

THE ORCHARD
RESIDENTIAL APARTMENT NO._____/_____
AGREEMENT FOR ALLOTMENT
(WITHOUT POSSESSION)

This AGREEMENT FOR ALLOTMENT (“**Agreement**”) executed on this ____ day of _____, 2023,

By and Between

Setu Redevelopment Projects LLP, (PAN: AEPFS7179R), a Limited Liability Partnership Firm registered under the provisions of Limited Liability Partnership Act, 2008, having its principal place of business at : Setu Group, 603-606, 6th Floor, “EVENTP”, Nr. Dev Corporate Hotel, Opp. Bavarchi Restaurant, Uma Shankar Joshi Marg, Sardar Patel Nagar, Navrangpura, Ahmedabad-380009, represented by its Designated Partner :- **Mr. Dipakkumar Bhavandas Khilwani, (Aadhar No. 966952383159)**, hereinafter referred to as the "**Developer / Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include LLP, its Designated partners, executors, administrators and permitted assignees).

: 2 :

AND

Shree Vishnuniwas Co. Op. Hou. Society Ltd., a Society registered under the Gujarat Co-Operative Societies -Act, 1961 vide Reg. No. GH-3852, dtd.10.03.1970, represented by its Authorised Signatory : _____, [committee member], (Aadhar No. _____), Aged : ____ Yrs.

hereinafter referred to as the “**Land Owner**” and / or the “**Owner Society**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Society, its Chairman, Secretary, Members of Administrative Committee, Members-Share Holders, Power of Attorney Holders, executors, successors, administrators and assigns).

AND

(1) **Mrs.** _____, PAN : _____, Aadhaar No. _____, Aged : _____ Years and

(2) **Mr.** _____, PAN : _____, Aadhaar No. _____, Aged : _____ Years,

Both Hindu by Religion, Both Residing at: _____,
_____.

Hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

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

WHEREAS:

A. Portion Admeasuring 2824.27 sq. mtrs. after deducting Road Line Area being forming part of Non Agriculture land bearing Sub Plot No. 1 to 6, totally admeasuring : 2904 Sq. Mtrs. of Final Plot No. 631/1(631/A) (allotted in lieu of Revenue Old Survey No. 119/1 Paiki) of Town Planning Scheme No. 3/6, situated, lying and being at Moje Kochrab, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi). (hereinafter referred to as the “**Said Land**”).

RECITALS :

- B. Shri Vishnuniwas Co. Op. Hou. Society Ltd. is a society registered under the Co-operative Societies Act vide Serial No. GH-3852, dtd.10.03.1970, hereinafter referred to as **“THE SAID SOCIETY”**.
- C. Shri Vishnuniwas Co. Op. Hou. Society Ltd. (“The Land Owner”) Seized and possessed being the absolute Owner-occupier, the Non Agriculture land bearing Sub Plot No. 1 to 6, totally admeasuring : 2904 Sq. Mtrs. of Final Plot No. 631/1(631/A) (allotted in lieu of Revenue Old Survey No. 119/1 Paiki) of Town Planning Scheme No. 3/6, situated, lying and being at Moje Kochrab, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi) alongwith the construction of Thirty Three (33) Residential Flats.
- D. Thereafter the Owner Society allotted the Residential Flats to its members. And thereafter time by time transfers were occurred related to the flats either by way of Sale or by way of hereditaments. And the effects of such transfers were given by the Owner Society by passing resolutions and accordingly the Residential Flats of the Owner Society belonged to the below referred persons being the owner-occupier and being Member-Shareholder of the Owner Society which is as under :-

<u>Sr. No.</u>	<u>Name of Member</u>	<u>Building No.</u>	<u>Flat No.</u>
1	Dimpal D/o. Nitinbhai Patel W/o. Samir Patel	1	1
2	Arunaben Mahendrabhai Shah	1	2
3	Ketanbhai Balmukund Chokshi	1	3
4	Jignaben Paragbhai Shah	1	4
5	Ketanbhai Balmukund Chokshi	1	5
6	Amee Hasit Pandya	1	6
7	Nilesh Chandravadan Mankiwala	2	1
8	Daxinaben Paresh Bhatt	2	2
9	Chitra Ashok Vora	2	3
	Ashok Surendra Vora		
10	Shrutiben Rajeshbhai Bhagat	2	4

11	Bhartiben Kishorbhai Bhatt	2	5
12	Rupaben Pareshbhai Shah	2	6
13	Alka Vasudevbhai Mehta	3	1
14	Arunaben Balmukundbhai Patel	3	2
15	Romeshchandra R. Shah	3	3
16	Padmaben D/o. Harshadray Trivedi W/o. Kirankumar Oza	4	1
17	Sohini Deepak Shah	4	2
	Falguni Mudresh Shah		
18	Divyaben Sevakumar Khilwani	4	3
19	Toral Anand Vyas	4	4
20	Ilaben Upendrabhai Mehta	4	5
21	Nupur Viresh Desai	4	6
	Vibha Viresh Desai		
22	Milind Naishadh Deewanji	5	1
23	Niruben Shaileshbhai Raval	5	2
24	Dr. Krushnakant Ramanlal Shah	5	3
25	Muskan Omkumar Khilwani	5	4
26	Nayan Girishbhai Parikh	5	5
27	Seema Prakash Jain	5	6
28	Amit Datatray Kher	6	1
	Satish Datatray Kher		
29	Sonal Deepakbhai Mehta	6	2
30	Shailesh I. Patwari	6	3
31	Dipakbhai Hariprasad Shah	6	4
32	Meena Alkesh Shah	6	5
33	Jatin L. Gandhi	6	6

- E. Thereafter all the members of the Owner Society decided to Re-develop their respective apartments/flats along with their undivided proportionate share in the land aggregating to “the Said Land”. Hence all the members of the Owner society entered into negotiation with the Developer herein M/s. Setu Redevelopment Projects LLP. Accordingly the deal was made absolute and all the Flat holders being the members and share holders unanimously granted / appointed M/s. Setu Redevelopment Projects LLP as the developer of the proposed redevelopment Scheme by passing resolution on dtd.26/12/2021. As a result of which the Owner Society executed Redevelopment Agreement (hereinafter referred to as "**the Redevelopment Agreement**") with the Developer / Promoter herein along with the confirmation of all the owners & members of The Owner Society duly

Registered in the office of Sub Register of Ahmedabad – 4 (Paldi) vide Sr. No. 12796, dtd.26/07/2022.

