent legal authority in respect of any matter of the Said Shop/Commercial Complex/Project and/or use of public area and facilities and to keep the Promoter/Owners' Welfare Society and its agents and respective estates and effect, indemnified and harmless against all cost, consequences and against all losses on account of non-compliance of the said requirements, requisitions, orders and demands and/or non-observance of the conditions of this Agreement, except in so far as the same are to be reserved and performed by the Promoter.

11.20. The Allottee(s) hereby covenants to keep the Said Shop in good state and condition and maintain the periphery wall and partition walls of the Said Shop, sewers, drainage pipes, appurtenances thereto or belonging thereto in the same good tenable repaired state or condition in which it is being delivered to him and in particular so as to support, shelter and protect the Said Shop agreed to be purchased by him. The Allottee(s) shall not do or suffer to be done anything in or to the Said Shop / Commercial Complex or the staircases, common passage, corridors or the compound, which may be in violation of any laws or rules of any authority.

11.21. The Promoter shall provide to the Owners' Welfare Society as and when asked, all the drawings and diagrams pertaining to electrical wiring, air conditioning distribution lay out and fire alarm diagrams pertaining to the Said Shop and Common Areas and Common Facilities. The Allottee(s) will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities, which are connected to the main equipment/ service of the Project.

11.22. The Allottee(s) shall not sell, lease, let, sub-let, transfer, assign or part with Allottee(s)'s interest or benefit under this Agreement or part with the possession of the Said Shop except when all the amounts payable by the Allottee(s) are paid in full and the Allottee(s) is not in breach of any of the terms and conditions of this Agreement. Any sale, transfer, lease, etc. of the Said Shop after this time shall require written approval from the Owners' Welfare Society (and till such time that the Owners' Welfare Society is formed, of the Promoter) to ensure that the inherent nature of the Project is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Owners' Welfare Society. Any document for sale, transfer, lease, etc. which is entered into without obtaining written approval of the Owners' Welfare Society (and till such time that the Owners' Welfare Society is formed, of the Promoter) shall not be valid and not binding on the Promoter.

11.23. In the event the Owners' Welfare Society has been formed but there is/are Retail Shop(s) in the Project that are not sold by the Promoter, till such time that such unsold Retail Shop(s) is sold/leased, the Outgoings for such unsold Retail Shop(s) shall be payable by the Promoter as charged by the competent authorities and the Maintenance Charges shall be payable by the Promoter for such unsold Retail Shop(s) from the date of handover to the Owners' Welfare Society by the Promoter and not prior to the same.

11.24. The Allottee(s) agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other allottee(s)s of Retail Shop(s) in the Commercial Complex/Project from impeding, the ability of the Promoter or its representatives to enter into the Commercial Complex/Project (or any part thereof) for the purposes of showing any unsold Retail Shop(s) to prospective allottee(s) or brokers and/or showing the Commercial Complex/Project to investors or other third parties and/or in general for any marketing, promotional, photographic or other legitimate purpose of the Promoter. In case the Allottee(s), directly or indirectly, breaches this undertaking, he shall be liable to pay to the Promoter an amount equal to 0.5% of the Total Payable Amount of the Said Shop for every day that any such breach continues within 15 days from the receipt of a written notice from the Promoter in this regard and the Promoter shall have a lien over the Said Shop for such amount till the payment in full.

11.25. The Allottee(s) agrees and acknowledges (and the Allottee(s) shall cause the Owners' Welfare 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 Retail Shop(s) without any consent/no-objection of any nature whatsoever in this regard from the Owners' Welfare Society and without payment of any transfer fees to the Owners' Welfare Society and such allottee(s) of such unsold Retail Shop(s) shall deemed to be a member of the Owners' Welfare Society. Where consents and/or permissions may be required from the Owners' Welfare Society pursuant to Applicable Law (illustratively, for electricity), the Allottee(s) shall cause the Owners' Welfare Society to issue such consents and/or permissions forthwith on request.

## 12. PROMOTER'S COVENANTS

12.1 The Promoter shall be responsible to obtain the completion certificate from the relevant competent authority and make it available to the Owners' Welfare Society on its formation.

12.2 The Promoter or its assignee(s) shall be responsible for providing and maintaining the essential services till the taking over of maintenance of the Project and the Common Areas and Common Facilities by the Owners' Welfare Society.

