

**A Registered Deed of Earnest Money
(Without Possession)**

Party to First Part :
(Purchaser) Age :
 AADHAR CARD NO
 PAN CARD
 Hindu by religion, R/o.

Party to Second Part : CUBE INFRASTRUCTURE

(Vendors) through Partner of said partneship firm
PARTNER APURVBHAI JASHVANTLAL SANGHVI

Aged about Adult and resident address :
A/220, Siddhivinayak tower, S.G.High Way,
Makaraba, Ahmedabad

AADHAR CARD NO 4675 7078 1812

PAN CARD

A Non-Agriculture land of residential purpose bearing final Plot No. 126/1 of O. P. No. 126, T. P. Scheme No. 2B-1 of Re-Survey No. 5 (Old survey No. 4/2 *paiki* 4) (Account no. 932) situated within outskirts of Village **DHOLERA** of Taluka **DHOLERA** of District Dholera, District Sub District Ahmedabad Registration Sub-District **DHOLERA** admeasuring 20000 sq. mtrs. Which is bounded by four sides as mentioned in schedule hereunder which will be hereinafter referred to as ‘Said Land’ in this Deed of Allotment which belongs to Co-ownership and absolute possession of party to Second Part.

The plan layout for residential purpose in said plot of land has been approved/sanctioned by the Sr. Town Planner, Dholera Special Investment Regional Development Authority, Gandhinagar vide letter No. : dtd. Further a Development Permission been granted to Final Plot No. 126/1 of Original plot No. in Dholera T. P. Scheme No. 2B/1, dtd.

Thus, a land bearing survey No. 5 so converted into N. A. land is presently known as ‘NEST 63’ and in the said manner the said N. A. land came under the absolute ownership and possession of vendors and thereafter planned ‘NEST 63’

residential plot scheme and thereby entitled and enjoined upon make development thereof.

AND WHEREAS, the Promoters are entitled and enjoined upon to project plots on the project land;

AND WHEREAS, the Promoter is in possession of the project land,

AND WHEREAS, the Promoter had developed plots for residential purpose on the project land.

AND WHEREAS, the Promoter has made Project scheme under name of 'NEST 63' during first phase of project (which will be hereinafter referred to as 'NEST 63') and allotted Plot No. _____ to the Allottee.

Whereas, the promoter had registered the said project vide RERA No. : _____ from Real Estate Regulatory Authority, Gandhinagar under the provisions of the Act; and certified copy of which is attached in Annexure 'B';

AND WHEREAS, by virtue of Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Plots so projected on said project land and to enter into Agreement/s with the allottee(s)/s of the Plots to receive the sale consideration in respect thereof;

AND WHEREAS, on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of titles relating to project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred

to as "the said Act") and the Rules and Regulations made thereunder and the Allottee is satisfied in respect of the same;

AND WHEREAS, the certified copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, certified copies of Property card or extract of Village Forms 6 and 7/12 or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Plots are developed, have been inspected by Allottee and is satisfied in respect of the same.

AND WHEREAS, the certified copies of plans of the Layout as approved by the concerned Local Authority has been inspected & verified by the Allottee.

AND WHEREAS, the certified copies of proposed plans & specification of plot so obtained by Allottee has been enclosed herewith in Annexure 'A'.

AND WHEREAS, the Promoter has obtained some of the approvals/sanctions from the respective local authority(s) to the plans, the specifications, elevations, sections and of the said plotting scheme and shall obtain the balance approvals from various authorities from time to time, so as to obtain Scheme Completion Certificate or Occupancy Certificate of the said scheme from respective authority(s) from time to time.

AND WHEREAS, at the time of sanctioning 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 upon due observance and performance of which, the completion or occupancy certificate in respect of the said plot/s shall be granted by the concerned local authority/Architect.

And whereas, the promoter had commenced development of said scheme and proposed said plots.