- F. As per the total available F.S.I., the Promoter shall be entitled to construct a Two Buildings consisting of Triple Basement, Hollow Plinth, Ground Floor to Fourteen Floors totally having Five (05) Commercial Shops, Ninety (90) Residential Apartments. Hence new Five (05) Commercial Shops & Ninety (90) Residential Apartments are to be constructed by the Promoter (after demolishing the old existing structures on the said land), out of which, the Promoter shall provide Thirty Three (33) Residential Apartments to the Thirty Three (33) existing members of the Owner Society who have entered into the Redevelopment Agreement with the Promoter and the remaining Five (05) Commercial Shops & Fifty Seven (57) Residential Apartments shall be of the sole ownership of the Promoter and the Promoter shall be entitled to allot or in any manner dispose off or transfer the Commercial Shops & Fifty Seven (57) Residential Apartments to any third parties and receive the entire consideration thereof.
- G. As per "**the Redevelopment Agreement**", the details of Thirty Three (33) Residential Apartments with Apartment Numbers, Floors and Block Number was determined which flats were agreed to be provided by the Promoter to the Thirty Three (33) existing members of the Owner Society.
- H. By virtue of the aforesaid Registered Redevelopment Agreement, the Owner Society has granted to the Promoter, Redevelopment rights which includes rights to construct building(s) thereon the said land in accordance with the terms and conditions contained in the Redevelopment Agreement;

AND WHEREAS:

- I. In pursuance of the Redevelopment Agreement, the Promoter is put in possession of the Said Land with entitlement to construct buildings thereon:
- J. The Promoter has earmarked the Said Land for the purpose of building a Commercial cum Residential Project comprising **Two (02)** Buildings (Blocks) i.e. Block "A" & Block "B". The Project is named as "**THE ORCHARD**". The said Commercial cum Residential Project is hereinafter referred to as "**the Project**"; The Project details is hereinafter referred below :

	Block “A”		Block “B”
1 st Cellar	For Parking		
2 nd Cellar			
3 rd Cellar			
Ground Floor	Five (05) Commercial Shops		-
1 st Floor to 11 th Floor	Each Floor contains Four (04) Residential Apartments (3BHK)		Each Floor contains Two (02) Residential Apartments (4BHK) & One (01) Residential Apartment (3BHK)
12 th Floor	Two (02) Residential Apartments (3BHK)	Two (02) (2BHK) Residential Apartment with (1BHK) Penthouse	
13 th Floor	-		
14 th Floor	-		
Total	Total Forty Eight (48) Residential Apartments		Total Forty Two (42) Residential Apartments
Total : Five (05) Commercial Shops			
Total : Ninety (90) Residential Apartments			

- K. The Promoter had caused the plans of the Project through its Architects and submitted the same with the concerned authorities for its approval. The Ahmedabad Municipal Corporation has thereby approved the plans submitted by the promoter and has granted the commencement certificate to develop the Project vide approval dated 01.03.2023 bearing No. BHNTI/WZ/090123/CGDCRV/A6839/R0/M1 (for Block “A+B”) and Rajachitthi No. 07546/090123/A6839/R0/M1 (for Block “A+B”) issued on the same date;
- L. Concerned Authority by its Orders No.L.N.D.S.R.3354, dtd.05.12.1969, N.A.S.R.3357 dtd.06.12.1969, L.N.D.S.R.3356 dtd.17.12.1969, L.N.D.S.R.3355 dtd.17.12.1969, L.N.D.S.R. 3427 dtd.13.03.1970, L.N.D.S.R.3428 dtd.16.03.1970 issued Residential use Non Agriculture Permission for the said land.

- M. The Hon'ble District Collector, Ahmedabad issued Revised Multipurpose Non Agriculture use Permission for portion of the said land admeasuring 500 sq. mtrs, his / her order No.: **5332/07/18/019/2022, dtd.09/09/2022;**
- N. That the Apartment Nos. A/102, A/103, B/101, B/102, A/1201 and A/1204 of the project contains Open Terrace connected to it on the same floor and the said Open Terrace is of the independent use and ownership of the Allottee/s of Apartment Nos. A/102, A/103, B/101, B/102, A/1201 and A/1204.
- O. The Apartment Nos. A/1202, A/1203 on Twelfth Floor of "A" Block of the project, are connected with Terrace on the 12th & 13th Floor. The aforesaid Two (02) Apartments connected with Terraces on 12th & 13th floor are identified as Pent House herein.
- P. The Open Terrace situated above the Residential Apartment No. A/1201 & A/1204 of Block "A" and entire Top (14th) Floor of Block "B" of 'the Project' has been kept as common terrace of all the Apartment Holders of the said Project.
- Q. The Promoter has obtained sanction/approval of the final plans for the Project from Ahmedabad Municipal Corporation and accordingly the Promoter has commenced the work of construction and Redevelopment of the Project;
- R. The Promoter has got most of the approvals from the concerned local authorities, municipal corporation and/or Government, as required by law, pertaining to the plans, the specifications, elevations, sections of the Project and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Use Permission for the Commercial cum Residential Project;
- S. While developing the Project, the Promoter has observed and performed the terms, conditions, stipulations and restrictions laid down by the concerned local authority, municipal corporation and/or Government while sanctioning/approving the lay-out plans.
- T. The Promoter has got the project registered under the provisions of the Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as "**the Act**", with the Real Estate Regulatory Authority at Gandhinagar under the

Registration No. _____, dtd. _____, The registration certificate is annexed at **Annexure-C** to this Agreement;

- U. By virtue of Redevelopment Agreement, the Promoter has the sole and exclusive right to Allot the Five (05) Commercial Shops and Fifty Seven (57) Residential Apartments of the Project (List of which is described hereinafter) except the Thirty Three (33) Residential Apartments agreed to be allotted to the existing Members of the Owner Society (List of which is described hereinafter) and to enter into agreement(s) with the allottee(s) of the Residential Apartments and to receive the consideration in respect thereof; Provided that the promoter shall sign and execute each Agreements, Deeds etc. on behalf of the Owner Society, being the Land Owner, as its Power of Attorney holder and the Promoter shall also sign and execute each Agreements, Deeds etc. in its individual capacity being the Developer of the Project.

