

:: AGREEMENT FOR SALE ::
(Without possession)

This Agreement made at Surat this day of in the year Two Thousand and Twenty One between

M/s.Siddhi Vinayak Enterprise (A Partnership Firm) partner of **SUMIT RATANLAL DARUKA** having address at Final plot no 74/1, 74/2/1, T.P. No. 29 (VESU MAGDALLA), VILLAGE - VESU, DISTRICT - SURAT hereinafter referred to as "the Promoter / Owner of the One Part

And

NAME:-

Address at:-

Pan No :-

Aadhar No :-

Email Id :-

Bank A/C No:-

Bank Name:-

IFSC Code:-

Broker If Any:-

Phone No:-

Hereinafter referred to as "the Allottee" of the Other Part.

bearing R.S.No.365, Block No.217/2 at Village-Vesu in the Registration Sub-District of Majura Surat admeasuring about 5265 sq. mts. or thereabouts more particularly described in the **First Schedule** hereunder written (hereinafter referred to as "the project land".

OR

(Give Complete Recital of the Title of the Promoter to the plot on which promoter proposes to construct and sale the Apartment)

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land;

AND WHEREAS the Vendor / lesser / Original Owner/Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct on the project the complex **"ATMOSPHERE GREEN"** more particularly described in schedule herein below.

AND WHEREAS the Allottee is offered and Apartment mentioned herein below, being constructed in the **1** phase of the said project, by the promoter.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no (.....) authenticated copy is attached in Annexure 'B'

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments 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 title relating to the project land and the plans, designs and specifications prepared by the Promoter's **Architects Messrs** 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 if satisfied in respect of the same;

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

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

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

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee has been annexed and marked as Annexure A

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

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

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment bearing Flat No..... on.....Floor in wing.....situated in the Building No..... being constructed in the 2nd phase of the said Project.

AND WHEREAS the carpet area of the said Apartment as per RERA is mentioned in schedule herein below as "**carpet area**" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs...../- (RupeesOnly)** being **part payment** of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment 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 set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

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

1. The Promoter shall construct the said buildings consisting of one basement and ground/ stilt, /floor podiums, and 14 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment mentioned in schedule herein below (hereinafter referred to as "the Apartment") for the total sale consideration of **Rs...../- excluding GST** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in

the Second Schedule annexed herewith. And with(out) internal facilities (The price of the Apartment including proportionate price of the common areas and facilities should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee balcony/verandha 1 if any having area as mentioned in schedule herein below forming part of the apartment for the consideration of.

(iii) Strictly no changes can be made in finish apartment by the promoter & no possession buyer sale deed.

(iv) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee balcony/verandha 2 if any having area as mentioned in schedule herein below forming part of the apartment for the consideration of.

(v) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee wash area balcony if any as mentioned in schedule herein below forming part of the apartment for the consideration of.

(vi) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee open terrace if any as mentioned in schedule herein below forming part of the apartment for the consideration of.

1(b) The total aggregate consideration amount for the apartment mentioned herein above from clause 1 a(i) to (vii) is thus **Rs...../-**.

1(c) 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..... (RupeesOnly)** in the following manner:-

- i.** Amount (Not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii.** Amount (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii.** Amount (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv.** Amount (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v.** Amount (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

- vi.** Amount (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii.** Amount (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii.** Balance all pending Amount at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot], which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.

1(e) The total price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification /order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments 3% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of 3 %, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/] to the Allottee receiving the occupancy certificate.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of Construction by the Promoter as provided in clause 1 (c) herein above.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1.8, i.e.9477 square meters only and Promoter has planned to utilize Floor Space Index of 21060 Square Feet by availing of TDR or FSI of 4 available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 18102.84 Square meter, i.e.3.44 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of M C L R + 2 % per annum, on the ratio of work pending, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of M C L R + 2 % per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments,

the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its option in the said building and the Apartment as are set out in Annexure 'C', annexed hereto.

5. The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of Dec 2026, If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

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

6.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 1 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

6.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

6.3 Failure of Allottee to take Possession of [Apartment/]: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment/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 [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

6.4 If within a period of five years from the date of possession over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.

7. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence He shall use the garage or parking space only for purpose of keeping or parking vehicle.

8. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation 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 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate

share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution of Rs.7 per Sq. Ft. Per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the society or the association or the limited company as aforesaid.

10. Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.