AND WHEREAS, the allottee had applied to the Promoter/developer to allot Plot Number ____ in Phase ____ of said project.

AND WHEREAS, the carpet area of the said Plot is ____ square meters/square feet and "carpet area" means the net usable floor area of the Plot, excluding area covered by external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partitions of the Plot.

AND WHEREAS, both 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 deed and all applicable laws, are now desire to enter into this deed/agreement on the following terms and conditions :-

AND WHEREAS, prior to the execution of this agreement, the Allottee has paid to Promoter a sum of Rs (Rupees) only, being part payment of the sale consideration of the Plot agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter, under section 13 of the said Act, required to execute a written Agreement for sale of said Plot with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions described in this Agreement and as mutually agreed upon by and between the both the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Plot of Plotting scheme.

Now therefore, this agreement witnessed as under and it is hereby agreed by and between the parties hereto as follows:-

1. The promoter shall develop the said scheme under name/banner of 'NEST 63' subject to prevailing rules & regulations prescribed by local authority and as per approved plan and layout on a condition that any major change /

modification in plot to be allotted to members shall subject to their written consent, except any essential change/ alteration executed on account of local authority rules & regulation.

1-A Out of total plots on said scheme, the plot No. _____ admeasuring _____ sq.mtrs. / sft. (_____ sq. mtrs.) (Super builtup), which will hereinafter refer to as Said Plot which is sold by execution of these presents for a sale consideration of Rs. _____ (Rupees _____ only) which is proportionate to share of all common rights, proviliges, amenities and facilities thereof and all such common area & amenities, boundaries are disclosed in detailed in the second schedule hereunder. The promoter members do hereby agree to sale and the allottee member agreed to purchase the same.

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 :-

- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the water pumps, electrical fittings, 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 Project is located.
- iii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Plot to the Allottee on or after Possession.

- 1-D The total sale consideration so mentioned herein above does not cover/include taxes till the date of possession of plot (which includes GST, Value Added Tax, Service Tax & cess and other charges payable by Promoter in respect of development of said project), which shall be borne/paid by the allottee members in the proportion finalized by the promoters of scheme.
- 1-E The aforesaid consideration does not include any increase, except any development charge payable to respective officer and / or charged levied by the competent authority / local body / govt. from time to time or any increase in such charge. The promoter do hereby agree, confirm, convey & assure that allottee members any additional demand of surplus development charge, expense or tax, the same must be enclosed with such GR/ Notification / Rules / Regulation thereof so published which will be applicable to balance payment only.
- 1-F The promoter may allow a special rebate @3% per annum for such period where an installment is paid in advance before its due date by the allottee member by an allotment based on independent regulation and such rate of rebate will subject to revise/withdraw by the promoter.
- 1-G After the completion of Development of plotting scheme and after obtaining the Possession Certificate from Competent Authority, the allottee members shall disclose the details of changes / modifications so made, subject to 3% margin alteration and final carpet area must be disclosed accordingly. After validated by the promoter the total consideration for carpet area should be re-calculated and if there is a decrease in carpet area within

stipulated time period then, the promoter must return such additional amount to the allottee members with 9% interest per annum within 45 days from the date of such validation. However in case there is an increase in carpet area within stipulated time period then, the promoter should request for such additional amount from allottee members as per second milestone. All such financial transactions to be carried at the price/rate per sq. mtrs. as confirmed / agreed in Clause No.-1 (A) of Agreement.

1-H Being the allottee had authorized the promoter/ developer to settle their dues against their balance / payment in independent manner and thereby the allottee member assure unto the promoter not to make any objection / demand / directives against the promoter for such payment.

2.1 The promoter/developer do hereby agree to abide / follow all rules & regulations, understandings, time limits & prohibition orders, if any by the respective local authority at the time of approval of said plans. Further the promoter also agree to obtain Possession and/or Completion Certificate in respect of said plotting scheme from respective local authority / architect on or before handing over the possession to allottee members.