List of the Thirty Three (33) Residential Apartments along with their respective Flat Numbers to be allotted in the project to the Thirty Three (33) existing members of the Owner Society who have entered into the Redevelopment Agreement dtd.26.07.2022 :

<u>Sr. No.</u>	<u>Name of Member</u>	<u>Flat No.</u>	<u>Floor</u>
1	Dimpal D/o. Nitinbhai Patel W/o. Samir Patel	B/402 (4BHK)	4 th Floor
2	Arunaben Mahendrabhai Shah	B/1001(3BHK)	10 th Floor
3	Ketanbhai Balmukund Chokshi	B/1303(4BHK)	13 th Floor
4	Jignaben Paragbhai Shah	B/301(3BHK)	3 rd Floor
5	Ketanbhai Balmukund Chokshi	B/1103(4BHK)	11 th Floor
6	Amee Hasit Pandya	B/1203(4BHK)	12 th Floor
7	Nilesh Chandravadan Mankiwala	B/503(4BHK)	5 th Floor
8	Daxinaben Paresh Bhatt	B/1102(4BHK)	11 th Floor
9	Chitra Ashok Vora	B/602(4BHK)	6 th Floor
	Ashok Surendra Vora		
10	Shrutiben Rajeshbhai Bhagat	B/401(3BHK)	4 th Floor
11	Bhartiben Kishorbhai Bhatt	B/303(4BHK)	3 rd Floor
12	Rupaben Pareshbhai Shah	B/501(3BHK)	5 th Floor
13	Alka Vasudevbbhai Mehta	B/603(4BHK)	6 th Floor
14	Arunaben Balmukundbhai Patel	B/703(4BHK)	7 th Floor

15	Romeshchandra R. Shah	B/903(4BHK)	9 th Floor
16	Padmaben D/o. Harshadray Trivedi W/o. Kirankumar Oza	B/502(4BHK)	5 th Floor
17	Sohini Deepak Shah	B/1003(4BHK)	10 th Floor
	Falguni Mudresh Shah		
18	Divyaben Sevakumar Khilwani	B/601(3BHK)	6 th Floor
19	Toral Anand Vyas	B/1202(4BHK)	12 th Floor
20	Ilaben Upendrabhai Mehta	B/702(4BHK)	7 th Floor
21	Nupur Viresh Desai	B/1401(3BHK)	14 th Floor
	Vibha Viresh Desai		
22	Milind Naishadh Deewanji	B/803(4BHK)	8 th Floor
23	Niruben Shaileshbhai Raval	B/802(4BHK)	8 th Floor
24	Dr. Krushnakant Ramanlal Shah	A/901(3BHK)	9 th Floor
25	Muskan Omkumar Khilwani	B/801(3BHK)	8 th Floor
26	Nayan Girishbhai Parikh	B/1002(4BHK)	10 th Floor
27	Seema Prakash Jain	B/901(3BHK)	9 th Floor
28	Amit Datatray Kher	A/601(3BHK)	6 th Floor
	Satish Datatray Kher		
29	Sonal Deepakbhai Mehta	B/1101(3BHK)	11 th Floor
30	Shailesh I. Patwari	B/902(4BHK)	9 th Floor
31	Dipakbhai Hariprasad Shah	B/701(3BHK)	7 th Floor
32	Meena Alkesh Shah	B/302(4BHK)	3 rd Floor
33	Jatin L. Gandhi	A/1101(3BHK)	11 th Floor

List of the Five (05) Commercial Shops and Fifty Seven (57) Residential Apartments along with the Shop / Flat Nos. which are in the exclusive share of the Promoter in the project and only to be allotted by the Promoter to any third parties are as under:

<u>Sr. No.</u>	<u>Shop No.</u>	<u>Floor</u>
1.	1	Ground Floor
2.	2	Ground Floor
3.	3	Ground Floor
4.	4	Ground Floor
5.	5	Ground Floor

<u>Sr. No.</u>	<u>Flat No.</u>	<u>Floor</u>
1.	A/101 (3BHK)	1 st Floor
2.	A/102 (3BHK)	1 st Floor

3.	A/103 (3BHK)	1 st Floor
4.	A/104 (3BHK)	1 st Floor
5.	A/201(3BHK)	2 nd Floor
6.	A/202 (3BHK)	2 nd Floor
7.	A/203 (3BHK)	2 nd Floor
8.	A/204 (3BHK)	2 nd Floor
9.	A/301 (3BHK)	3 rd Floor
10.	A/302 (3BHK)	3 rd Floor
11.	A/303 (3BHK)	3 rd Floor
12.	A/304 (3BHK)	3 rd Floor
13.	A/401 (3BHK)	4 th Floor
14.	A/402 (3BHK)	4 th Floor
15.	A/403 (3BHK)	4 th Floor
16.	A/404 (3BHK)	4 th Floor
17.	A/501 (3BHK)	5 th Floor
18.	A/502 (3BHK)	5 th Floor
19.	A/503 (3BHK)	5 th Floor
20.	A/504 (3BHK)	5 th Floor
21.	A/602 (3BHK)	6 th Floor
22.	A/603 (3BHK)	6 th Floor
23.	A/604 (3BHK)	6 th Floor
24.	A/701 (3BHK)	7 th Floor
25.	A/702 (3BHK)	7 th Floor
26.	A/703 (3BHK)	7 th Floor
27.	A/704 (3BHK)	7 th Floor
28.	A/801 (3BHK)	8 th Floor
29.	A/802 (3BHK)	8 th Floor
30.	A/803 (3BHK)	8 th Floor
31.	A/804 (3BHK)	8 th Floor
32.	A/902 (3BHK)	9 th Floor
33.	A/903 (3BHK)	9 th Floor
34.	A/904 (3BHK)	9 th Floor
35.	A/1001 (3BHK)	10 th Floor
36.	A/1002 (3BHK)	10 th Floor
37.	A/1003 (3BHK)	10 th Floor
38.	A/1004 (3BHK)	10 th Floor
39.	A/1102 (3BHK)	11 th Floor
40.	A/1103 (3BHK)	11 th Floor
41.	A/1104 (3BHK)	11 th Floor
42.	A/1201 (3BHK)	12 th Floor