12.3 The Promoter shall obtain the insurances as notified by the appropriate government, in respect of title of the Project Land and construction of the Project. On formation of the Owners' Welfare Society, all documents relating to insurances shall be handed over to the Owners' Welfare Society.

## 13. DISPUTE RESOLUTION

### 13.1 Negotiations

The Parties shall attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to this Agreement through negotiations. If the dispute has not been settled through negotiation within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute **("Dispute Notice")** then the dispute shall be referred under the provisions of the Act.

## 14. GENERAL PROVISIONS

### 14.1 Modifications

This Agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties.

### 14.2 Non-Waiver

Any failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall not impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

### 14.3 Entire Agreement

This Agreement together with the duly filled in application form along with the basic terms and conditions contained therein and the intimation letter constitute and contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and in case of any discrepancy for the purposes of interpretation, the clauses and / or Schedules of this Agreement shall have an over-riding effect.

### 14.4 Indemnification

(a) The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions / covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect or misleading and / or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under this Agreement or due to failure / delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and / or of any of the provisions of this Agreement and / or (iv) termination of this Agreement by the Allottee(s) without any default / delay on the part of the Promoter and / or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter. And / or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement and / or (vii) termination of this Agreement by the Promoter due to any default / delay on the part of the Allottee(s) and/or (viii) acts of negligence or intentional misconduct by the Allottee(s).

(b) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.

(c) The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

**14.5 Specific Performance**

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

**14.6 Co-operation**

In case any claim, demand, suit or other legal proceeding be made or instituted by any Party against any third party which arises out of any of the matters relating to the Agreement, each Party shall give the other all pertinent information possessed by such Party and reasonable assistance in the defence or other disposition thereof.

**14.7 Further Assistance**

The Parties shall, with all reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

**14.8 Relationship of Parties**

This Agreement is entered amongst the Parties on principal to principal basis.

**14.9 Severability**

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

**14.10 Notices**

All notices to be given by any Party to the other whether hereunder or otherwise shall be given in writing and signed by the Party giving it. Such notice shall be served by sending by Registered Post to the address set forth below in respect of each Party:

**A. Promoter**

**Address :**<br>
**Fax :**<br>
**E-mail :**<br>
**Attn. :**

**B. Allottee(s)**

**Address :**<br>
**Fax :**<br>
**E-mail :**<br>
**Attn. :**

It shall be duty of the Allottee(s) / subsequent allottee(s) to inform the Promoter of any change subsequent to the execution of this Agreement in the above address by registered / speed post A.D., failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee(s) as envisaged under Section 26 of the General Clause Act failing which the default shall be of the Allottee(s) and not of the Promoter.

**14.11Stamp Duty**

The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee(s).

**14.12Jurisdiction**

That the rights of obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. The Courts at Surat shall have exclusive jurisdiction.

**14.13Counterparts**

This Agreement shall be executed in 2 (Two) originals with one copy for each Party and each such counterpart shall be treated as an original as if the Parties hereto had executed the same document at the same time.

**IN WITNESS WHEREOF** the Parties hereto have set their respective hands hereunder on the day and year mentioned hereinabove.

**SIGNED AND DELIVERED** by the within named )

**M/s GRUHAM PLAZA**by the hands of its )
Authorized Signatory )
Mr.__________________________ )

**SIGNED AND DELIVERED** by the within named )
**Allottee** )
Mr./Ms./Mrs.__________________________ )

**WITNESS: -**

| | |
|---|---|
| 1. Signature:<br>Name:<br>Address: | 2. Signature:<br>Name:<br>Address: |

Schedule-A

(Description of the Project Land)

Schedule-B

(Description of the Project)

Schedule-C

(Common Areas and Common Facilities)

Schedule-D

(Development Works)

Schedule-E

(Specifications of the Said Shop)

Schedule-F

(Payment Plan)

| **Sr. No.** | **Time of Payment** | **% Of Basic Sale Consideration** | **Amount** |
|---|---|---|---|
| 1 | | [•] | [•] |
| 2 | | [•] | [•] |
| 3 | | [•] | [•] |
| | **Total** | [•] | [•] |

Schedule G

Stage wise completion plan

Schedule H

Annexure-I

(Chain of Title of

the Project Land)

Annexure-II

(Certificate of Title of the Project Land)

Annexure-III

(Registration Certificate of the Project)

Annexure-IV

(Approved Plans)