11. The Allottee shall pay to the Promoter a sum of Rs. 25000 for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges, GEB, railing, generator, water connection, drainage connection, gas payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows:

- i.** The Promoter has clear and marketable title with respect to the project land; as in this agreement and has the requisite rights to carry out development upon the project land and also has actual, possession of the project land for the implementation of the Project;
- ii.** The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii.** There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv.** 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;
- v.** All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. 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;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. 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 Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority

and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. Not to display any board as similar to harm promoter brand or similar.

15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment 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.

16. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 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 or compensation whatsoever.

17. ENTIRE AGREEMENT

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

18. RIGHT TO AMEND

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

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

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

20. SEVERABILITY

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

of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

22. 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.

23. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Surat 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 Surat

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

25. 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:

Allotees Names:-

Name :

Address at:-

Promoter Name:

SIDDHI VINAYAK ENTERPRISE, A Partnership Firm Promoter

Address:- Final plot no 74/1, 74/2/1, T.P. No. 29 (VESU MAGDALLA), VILLAGE - VESU, DISTRICT -SURAT

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post 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.

26. 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.

27. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

28. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

29. GOVERNING LAW

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

30. Sanctioned Plans and Modifications: In pursuance of such intention, the Sanctioned Plans of the Said Complex have been and shall further be sanctioned by Surat Municipal Corporation and/or UDD of Govt. of Gujarat for which allottee gives complete rights and Power for the same to the Promoter and under any circumstances, not raise any objection or hindrance thereto. The allottee had thoroughly checked on site construction, site location, his/her own apartment on real with as it condition, and had agreed to buy.

31. Financial and Other Capacity of Allottee: The undertaking of the Allottee to the Promoter that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

32. Satisfaction of Allottee: The undertaking of the Allottee to the Promoter that the Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the State Government and the Promoter, right and entitlement of the Promoter, the Sanctioned Plans, all the background papers, the right of the Promoter to enter into this Agreement, the Said Scheme (specially Internal Specification and Common Portion) and the methodology of development described above and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned above and elsewhere in this Agreement and the Allottee hereby accepts the same and shall not raise any objection with regard thereto.

33. Communication: The allottee hereby accepts all the specification and Common portion mentioned in the **annexure 2** and will not raise any objection regarding any previous communication. The allottee also accepts that they have not come across any Advertisement (Print/brochure/air etc) and/or any communication before this covenant but are thoroughly understood this covenant at time of their Purchase, on site at actual position & had agreed to buy thru apartment at the same position.

34. Common Portions Subject to Change: the mutual agreement by and between the Parties that although the Common Portions are described in the below, the said descriptions are only indicative and are not intended to bind the allottee and the Promoter in any manner. The Promoter shall, in their absolute joint discretion, be entitled to

modify or improvise upon the Common Portions and the Allottee hereby accepts the same and shall not raise any objection in this regard and/or have any claim, financial or otherwise, against the Promoter for such modification or improvisation.

36. Commencement and Validity

36.1 Date of Commencement: This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.

36.2 Validity: This Agreement shall remain in force till such time the Said Apartment and Appurtenances is completed and possession thereof is delivered to the Allottee, unless terminated in the manner mentioned in this Agreement (specially mentioned in clause 12)

37. Extra Charges: Electricity meter deposit, obtaining HT/LT electricity supply from the supply agency, transformer Charges, cabling, meter charges, Generator, Generator cabling charges, Paid up FSI charges, IC charges, sweet water & Drainage connection Charges of SMC Charges, security deposit of Gas connection, Safety Grill, Glass Railing, AC outdoor Grill, and any other not mentioned in this covenant but in actual will be charged extra. The allottee had agreed for the above charges other than the apartment amount and had agreed for the same to pay before sale deed and possession and/or within 15 days after obtaining BUC.

38. Common Expenses, Maintenance Charges & Taxes: proportionate share (**Maintenance Charges**) of the common expenses described in the **4th Schedule** below (**Common Expenses**) along with Municipal Tax, Land Revenue, surcharges, levies, cess etc. will be charged from Date of Possession Notice. It is clarified that the Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the Common Portions. Simultaneously with the payment of the last installment of the Total Price, the Allottee shall pay to the A a consolidated sum of maintenance of 3 years in advance or a lumpsum Deposit of the Said Apartment as decided by the promoter, which amount shall be utilized by the Promoter for defraying Maintenance Charges and Rates & Taxes (**Maintenance Fund**) for as long as the said amount permits. It is clarified that (1) the Said Complex may be maintained through the Facility Manager in which event all payments shall be made by the Allottee to the Facility Manager, after the Maintenance Fund is exhausted and For first 3 years apartments remaining with the promoter- maintenance of those apartments will not be charged (2) the supervision of maintenance of the Said Complex shall be handed over by the Promoter to a body of the Complex Co-Owners, which may be a syndicate, committee, body corporate, company or association under the Govt. of Gujarat (**Association**). And it will Duty of the association to maintain Common portion facilities, specially Lift, fire safety system, clean drainage system, electrical equipments and materials, water tank in good conditions, clean garbage system, rainwater dewatering system so as to not to avoid any damage to any object or person, As promoter will not remain responsible for the same if it is not maintained through professional/expert agencies.