43.	A/1202 (3BHK)	12 th & 13 th Floor
44.	A/1203 (3BHK)	12 th & 13 th Floor
45.	A/1204 (3BHK)	12 th Floor
46.	B/101 (3BHK)	1 st Floor
47.	B/102 (4BHK)	1 st Floor
48.	B/103 (4BHK)	1 st Floor
49.	B/201 (3BHK)	2 nd Floor
50.	B/202 (4BHK)	2 nd Floor
51.	B/203 (4BHK)	2 nd Floor
52.	B/403 (4BHK)	4 th Floor
53.	B/1201 (3BHK)	12 th Floor
54.	B/1301 (3BHK)	13 th Floor
55.	B/1302 (4BHK)	13 th Floor
56.	B/1402 (4BHK)	14 th Floor
57.	B/1403 (4BHK)	14 th Floor

- V. The Allottee has applied to the Promoter for allotment of **Residential Apartment No. _____/_____** of _____BHK, having RERA Carpet Area admeasuring _____ **sq. mtrs.**, alongwith _____ sq. mtrs. carpet area of exclusive Balcony & _____ sq mtrs. carpet area of Kitchen Service / Wash Area (**Built Up Area of _____ sq. mtrs.** as per the approved plans) on _____ **Floor** in the **Block “___”** of the project known as **"THE ORCHARD"** together with the proportionate right to use all the common areas and common amenities and facilities in the said Project alongwith _____ (____) allotted Open / Covered Car Parking space (hereinafter referred to as **"the Apartment"**) and more particularly described in **Schedule-A herein**. The authenticated Floor Plan of **“the Apartment” & Layout Plan** of the Project are respectively annexed as **Annexure-A & Annexure-B** to this Deed;
- W. The total RERA Carpet Area of “the Apartment” is _____ **sq. mtrs.** The "carpet area" means the net usable floor area of “the Apartment”, excluding the area covered by the external walls, areas under service shafts but includes the area covered by the internal partition walls of “the Apartment”.
- X. At the request of the Allottee, the Promoter has given inspection to the Allottee of all documents of title relating to the Said Land and the plans, designs and specifications prepared by the Promoter's Architects **M/s. _____**, and of

such other documents as are specified under the Act and Rules and Regulations made there under and the Allottee is satisfied with the same;

- Y. The authenticated copies of Certificate of Title issued by Attorney at Law or Advocate of the Promoter, Property Card, Extract of Village Forms VI, VII and XII and other relevant revenue records showing the nature of the title of the Owner Society / Promoter to the Said Land on which the Project is being constructed have also been inspected and the Allottee is satisfied in respect of the same;
- Z. The authenticated copies of plans sanctioned/approved by the local authority, Municipal Corporation and/or Government have also been inspected by the Allottee.
- AA. Prior to the execution of this Agreement, the Allottee has paid to the Promoter a sum of **Rs. _____/- (Rupees _____ only) (details of payment is mentioned hereunder in the column of Receipt)**, being part payment of the consideration of “the Apartment” agreed to be allotted by the Promoter to the Allottee as advance payment or Application Fee, the payment and receipt whereof the Promoter doth hereby admit and acknowledge.

Rs. _____/-	Rupees _____ only paid by the Allottee to the Promoter by Cheque No. _____, dtd. _____. _____. 20____ drawn on _____ Bank, Ahmedabad.
Total: Rs. _____/-	Rupees _____ Only.

*** Subject to Realization of Cheque/s.**

And the Allottee has agreed to pay to the Promoter the balance of the consideration in the manner hereinafter appearing in Schedule – B.

- BB. 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.
- CC. 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

allot and the Allottee hereby agrees to accept the allotment of the “Apartment”
alongwith _____ () Allotted Car Parking space as specified in the Schedule-A.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter hereby agrees to allot to the Allottee and the Allottee hereby agrees to accept allotment of **Residential Apartment No.** _____ of ____BHK, having RERA Carpet Area admeasuring _____ **sq. mtrs.**, alongwith _____ sq. mtrs. carpet area of exclusive Balcony & _____ sq mtrs. carpet area of Kitchen Service / Wash Area (**Built Up Area of _____ sq. mtrs.** as per the approved plans) on _____ **Floor** in the **Block “_____”** of the project known as "**THE ORCHARD**" togetherwith the proportionate right to use all the common areas and the common amenities and facilities in the said Project, as more particularly described in **Schedule-A** hereto and having floor plan as per **Annexure-A** for consideration of **Rs. _____ /-(Rupees _____ only)**; It also includes the undivided proportionate share of _____ **Sq. Mtrs.** in the land underneath the said scheme.;
- 1.2 The consideration for “the Apartment” is agreed at **Rs. _____ /-(Rupees _____ only)** (hereinafter referred to as "the **Total Price**") being the price of “the Apartment” and proportionate price of the common areas and facilities appurtenant to “the Apartment”, the nature, extent and description of the common areas and facilities. The break-up of the consideration is as under :

Apartment _____/_____ _____ Bedrooms, a Hall and a Kitchen _____ Floor RERA Carpet Area : _____ sq. ft.	No. Total	Rate of Apartment per square feet* Rs. _____. (in words Rupees _____ Only). Rs. _____/-
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	(Rupees _____ only).
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Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards “the Apartment”;
- (ii) The Total Price above excludes GST and all other Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which are applicable or which may be levied, in connection with the construction of the Project payable by the Promoter) up to the execution of this deed or date of handing over the possession of “the Apartment”, whichever is later;
- (iii) The Total Price above excludes Stamp Duty, Registration Charges, Advocate Fees; Further, all other government levies taxes & duties will be paid & borne separately by the allottee and is not included in the Total Price;
- (iv) The Total Price above excludes maintenance deposit, maintenance expenses, Extra Work Cost (if any) is to be borne by the Allottee and is not included in the Total Price.
- (v) Provided that in case there is any change / modification in the taxes levied by any Govt. or semi-govt. or local authority, the Total Price payable by the Allottee to the Promoter under this Agreement shall be increased / reduced based on such change / modification;
- (vi) The Promoter shall periodically intimate to the Allottee, the amount payable of the total price (as stated in clause (i) above) and the Allottee shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (vii) The Total Price of Apartment includes: pro rata share in the Common Areas and facilities as provided in the Agreement.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable retrospectively from the date of such implementation.
- 1.4 The Allottee has paid a sum of **Rs. _____/- (Rupees _____ only)** as booking amount/ advance amount, at the time of application, the payment and receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of “the Apartment” as per the time schedule set out in **Schedule-B** (hereinafter referred to as "the Payment Plan") and as may be demanded by the Promoter within the time and in the manner specified therein:
- 1.5 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 Building Use Permission 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 SBI (Marginal cost of Landing Rate) + 2% per annum,, 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 that 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 feet as agreed in Clause 1.2 of this Agreement.
- 1.6 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 5083.69 square meters only and Owner / Promoter has planned to utilize Floor Space Index of 2541.81 square meters by availing of FSI available on payment of premiums or FSI available and Owner / Promoter has Transit Oriented Zone Floor Space Index of 3671.55 Sq. Mtr. from concern authority 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 Owner / Promoter has disclosed the Floor Space Index of 11293.39 square meters 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 Owner / Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owner / Promoter only.