2.2 It is essential for the allottee members to obtain Completion Certificate and Possession Certificate or completion certificate (Whichever is applicable) from the promoters and Promoters are required adhere the deadlines to hand over the possession of their respective plots and common plot area to allottee members.

Likewise, the allottee members should pay their outstandings to the promoter as mentioned in above clause – 1 (C) and other liabilities, if any, on time.

3. Para is not applicable due to Plotting Scheme.

4.1 If the promoters failed to complete the project and handover the possession to allottee members within deadline period and if the allottee member do not intend to withdraw from project, then the promoter agrees to pay an interest @9% on such amount paid by the allottees for such every month of delay till the date of possession.

If, however, the allottee member found delay in payment schedule so payable to promoter, then such member hereby agreed to pay an interest @9% on balance amount from the date of payment.

4.2 If the allottee members fails (make default in) to make payment of amount payable to promoter as per sub-clause No. 4.1 under this agreement (which may includes their proportionate share or tax levied by respective authority and other charges if any), then without prejudice to their rights to recover interest thereon and if the allottee member fails to pay continuous 3 installments of due payment, the promoter may terminate this allotment agreement at his sole discretion.

Further it is also provisioned that the promoter should inform about such termination by issuing a written notice to the allottee member about such intention to terminate this agreement and of the specific breach/es of terms and conditions in respect of which intended to terminate the agreement at address via Reg.A.D. Post and at their email address with 15 days notice period. If the allottee member fails to rectify such breach of terms within the period notice, then at the end of such notice period promoter shall be entitled to terminate the agreement.

Further it is also provisioned that if agreement is terminated in the manner aforesaid, the promoter/developer shall refund to the allottee all such amount paid him by way of installment towards sale consideration of allotted plot, to the allottee member within 30 days from date of termination of agreement (subject to adjustment and recovery of any liquidated damages agreed upon or any other sum which may be payable to Promoter).

5. Para is not applicable due to plotting scheme.
6. The possession of plot should be handed over to allottee member on or before 31/03/2025. If promoter fails to deliver such possession on or before such date due to any unavoidable circumstances or otherwise refuse to deliver, then promoters are liable to return/refund all such amount so received from the beginning with interest accrued thereon as mentioned in Para 4.1 to Allottee Member.

Further it is also provisioned that Promoter should be given reasonable exemption (extention/relaxation) in aforesaid date to handover the possession of Plot, If the delay is completion of plotting scheme in on account of one or more following reasons :

1. War, Civil Commotion/Outrage or natural disaster (Act of God)
2. Any such notice, order / rule, Govt. notification and/or other public or issued by competent authority/court.

7.1 Procedure for taking possession:

After obtaining the possession certificate from Competent Authority / Architect and upon payment of total consideration from Allottee Members, the promoter shall hand over the actual possession of such plot to allottee members

within 3 months from date of notice under this agreement. However, if in case promoter fails to deliver any commitments, formalities on his part, he shall be liable and assure to compensate to such extent to the allottee members. Further the allottee members agreed to pay all such maintenance charges as decided by the promoter or association of members, whichever is applicable. The actual possession of plot must be made to allottee members within 7 days from date of receipt of possession certificate of project by Promoter.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee informing that said plot is ready for use and possession.

7.3 Failure of Allottee to take Possession:

Upon receipt of a written notice from the Promoter as mentioned in clause 7.1, the Allottee shall take possession of the plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plot to allottee.

In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Para is not applicable due to Plotting Scheme.

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

9. The Allottee along with other members of association of scheme shall join in forming and registering the Society or Association or a Limited Company to be known by such name

as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Ltd. Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common association of Allottee. No objection shall be taken by the Allottee if any; changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 The promoter shall issue 15 days advance written notice to the Allottee that the plot is ready for use and possession, the Allottee shall be liable to bear and pay his proportionate share (i.e. in proportion to the carpet area of the plot) of outgoings in respect of the project land namely local taxes, betterment charges or such other levies by the respective local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, guards/securities, sweepers and other expenses necessary and incidental to the

management and maintenance of the project land. Until Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____ per month towards such expenses. The amounts so paid by the Allottee to the Promoter shall be interest free and remain with the Promoter until it is transferred to the society or the association or the limited company as aforesaid.