39. Quality, Workmanship and Acceptance of Variations etc.: The decision of the Architect / interior regarding quality, workmanship and variations, modifications or alterations shall be final and binding on the Parties. The Allottee hereby consents to the variations, modifications or alterations as may be recommended by the Architect / interior and

hereby further agrees not to raise any objection to the Promoter and/or the Architect / interior making such variations, modifications or alterations.

40. No Hindrance: The Allottee shall not do any act, deed or thing whereby the construction/development work of the Said Apartment And Appurtenances and/or the Said Building and/or Said Complex is in any way hindered or impeded. The Allottee hereby accepts the above and shall not raise any objection with regard thereto.

41. Basic Duty of Allottee: The Allottee shall make all payments and perform all obligations as stipulated in this Agreement and the Allottee shall not, in any way, commit breach of the terms and conditions herein contained.

The allottee also agrees to maintain common portion and amenities provided by the promoter through professional agencies so as to maintain smooth functioning and to avoid any unwanted circumstances after fit out possession and also to check waterproofing system, structure, electrical & electrical equipment"s, plumbing fittings, HVAC system, Flower bed railings& its fittings, Exhausts & chimneys etc work thoroughly before taking possession and also continuously maintain after possession as promoter will not be responsible and liable for the above after possession, which is agreed completely by the allottee.

42. Complete Satisfaction on Possession: On the Date Of Possession, the Allottee shall be deemed to be completely satisfied with all aspects of the Said Apartment, including the carpet area and built-up area of the Said Apartment and the specification mentioned in annexure c and if any problem than should be inform to promoter in writing with 30 days of possession / sale deed / oc. And also two wheeler parking should be parked in their respective allotted parking.

43. Construction According to Specifications: subject to the other provisions of this Agreement, to construct and finish the Said Apartment in accordance with the Plans and Specifications, few variations accepted.

44. Amenities

44.1 For Complex Co-Owners: The Allottee and the Promoter have decided to provide amenities in the Said Complex, intended for use of the Complex Co- Owners. It is clarified that the decision of the Promoter as to what amenities and facilities shall be included shall be final and binding on the Allottee.

44.2 Amenities: Notwithstanding anything contained in the annexure c below, the Allottee understands and accepts that the Promoter shall have the sole right and discretion in planning the details and facilities and the same may also be varied at the sole discretion of the Promoter.

44.3 Commencement of Operation of Amenities: The Promoter reasonably expects that the Amenities shall be made operational after the entirety of the Said Complex is completed and made ready. The Allottee understands and accepts that the Completion Date of the Said Apartment has no connection and correlation with the amenities becoming operational and the Allottee shall not raise any claim or objection in this regard.

44.4 User Charge: The Allottee understands and accepts that (1) some facilities of the Amenities will be available for use free of charge by members while other facilities will be on a pay-by-use basis and (2) the

rate, schedule etc. will be determined at the time of opening of the Amenities, at the sole discretion of the Promoter.

45 Allottee to pay Maintenance Charges: Subject to the provisions of Clause 8.4.9 above, the Allottee shall pay Maintenance Charges on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) The Allottee agrees to pay Maintenance security deposit of 7% of Gross amount of apartment (2) The Allottee shall not claim any deduction or abatement in the bills relating to Maintenance Charges and Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer/the Facility Manager/the Association (upon formation). (3) Maintenance charge for unsold apartment will not be charged from the developer for 3 years after occupancy certificate.

46 Developers Charge/Lien: The Developer shall have first charge and/or lien over the said apartment and appurtenances for all amounts due and payable by the Allottee to the Developer **Provided however** if the Said Apartment and appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.

47 Allottee to Participate in the Formation of Association: The Allottee admits and accepts that the Allottee and other Complex Co-Owner Shall form the Association and the Allottee shall become a member thereof. The Allottee shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declaration and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions. Each Complex Co-Owner shall be entitled to cast a vote, irrespective of the size of his/her/its Apartment.