- 1.7 That the Ownership and Possession alongwith Independent Permanent Usage Rights of the Open Terraces connected to the Apartment Nos. A/102, A/103, B/101, B/102, A/1201 and A/1204 of the project contains Open Terrace connected to it on the same floor of the Project, have been given to the concerned Owners / Allottees of the concerned Apartment Nos. A/102, A/103, B/101, B/102, A/1201 and A/1204. And the Ownership and Possession alongwith Independent Permanent Usage Rights of the Open Terraces connected to the Pent House Nos. A/1202 and A/1203 on Twelfth Floor of Block “A” of the Project, have been given to the concerned Owners / Allottees of the concerned Pent Houses Nos. A/1202 and A/1203. This Open Terraces mentioned hereinabove shall exclusively be for the Independent permanent usage of concerned Owners / Allottees of Apartments / Penthouses only. Further the Terraces situated above the Top (13th) Floor of Block “A” and Top (14th) Floor of Block “B” of ‘the Project’, shall be for the common usage of the rest of the Unit / Apartment / Pent house Holders of the said scheme. It is however made clear that no Unit / Apartment / Pent House Holder or their transferees / assignees shall raise any objection against allotment of the Open Terraces as referred above to the concerned Owners / Allottees of the Apartments / Penthouses.
- 1.8.A The Promoter reserves the right to administrate the Parking Discipline and Parking Facility of the entire Project as the Promoter may deem fit at its sole discretion. And none of the Apartment Holder of the said Project or their transferees / assignees etc. will be entitled to raise any objection against such administration.
- 1.8.B That the Allottee hereby undertakes to sign all necessary undertakings, affidavits, bonds, declarations, confirmations required in the same concern as well as

regarding any of the covenants agreed under this Agreement. And all the terms and condition as well as all the bindings / undertakings of such documents signed by the Allottee shall be binding upon the transferees / assignees / successors / tenants and future owners and occupiers and users of the said Property.

1.9 Subject to Clause 10.3 the Promoter agrees and acknowledges, the Allottee shall have the right to “the Apartment” as mentioned below:

- (i) The Allottee shall have exclusive ownership of “the Apartment”;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas to the society / association of Allottees as provided in the Act;
- (iii) That the computation of the price of “the Apartment” includes proportionate recovery of all expenses incurred and amounts paid by the promoter to the Owner society as per Development Agreement, construction of [not only “the Apartment” but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.10 It is made clear by the Promoter and the Allottee agrees that “the Apartment” along with Allotted Car parking/s shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project’s facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project. Details of the Amenities are provided at Annexure-D attached herewith.

- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of “the Apartment” to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including acquisition cost of redevelopment, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring “the Apartment” to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.12 That the Owner Society will issue separate Share Certificates to the Allottee upon execution of full and final Allotment Deed of their respective Apartment. The Owner Society shall allot the Apartment to the Allottee along with the rights of membership and share certificate of the Society. However, the Allottee shall co-operate fully with the Owner Society / Promoter and shall sign all documents and necessary papers for the purposes.
- 1.13 The Allottee is aware and accepts that the Total Price of the Apartment mentioned herein above has been determined and derived at after passing on the benefit of credit of GST input available to the promoter on its entire construction cost and expenses incurred including but not limited to cost of Raw materials, finished materials, labour, consultant fees, legal fees, etc.

2. MODE OF PAYMENT

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in “Schedule B”, the Payment Plan through A/c. Payee cheque/demand draft or online payment (as applicable) in favour of ‘**M/s. Setu Redevelopment Projects LLP**’ payable at Ahmedabad.
- 2.2 The Allottee agrees to pay to the Promoter, interest at the rate of SBI (Marginal cost of Landing Rate) + 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 (as mentioned in Schedule 'B' herein) from the date the said amount is payable by the Allottee to the Promoter. Provided however that nothing contained in this clause, shall affect the right of the Promoter to terminate this Agreement, in accordance with Clause No. 10.3, on the Allottee committing default in payment on due date of the amounts so payable.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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.

5. TIME IS ESSENCE

Time is of 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 and the common areas to the Owner Society / association of the Allottees after receiving the Building Use Permission, as the case may be. 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 **Schedule-B (“Payment Plan”)**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

- 6.1 The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, Floor plan, Layout plan [annexed along with this Agreement as Annexure-A & Annexure-B] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FSI and density norms and provisions prescribed by the G.D.C.R.
- 6.2 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of “the Apartment” to the Allottee, obtain from the concerned local authority occupancy and/or Building Use Permission in respect of “the Apartment”.
- 6.3 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of “the Apartment”, as the case may be, without the previous written consent of the Allottee. Provided that the

Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

7. POSSESSION OF “THE APARTMENT”

- 7.1 **Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of “the Apartment” is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on or before ____st ____, 202___. (hereinafter referred to as "the scheduled date of possession" or the “possession date”, unless there is delay or failure due to war, civil commotion, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or act of God or any notice, order, rule, notification of the Government or competent authority/court affecting the regular construction of the project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to reasonable extension of time for delivery of possession of “the Apartment”, provided that such Force Majeure conditions are of a nature which make it impossible for the contract to be implemented.
- 7.2 The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allottee within 45 days from that date. After refund of the entire money by the promoter to the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.3 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 SBI (Marginal cost of Landing Rate) + 2% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of SBI (Marginal cost of Landing Rate) + 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.