10. In addition to the amount mentioned in the agreement to be paid by the Allottee, the Allottee shall, on or before delivery of possession of the said plot shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.
11. The Allottee has to pay a sum of Rs. _____ to the Promoter to meet all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Promoter for formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of lease.

12. At the time of registration of Plotting Scheme or conveyance deed of plotting scheme or reg. of Lease deed, the Allottee has to pay his share of stamp duty and registration charges payable by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of said plot to the promoter. Further, at the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the promoter, his share of stamp duty and registration charges so payable by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of said plot to be executed in favour of the Apex Body /Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to Allottee as follows:

1. The Promoter has clear and marketable title with respect to the project land; as declared in the title report attached to this agreement and has requisite rights to carry out development upon the project land and has actual, physical and vacant possession of project land for the implementation of the Project;
2. The Promoter has lawful rights and requisite approvals from competent Authorities to carry out development of the said Project and shall obtain requisite approvals from to complete

the development of the project time to time.

3. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
4. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
5. All such approvals, licenses and permits so issued by the competent authorities in respect to said Project, project land and plotting scheme are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, where project land shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, plotting scheme and common areas.
6. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
7. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said plotting scheme which will, in any manner, affect the rights of Allottee under this Agreement;

8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said plotting scheme to the Allottee in the manner contemplated in this Agreement.
9. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area of the Structure to the Association of the Allottees.
10. The Promoter has already paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
11. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the plot may come, hereby covenants with the Promoter as follows :-
 - i. To maintain the plot at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of plot is taken and shall not do or suffer to be

done anything in the plot is situated which may be against the rules, regulations or by-laws or change/alter or make addition in plot itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Plot any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure the Plot or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the Plot, including entrances of the plotting scheme in which the Plot is situated and in case any damage is caused to Plot on account of negligence or default of Allottee in this behalf, the Allottee shall be liable for the consequences of breach.
 - iii. To carry out at his own cost all internal repairs to the said Plot and maintain the Plot in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in the Plot which may be contrary to the rules and regulations and by-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
4. Not to make or cause to be made any addition or

alteration of whatever nature in the Plot or any part thereof at any time, and shall keep the portion, sewers, drains and pipes in the Plot in good tenantable repair and condition.

5. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and Plot or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
6. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plot in the compound or any portion of the project land in which the Plot is situated.
7. Pay to the Promoter his share of security deposit demanded by the concerned local authority or Government or supplying water, electricity or any other service connection to the plot within fifteen days of demand by the Promoter.
8. To bear and pay all such local taxes, levies, water charges, insurance and such other levies, if any, imposed by the respective local authority and/or Government and/or other local authority, on account of change of user of the Plot by the Allottee for any purposes other than for purpose for which it is sold. The Allottee shall permit the Promoter and his surveyors / agents, workmen and others, at all reasonable times, to enter into and upon the

said plotting scheme or any part thereof to view and examine the state and condition thereof.

15. The Promoter has to keep/maintain a separate account in respect of sums received by him from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Plot and plotting scheme or any part thereof. The Allottee shall have no claim save and except in respect of the Plot hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.
17. Promoter shall not mortgage or create charge on said plot / property. After the Promoter executes this Agreement 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 plotting scheme .
18. **Binding Effects :-** Forwarding this execution to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee

signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application 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 without any interest and compensation whatsoever.

19. Entire Agreement : This Agreement, along with its schedules and annexures, constitutes entire Agreement between the Parties with respect to the subject matter hereof and supersedes any / all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said plotting scheme.