48 Obligations of the Allottee: The Allottee shall:

- a. **Co-operate in Management and Maintenance:** co-operate in in the management and maintenance of the said Building and the said Complex by the Development/the Facility Manager/the Association (upon formation).
- b. **Observing Rules:** observe the rule farmed from time to time by the Development/ the facility manager/the association (upon formation) for the beneficial common enjoyment of the said Building and the Said Complex.
- c. **Paying Electricity Charge:** pay for electricity and other utilities consumed in or relating to the said Apartment and Appurtenances and the Common Portions, from the Date Of Fit-Out possession.
- d. **Meter and Cabling:** be obliged to draw electric lines/wires, television cable, broadband Data cables and telephone cables to the said Apartment only through the ducts and pipes provided there for, ensuring that no inconvenience is caused to the developer or to the other Complex Co-owners. The main electric meter shall be installed only at the common meter space in the said Complex. The Allottee shall under no circumstances be entitle to affix, draw or string wires, cables or pipes from, to or

through any part or portion of the said Building and Outside walls of the said Building save in the manner indicated by the Developers/the Facility Manager/the Association (upon formation). The Developer shall endeavour to provide T.V. Cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee.

- e. **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purpose. The Allottee shall also not use or allow the said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- f. **No Alteration:** not alter, modify or in any manner change the **(1)** elevation and exterior color scheme of the Said Apartment and the said Building and **(2)** design and/or the color scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottee makes any alterations/changes, the Allottee shall compensate the Developer/The Association (upon formation) (as the case may be) as estimated by the Developer/the Association (upon formation) for restoring the same to its original state.
- g. **No Structural Alteration And Prohibited Installations:** Developer will not be responsible for Defect Liability till 60 months if any alter, modify or any manner change the structure or any civil construction or drilling, core cutting or continuous seepage/leakage of water in toilets/bathrooms/balconies in the said Apartment And Appurtenances or the Common Portions or the said Building. The Allottee shall further install such type of air-conditioner (window or split) and at such places, as be specified and prescribed by the Developer, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the said Building and no window air-conditioners will be installed by cutting open any wall.
- h. **No Sub-Division:** not sub-divide the said Apartment And Appurtenances and the Common Portions, under any circumstances.
- i. **No Changing Name:** not change/alter/modify the names of the said Building and the said Complex from that mentioned in this Agreement.
- j. **No Nuisance and Disturbance:** not use or permit to be used the said Apartment or the Common Portions or the said Parking Space, in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the said Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other person.
- k. **No Storage:** Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- l. **No Obstruction to Developer/Facility Manager/ Association:** Not obstruct the Developer/Facility Manager/Association (upon formation) in their acts relating to the Common Portions and not obstruct the Transferor and the Developer in constructing on other portions of the Said Property/Said Complex and transferring or granting rights to any person in any part of the

Said Building/the said Complex (excepting the Said Apartment and the said Parking Space, if any).

- m. **No Obstruction of Common Portions:** Not Obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- n. **No Violating Rules:** Not violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/Association (upon formation) for use of the Common Portions.
- o. **No Throwing Refuse:** Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefor.
- p. **No Injurious Activities:** Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the said Parking Space, if any and the Common Portions.
- q. **No Storing Hazardous Articles:** Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
- r. **Not Signage:** Not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Apartment/Said Building/Said Complex save at the place or places provided there for **provided that** this shall not prevent the Allotee from displaying a standardized name plate outside the main door of the Said Apartment.
- s. **Not Floor Damage:** Not keep any heavy articles or thins that are likely to damage the floors or install or operate any machine or equipment Save usual home appliances.
- t. **Not installing Generator:** Not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
- u. **No Use of Machinery:** Not install or operate any machinery or equipment except home appliances.
- v. **No Mis use of Water:** Not misuse or permit to be misused the water supply to the Said Apartment.
- w. **No Damage to Common Portions:** Not Damage to Common Portions in any manner and if such damage is caused by the Allotee and/or family members, invitees or servants of the Allotee, the Allotee shall compensate for the same.
- x. **Observe all Terms of Said Lease Deed:** observe and co-operate in the observance of and perform and co-operate in the performance of all covenants, stipulations and obligations under the said Lease Deed and the Allotee shall specifically not do or cause to be done any act, deed or things that violates covenants, stipulations and obligations under the said Lease Deed or renders the Said Lease Deed liable for termination, if being clearly understood by the Allotee that all provisions of the Said Lease Deed are binding on the Allotee.