- 7.4 Procedure for taking possession** - The Promoter, upon obtaining the Building Use Permission from the competent authority shall offer in writing / email the possession of “the Apartment” to the Allottee in terms of this Agreement, to be taken within 3 (three) months from the date of issue of such written notice and the Promoter shall give possession of “the Apartment” to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance deposit / charges as determined by the Promoter / Owner Society / association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within Seven (07) days of receiving the Building Use Permission of the Project.
- 7.5** The Allottee shall take possession of “the Apartment” within Fifteen (15) Days of the written notice from the Promoter to the Allottee intimating that “the Apartment” is ready for use and occupancy.
- 7.6 Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 7.4, the Allottee shall take possession of “the Apartment” 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” to the Allottee. In case the Allottee fails to take possession within the time period provided in clause 7.5, such Allottee shall continue to be liable to pay maintenance as well as other charges / taxes as applicable.
- 7.7 Possession by the Allottee** - After obtaining the Building Use Permission and handing over physical possession of “the Apartment” to all the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including physical possession of common areas, to the Society / association of the Allottees or the competent authority, as the case may be, as per the local laws.
- 7.8 Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his / her / its allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid by the allottee at the time of application for the allotment of the apartment. The balance amount of money paid by the Allottee shall be

returned by the Promoter without any interest, after deducting the booking amount, to the Allottee within 45 days of such cancellation.

7.9 Compensation –

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of “the Apartment” (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of “the Apartment”, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of “the Apartment”.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Owner Society has absolute, clear and marketable title with respect to the Said Land; Accordingly the Promoter has requisite rights and title to carry out Redevelopment upon the Said Land and has absolute, actual, physical and legal possession of the Said Land for the development of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out construction of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project;

- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or “the Apartment”;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and the Apartment 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 with respect to the said Land, including the Project and the said Apartment 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 allotting the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Allotment deed the Promoter shall handover lawful, vacant, peaceful, physical possession of “the Apartment” to the Allottee;
- (xi) The Promoter has duly 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;
- (xii) 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 by or served upon the Owner society / Promoter in respect of the said Land and/or the Project.

9. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

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 provisions, 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 Owner Society.
- (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.
- (viii) 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 Owner 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 Residential 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 Owner 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) Not to close or permit the closing of lounges or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls or any external walls, or both the faces of outside doors and windows, including grill of the said Apartment which in the opinion of the Promoter differs from the design and colour scheme of the Building or may affect the elevation in respect of the exterior walls of the Building. In case the Allottee shall require to put grills on the exterior part of his/her/its unit, the design of the same shall be approved by Promoter in advance but in no event the Allottee shall install any box type grills.
- (xiii) Not to subdivide the said Apartment and/or parking space, if allocated, or any portion thereof.
- (xiv) Not to do any act deed or thing to obstruct the construction and completion of the said Apartment or said Project in any manner whatsoever and notwithstanding any temporary obstruction in the Allottee's enjoyment of the said Apartment.

- (xv) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in any part of the Building including common areas etc. except in the garbage bin provided for.
- (xvi) Not to discharge into any conduiting medial any oil or grease or discharge solid or semi-solid waste into the waste and soil discharge lines or discharge any harmful effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conduiting medial or drainage of the said Project.
- (xvii) Not to cause anything to be done in or around the said Apartment which may cause or tend to cause or tantamount to cause or effect any damages to any flooring or ceiling of the said Apartment or any other portion over or below the said Apartment or adjacent to the said Apartment or in any manner interfere with the use and right and enjoyment thereof or of any open spaces, passages or amenities available for common use.
- (xviii) To be liable and responsible for direct payment of electricity and other utilities consumed in or relating to the said Apartment wholly and proportionately in relation to common parts which shall be paid by the Owner Society.
- (xix) Not to make any structural addition and/or alteration such as in beams, columns, partition walls etc. in the said Apartment except with the prior approval in writing of the Promoter and with the sanction of Ahmedabad Municipal Corporation and/or concerned authority.
- (xx) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the constructions of the Building or any part thereof.
- (xxi) Not to install any air conditioners and/or exhaust fans, save and except at such places as are provided for the same or at such places as may be designated by the Promoter.
- (xxii) Not to use the said Apartment or permit the same to be used for any purpose other than residential viz. for commercial use and for purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the Building or to the owners and occupiers of the neighboring units/premises or

for any illegal or immoral purposes or as boarding house, guest house, nursing home, amusement or entertainment center, eating or catering place, dispensary or a meeting place whatsoever. Not to use the said Apartment or any part thereof for any political meeting nor for any dangerous noxious or offensive trade or business or for holding any Lotteries Auctions or Gambling including Pool Tables and Bowling Alleys or Diagnostic Laboratory or Chamber either for a Doctor or a Nursing Home or for any other purpose.

- (xxiii) Not to use the Commercial Units of the Project or permit the same to be used for any purpose other than commercial viz. for residential use and for purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the Building or to the owners and occupiers of the neighboring units/Said Land or for any illegal or immoral purposes or as boarding house, guest house, nursing home, hospital, maternity home, operation theatre, any kind of medical activity / therapy having radiations, amusement or entertainment center, or Automobile Garage (Repairing / Maintaining Center or Vehicle Washing Center or any kind of Workshop) or a meeting place whatsoever. Not to use the Apartment / Shop or any part thereof for any political meeting nor for any dangerous noxious or offensive trade or business or for holding any Lotteries Auctions or Gambling including Pool Tables and Bowling Alleys or for any other purpose without the prior written consent of the Developer.
- (xxiv) Not to keep in the parking space, if allocated, anything other than private motor car or motorcycle and shall not raise or put up any kuccha or pucca construction thereon or part thereof and shall keep it always open as before. Dwelling or staying by any person or blocking by putting any article shall not be allowed in the car parking space or in any other common areas of the Building.
- (xxv) Not to park car, scooter or any vehicle on the pathway or open spaces of the Building or at any other place except the space allotted in writing for car / scooter or any other motor vehicle parking.
- (xxvi) Not to keep or store in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable, radio

active or explosive or which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise save as may be normal and compatible with good class Building.