20. RIGHT TO AMEND / MODIFICATION

This Agreement may only be amended through written

consent of the Parties.

21. Provisions of this agreement applicable to allottee/
subsequent allottees:-

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of said Project shall equally be applicable to and enforceable against any subsequent Allottees of the plotting scheme, in case of a transfer, as the said obligations go along with the plotting scheme for all intents and purposes.

22. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under any Act / Rules and Regulations made thereunder or under any 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 as applicable at the time of execution of this Agreement.

23. **Method of calculation of proportionate share wherever referred in this agreement:-**

Wherever in this Agreement it is stipulated that the

Allottee has to make any payment, in common (proportionate) with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the plotting scheme to the total carpet area of all the [Plots/Plots] in the Project.

24. FURTHER ASSURANCES :-

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required 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.

25. Place of Execution :-

The execution of this Agreement shall deemed to be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

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

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A. D. and notified Email ID/ Under Certificate of Posting at their respective addresses specified below:

Name of Allottee _____

(Allottee's Address) _____

Notified Email ID: _____

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

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications

shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Resolution of Dispute-

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

31. GOVERNING LAW :-

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

APPENDIX 'A'

A Non-Agriculture land of residential purpose Plot No. 126/1 of O. P. No. 126, T. P. Scheme No. 2B-1 of Re-Survey No. 5 (Old survey No. 4/2 paiki 4) (Account no. 932) situated within outskirts of Village **DHOLERA** of Taluka **DHOLERA** of District Dholera, District Sub District Ahmedabad Registration Sub-District **DHOLERA** admeasuring 20000 sq. mtrs. four sides of which are as follows :

East By : s.no. 4/2 paiki 14

West By : village khun than s.no. 14

North by : boundry of village khun

South By :s.no. 4/2 paiki 10

A Non-Agriculture land of residential purpose purpose Plot No. 126/1 of O. P. No. 126, T. P. Scheme No. 2B-1 of Re-Survey No. 5 (Old survey No. 4/2 *paiki* 4) (Account no. 932) situated within outskirts of Village **DHOLERA** of Taluka **DHOLERA** of District Dholera, District Sub District Ahmedabad Registration Sub-District **DHOLERA** admeasuring 20000 sq. mtrs. and the developed a scheme of open plots for residential purpose namely '**NEST 63**' on the said land and this deed of allotment belongs to a property of **Sub-Plot No.** admeasuring **.....** sq.mtrs. out of open plots of scheme with undivided share of **.....** sq. mts. having **.....** Sq.Mtrs. super built up construction on the same.

four sides of which are as follows:

East By :

West By :

North by :

South By :

APPENDIX 'B'

Description of common area and amenities :

- Cement Road
- Street Light
- Water course etc.

ANNEXURE – A

(Certified copies of the plans and specifications of the Plot agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE –B

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

Thus in the aforesaid manner we, the party to second part, i.e. Sellers have executed this registered deed of Earnest Money (without possession) as above, which we have executed after reading and comprehending, whole-heartedly, by smartness, in healthy condition, without being intoxicated and any influence / pressure and at our will, which is ratified by us, the second party and our heirs, successors, assignees from time to time in witness whereof we have set and subscribed our hands and seal on the date aforementioned in presence of witness whereof.

Executed as on today i.e. day of month of 2022 Year at Ahmedabad.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Vendors:

CUBE INFRASTRUCTURE
through Partner of said partneship firm
PARTNER APURVBHAI JASHVANTLAL
SANGHVI

In presence of witnesses:

(1) _____

(2) _____

1.

Schedule U/s. 32 of Registration Act-32

Name & Signature of Seller	Photo	L. H. Thumb Impression
CUBE INFRASTRUCTURE through Partner of said partneship firm PARTNER APURVBHAI JASHVANTLAL SANGHVI		
Name & Signature of Purchaser	Photo	L. H. Thumb Impression