49.No Right in Other Areas: The Allotee shall not have any right in the other portion of the said property/Said Complex and the Allotee shall not raise any dispute or make any claim with regard to the Transferor and the Developer either constructing or not constructing on the said other portion of the said Property/Said Complex.

50.Circumstance of Force Majeure: The Allotee and the Developers

shall not be held responsible for any consequences or liabilities under this Agreement if they are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the parties and unforeseen occurrences such as **(1)** acts of gods, **(2)** acts of nature, **(3)** acts of war, **(4)** fire, **(5)** insurrection, **(6)** terrorist action, **(7)** civil unrest, **(8)** riots, **(9)** non-availability or reduced availability of building materials and strike by material suppliers, transporters, contractors, workers and employees, **(10)** delay on account of receiving statutory permission, **(11)** delay in grant of electricity, water, sewerage and drainage connection or any other permissions, **(12)** any notice, order of injunction, litigation attachments etc. and **(13)** any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).

51.TERMINATION EFFECT: Upon termination of this Agreement due to any of the circumstances the Allottee shall not be entitled to claim any right, title and interest (either equitable or otherwise) over and in respect of the Said Apartment And Appurtenances and/or the Said Building and/or the Said Complex and/or the Said Property or any part or portion thereof and the Allottee shall further not be entitled to claim any charge on the Said Apartment And Appurtenances and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties. Further a penalty of 5 % will be charged from allottee on the price of apartment for termination of agreement, which allottee & his / her family members had agreed. or resell to other Party.

52.Decision of Architect Final: If any work in the Said Apartment and Appurtenances is claimed to be defective by the Allottee, the matter shall be referred to the architect and the decision of the architect shall be final and binding on the Parties.

53.Right of Possession: The right of possession of the Allottee in respect of the Said Apartment and Appurtenances shall arise only upon the Allottee fulfilling all obligations as are contained in this Agreement and only after exertion.of sale deed

54.Nomination/ transfer by Allottee with Consent: The Allottee admits and accepts that before execution and registration of transfer deed of the Said Apartment And Appurtenances, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 5% (five percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter **subject to** the covenant by the nominee that the nominee shall strictly adhere to the terms of this Agreement In favors of allottee and if allottee or any of his member forcibly take possession than the promoter had right to take over possession until full payment & irruption of sale deed.

55.Allottee Make Due Payments: The Allottee shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination. Transfer

56.Parking roof: parking roof on open space where promoter may allow /allot parking shall be kept open always for easy movement of fire tenoer or for fire noc and in future also should be kept open and no

objection can be raised for it. & Visitor parking may not be allowed inside premises.

IN WITNESS WHEREOF parties hereinabove named have set their respective hand and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

First Schedule above Referred to Description of the freehold/leasehold land and all other details.

Second Schedule above Referred to here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERES BY THE WITHIN NAMED
Promoter :
M/s.Siddhi Vinayak Enterprise (A Partnership Firm)
Through its Authorized Partner
SUMIT DARUKA
(Authorized Signatory)

In the Presence of Witnesses:

.....

.....

Schedule -I

A-Description of the Project

All that piece and parcel of the project named “ATMOSPHERE GREEN” situated at land bearing R.S.No.365, Block No.217/2, Draft T.P.S.No.75 (Vesu-Magdalla-Gaviyar-Abhva), Final Plot No.8 admeasuring about 5265 sq. mts. of village : Vesu, Sub-Dist : Majura, Dist : Surat.

Schedule -B

Description of the Flat Sold in “ATMOSPHERE GREEN” Project

Apartment/Flat No.	
Building No.	
Floor	
Carpet Area (sq. mts)	
Exclusive Balcony (sq. mts)	
Builtup Area (sq. mts)	
Undivided Share in Land	

Buyer :

Seller :

.....

.....

ANNEXURE – C

- Structure** . RCC frame Structure
- Walls** . Internal Wall
- Windows** . Frames with fully shutter & superior quality fitting
- Exterior** . Exterior Colour

Received of and from the Allottee above named the sum of Rupees/- on execution of this agreement towards Earnest Money Deposit or application fee I say received.

The Promoter/s.

SCHEDULE AS PER SECTION 32 (A) OF THE REGISTRATION ACT

Seller :
M/S. SIDDHI VINAYAK ENTERPRISE
a partnership firm, represented by its Authorized partner
Mr.SUMIT DARUKA

.....
Signature

.....
Left Hand Thumb Impression

Buyer :

.....
Signature

.....
Left Hand Thumb Impression