(xxvii) To abide by such rules and regulation as may be made applicable by the Promoter before handing over of the maintenance charge to the Owner Society and/or adhere to the Owner Society after the hand over of the maintenance charge to it.

(xxviii) Not to change or cause to change the name of the Project- **‘THE ORCHARD’** under any circumstances.

10 EVENTS OF DEFAULTS AND CONSEQUENCES

10.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) The Promoter fails to provide ready to move in possession of “the Apartment” to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that “the Apartment” shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter’s business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

10.2 In case of Default by the Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the allotment of “the

Apartment”, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of “the Apartment”.

10.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for TWO (02) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate of 12% per annum.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond Four (04) consecutive months after the notice is served from the Promoter in this regard, the Promoter shall cancel the allotment of “the Apartment” in favour of the Allottee and refund the amounts paid to him by the Allottee after deducting the booking amount and the interest liabilities thereon and this Agreement shall thereupon stand terminated.

11. CONVEYANCE OF THE SAID APARTMENT

The Promoter, upon receipt of complete amount of the total Price of “the Apartment” under this Agreement from the Allottee, shall execute a Allotment deed and convey the title of “the Apartment” together with proportionate indivisible share in the Common Areas within 3 (three) months from the receipt of the Building Use Permission. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the allotment deed in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

12. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

- 12.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the handing over of the maintenance charge to the Owner Society.
- 12.2 As the Owner is Co-Op. Housing Society Limited registered under The Co-Operative Societies Act, 1961 vide Sr. No. GH-3852, dtd.10.03.1970, it will maintain and upkeep the Project including the common parts and elements. Accordingly the Owner Society shall also act as the Maintenance Society in which the Owner Society has allotted the Apartment to the Allottee along with the rights of membership and share certificate of the Society.
- 12.3 And the Allottee agrees to become a member of and observe the rules framed from time to time by the Promoter / Owner Society for quiet and peaceful enjoyment of the said Apartment and Project, whereby the Project remain a decent Project. And the Allottee shall proportionately be liable to and accept the payments made by the Promoter / Owner Society on account of the common expenses and other outgoing expenses with effect from the date of completion or date of possession of the Apartments whichever is earlier and Allottee shall pay to the Promoter / Owner Society, the non-refundable maintenance on proportionate basis on demand as and when required.
- 12.4 No individual / independent Allottee or group of Allottees will form any other Ad-Hoc-Committee, Holding Organization or Maintenance Society / Company nor will the Promoter/Owner Society be obliged to recognize one.
- 12.5 All Maintenance Charges, deposits, payments for common purposes, taxes and all other outgoings shall be paid to and kept with the Owner Society.
- 12.6 The Allottee shall be proportionately liable for payments of the common expenses and other outgoing expenses from the date of possession of “the Apartment”, including the rates and taxes for and/or in respect of the said Project. The Allottee shall also be liable and responsible for payment of the Municipal rates and taxes for “the Apartment” from the date of possession and pay the same to the Promoter / Owner Society as the case may be on proportionate basis on demand, till such time the mutation of individual Units are completed in government records and individual Allottees are assessed separately.

- 12.7 The Promoter / Owner Society from time to time may change, alter, add to or modify the Rules of the Maintenance and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quite and peaceful enjoyment of “the Apartment” by their respective Owners or for the mutual benefit of the Co-Owners.

13. DEFECT LIABILITY

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Owner / 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 Owner / Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Owner / Promoter shall not be liable to rectify any defect or for payment of any compensation in the following events:

- a. If the cause of any such defect is not attributable to the Owner / Promoter or are beyond the control of the Owner / Promoter; or
- b. In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- c. Owner / Promoter shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers of the supplier; or
- d. In case where guarantees and warranties are provided by the product suppliers or service vendors, the same shall be extended to the Allottee and to honour such warranties and guarantees shall be at the sole discretion of the party providing the same. Further where the manufacturer guarantee / warranty as provided by the party ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment / Building and if the annual maintenance contracts are not done / renewed by the Allottee / Maintenance Society, the Owner / Promoter shall not be responsible for any defects occurring due to the same; or

- e. If the Maintenance Society or the individual Purchaser do not adhere to maintenance schedule as prescribed by the manufacturer / Owner / Promoter.
- f. If the Allottee has defaulted in any of its representations or warranties as mentioned in this Agreement.
- g. The Allottee shall not carry out any alterations of any nature in the said Apartment which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in leakage/seepage of the water. If any of such works are carried out without the written consent of the Owner / Promoter then the defect liability automatically shall become void.
- h. Casualties / Damages due to power fluctuations / variations by Electricity Authority will not be covered by the Owner / Promoter. It is recommended to install individual stabilizer by each allottee as per their usage.

**14. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES
SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to accept the allotment of “the Apartment” on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Owner Society (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the owner society from time to time.

15. RIGHT TO ENTER “THE APARTMENT” FOR REPAIRS

The Promoter / maintenance agency /owner society shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the owner society and/or maintenance agency to enter into “the Apartment” or any part thereof,

after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

16. USAGE

16.1 The Allottee shall use “the Apartment” or any part thereof or permit the same to be used only for the lawful Residential purpose. The Allottee shall use the garage or parking space only for purpose of keeping or parking vehicle.

16.2 The Allottee shall not be entitled to grant lease / leave & license / concession / right of any other nature or type for installing of Bill Board / Microwave Antenna, Communication Tower over the roof of lift machine room / overhead water tank, stair cabin and if any such activity is found the Promoter / Owner Society shall be entitled to remove every article from the terrace without giving any opportunity and in such case neither the member nor the transferee / assignee / allottee shall be entitled to claim any damages / compensation for any damages may occurred during removal of all the articles from the terrace.

16.3 Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within “**THE ORCHARD**”, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment’s etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Owner Society for rendering maintenance services.

17. GENERAL COMPLIANCE WITH RESPECT TO “THE APARTMENT”:
Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain “the Apartment” at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or “the Apartment”, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to “the Apartment” and keep “the Apartment”, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the

Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in “the Apartment” or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of “the Apartment”. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Owner society / association of Allottees and/or maintenance agency appointed by Owner society / association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of “the Apartment”/ at his/ her own cost.

19. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the “Apartment” and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in

force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such “Apartment”.

21. FLAT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of THE GUJARAT OWNERSHIP FLATS ACT, 1973. The Promoter showing compliance of various laws/regulations as applicable in THE GUJARAT OWNERSHIP FLATS ACT, 1973.

22. 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 30(thirty) 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.

23. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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/building, as the case may be.

24. RIGHT TO AMEND

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

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

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

26. WAIVER NOT A LIMITATION TO ENFORCE

26.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

26.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

27. 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 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.

28. 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 the proportion which the carpet area of “the Apartment” bears to the total carpet area of all “the Apartment” in the Project.

29. 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.

30. 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 Ahmedabad 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 Sub Registrar of Ahmedabad-4 (Paldi).

This Agreement is executed in accordance with the provisions of section 13 of the Act and shall be presented for registration as per provisions of the Registration Act, 1908.

31. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Allottee

Name and Address of Allottee as mentioned at the beginning of the Agreement

Promoter

Setu Redevelopment Projects LLP,

Registered Office at : Setu Group, 603-606,

6th Floor, "EVENTI", Nr. Dev Corporate Hotel,

Opp. Bavarchi Restaurant, Uma Shankar Joshi Marg,

Sardar Patel Nagar, Navrangpura, Ahmedabad-380009

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.

32. 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.

33. STAMP DUTY AND REGISTRATION:

33.1 All stamp fees, registration charges, Advocate fee and incidental expenses for and/or in relation to this Agreement and/or Conveyance / Allotment of the said Apartment in the said Project and also for any other assurances/deeds required to be made for in relation to the same, shall be borne and paid by the Allottee.

33.2 The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act.

34. 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.

35. 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, thereunder.

36. It is declared that **Mr.** _____ (Designated Partner of the Promoter) has been empowered by the said LLP to sign and execute all transfer deeds (which includes agreement for allotment, Allotment deeds etc.), thereby he has signed this Agreement for Allotment on behalf of the Promoter.

37. It is declared that **Mr. / Mrs.** _____ (Committee Member of the Owner Society) has been empowered by the said Owner Society to sign, execute and present, acknowledge and admit before Sub-Registrar all transfer deeds (which includes agreement for allotment, Allotment deeds etc.) on behalf of the Owner Society.

SCHEDULE 'A' :

Residential Apartment No. ____/____ of ____ BHK, having RERA Carpet Area admeasuring ____ **sq. mtrs.**, alongwith ____ sq. mtrs. carpet area of exclusive Balcony & ____ sq mtrs. carpet area of Kitchen Service / Wash Area (**Built Up Area of** ____ **sq. mtrs.** as per the approved plans) on ____ **Floor** in the **Block “__”** of the project known as "**THE ORCHARD**" togetherwith the undivided proportionate share of ____ **Sq. Mtr.** in the land underneath the said Project and togetherwith the permanent usage rights of ____ (____) allotted Open / Covered Car Parking space (on Ground Level or in the Basement) and also proportionate share in the common amenities and facilities in the said Project,, constructed on the **Portion** Admeasuring 2824.27 sq. mtrs. after deducting Road Line Area being forming part of Non Agriculture land bearing Sub Plot No. 1 to 6, totally admeasuring : 2904 Sq. Mtrs. of Final Plot No. 631/1(631/A) (allotted in lieu of Revenue Old Survey No. 119/1 Paiki) of Town Planning Scheme No. 3/6, situated, lying and being at Moje Kochrab, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi), and bounded and butted as under :

On the East :-

On the West :-

On the North :-

On the South :-

SCHEDULE 'B' :
(PAYMENT PLAN)

Paid Amount : Rs. _____/-

- a. Amount of not exceeding 30% of the total consideration to be paid to the Promoter after the execution of Agreement.
- b. Amount of 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.
- c. Amount of 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.
- d. Amount of 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.
- e. Amount of 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.
- f. Amount of 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.
- g. Amount of 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.
- h. Balance Amount of against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

: 44 :

ANNEXURE-A
FLOOR PLAN OF THE APARTMENT AS PRESCRIBED

: 45 :

**ANNEXURE-B
LAYOUT PLAN**

: 46 :

ANNEXURE-C

**(PHOTO COPY OF THE RERA REGISTRATION CERTIFICATE GRANTED
BY AUTHORITY UNDER GUJRERA ACT, 2016.)**

: 47 :

ANNEXURE-D
(SPECIFICATION AND AMENITIES FOR UNIT)

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on this ____ day of _____, 2023.

SIGNED SEALED AND DELIVERED]

BY THE DEVELOPER / PROMOTER:]

Setu Redevelopment Projects LLP]

represented through its Designed Partner :-]

Mr. _____] _____
] _____

SIGNED SEALED AND DELIVERED]

BY THE OWNER: _____]

Shree Vishnuniwas Co. Op. Hou. Society Ltd.]

represented by its Authorised Signatory :]

_____, [committee member]] _____
]

In the Presence of :-

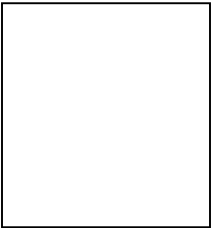
1. _____

2. _____

Schedule under sec. 32 (A) of The Registration Act :-

DEVELOPER / PROMOTER

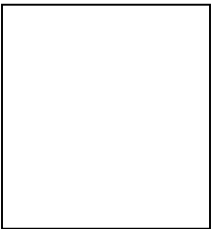
Setu Redevelopment Projects LLP
represented through its Designed Partner :-



Mr. _____

OWNER

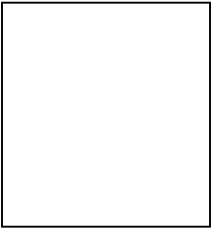
Shree Vishnuniwas Co. Op. Hou. Society Ltd.
represented by its Authorised Signatory :



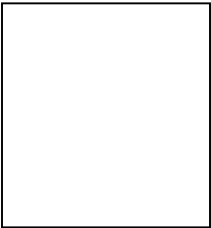
Mr. _____
[committee member]

: 50 :

ALLOTTEE



(1) _____



(2) _____