

AGREEMENT FOR TRANSFER
(WITHOUT POSSESSION)

THIS AGREEMENT FOR TRANSFER (“**this Agreement**”) is executed and signed on this _____ day of _____, 2023:

BY AND BETWEEN

BHANDARI AND SANGATH BUILDERS LLP, PAN CARD NO: _____, a Limited Liability Partnership firm registered under the Limited Liability Partnership Act, 2008, and having its registration no. **LLPIN: ABB-6526**, registered office at 7, Madhupuri Apartment, Opp. Maharshi Dayanand Park Society, Kabir Chowk, Sabarmati, Ahmedabad, Gujarat- 380005 for the sake of brevities, hereinafter referred to as the “**CO-DEVELOPER**”/ “**PROMOTER**” which is represented by its Authorised Signatory Mr. _____, having his AADHAAR CARD No: _____ (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors in interest and permitted assigns) of the **FIRST PART**

AND

Mr./Mrs. _____
PAN CARD NO: _____, AADHAAR CARD NO: _____
Aged about _____ years, Residing at: _____,

hereinafter collectively referred to as the “**Allottee/s**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) company, corporation, or limited liability partnership, its successors and permitted assigns, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner, its or their successors and permitted assigns, (iv) Hindu undivided family, the Karta and

manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the **SECOND PART**.

The Co-Developer and the Allottee/s, are hereinafter collectively referred to as “**the Parties**” and individually as a “**Party**”.

DEFINITIONS:

For the purpose of this Agreement, unless the context otherwise requires;

- a) “**Applicable Laws**” shall mean and include any applicable statutes, laws, regulation, ordinances, rules, judgments, rule of law, orders, decrees, clearance, approvals, directives, guidelines, policy, notifications, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by any statutory or regulatory authority, in effect in India as on the date of this Agreement or thereafter, and in each case, as amended from time to time;
- b) “**Common Areas and Facilities**” means the areas, amenities and facilities to be developed upon the Project Land as a part of the Project, all within the Project Land which are intended for the common use of, inter alia, the Allottee(s), purchasers, owners and occupants, from time to time of units in the Project and more particularly described in the **Third Schedule** mentioned hereto.
- c) “**Force Majeure Events**” includes any: (1) acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, or civil wars, riots, commotions disorders, strikes or lockouts, munitions of war, explosive materials, ionising radiation or

contamination by radioactivity, any kind of pandemic, any kind of epidemic and natural catastrophes, (2) hindrance, interference, or obstruction, suffered by Promoter, in relation to the Project / Project Land (defined hereinafter) or any part thereof, and/or the development of the Project Land and/or the Project, (3) claim, dispute, or litigation, which affects the Project Land or any parts thereof, and/or the Project, (4) notice, order, judgement, decree, rule, regulation, notification or directive, and/or policies of Governmental Authorities and/or terms and conditions or any Approvals, which affects the Project Land and/or the development thereof, and/or the Project, (5) prohibitory order being passed by any Governmental Authorities, which affects, or hinders, the Project Land and/or the development thereof or any part thereof, and/or the Project, (6) delay or refusal in issue of any approvals, including occupation certificate/s, as may be required in respect of the Project, and/or the towers, and/or the Common Areas and Facilities (defined hereinafter) to be issued by any Governmental Authority, and (7) non-availability, or short, or infrequent, supply, of steel, cement, other building materials, water or electric supply/connections, or drainage/sewage connections or labour, workers, TDR, etc. not due to a default by the Promoter.

WHEREAS:

- A. The Promoter is a well-known Real Estate Co-Developer who is known for its quality construction and business ethics.
- B. Gujarat International Finance Tec-City Company Limited ("GIFTCL") is developing a global financial services hub, known as GIFT City, on various land parcels, situated and lying at Taluka and District Gandhinagar, Gujarat ("GIFT City"), which will cater to India's large financial services potential by offering global firms, the world class infrastructure and facilities.
- C. The Development Plan of the GIFT City area was approved by Urban Development and Urban Housing Department, Government of Gujarat, vide Notification No. GH/V/170/2011/GIFT-102011-2523-L dated 19th October,

2011, with land earmarked for various land uses like Commercial, Residential and Institutional etc. including the infrastructure. GIFT City comprises of SEZ area and Non-SEZ area. GIFTCL (the Holding Company) is developing Non-SEZ area of GIFT City and GIFT SEZ Ltd. (a 100% Subsidiary Company of GIFTCL) is developing the SEZ area of GIFT City.

- D. For the purpose of development of the GIFT City in the manner stipulated hereinabove, the Government of Gujarat (“GoG”) vide Government Resolution Nos. JMN/222007/1966/A.1 and JGDH/1608/655/GH both dated 22nd March 2011 read with Order No. CB/JMN/Vashi. 6254 to 6270/2011 dated 15th April, 2011 of the District Collector, Gandhinagar and Government Resolution No. JMN/222007/1966/A.1 dated 7th June 2011 and Order No. CB/JMN/Vashi. 8466 to 8480/2011 dated 10th June 2011 of the District Collector, Gandhinagar, transferred land admeasuring 412 acres to GIFTCL (hereinafter referred to as the “**GIFTCL Land**” or “**SEZ Area**”) and land admeasuring 261 acres to GIFT SEZ Limited (hereinafter referred to as “**SEZ land**” or “**SEZ area**”) situated at villages in Ratanpur, Pirojpur, Shahpur and Valad, Taluka and District-Gandhinagar, Gujarat.
- E. GoG has vide amended GR No. JMN/222007/1966(PART)/A.1 dated 08th March, 2021 revised condition no. 9 of the GR, for the residential premises in GIFT City, wherein it has been provided that, first 5000 residential units can be purchased and used by any person, company or firm. This benefit will be applicable/valid for the units whose construction has started by 31.03.2023 or if the construction of 5000 units has already started, whichever is earlier.
- F. GIFT SEZ Ltd. is developing Multi Service SEZ over an area of 105.4386 Hectares (261 Acres) of land within the GIFT City area, covering processing and non-processing area, as per the provisions of the Special Economic Zone Act, 2005 (“**SEZ Act**”) & Special Economic Zones Rules, 2006 (“**SEZ Rules**”) of the Government of India.

- G. The Central Government vide its notification no. S.O. 1910 (E) dated 18th August, 2011, under sub-section (1) of Section 4 of the SEZ Act read with Rule 8 of the SEZ Rules has notified over an area of 105.4386 Hectares (261 Acres) of land at Villages- Pirojpur and Ratanpur, Taluka- Gandhinagar, District-Gandhinagar in the State of Gujarat for development, operation and maintenance, as a sector specific multi-services Special Economic Zone (hereinafter referred to as “**GIFT SEZ**”).
- H. The Government of India, Ministry of Commerce and Industry, Department of Commerce vide its letter dated 27th December 2011 has conveyed the approval for setting up of International Financial Services Centre (IFSC) in the said GIFT SEZ Area.
- I. The Central Government vide Notification No. G.S.R.5 (E) dated 2nd January, 2015, added Rule 11A in the SEZ Rules whereby the social or commercial infrastructure and other facilities are permitted to be used by both the SEZ and Domestic Tariff Area (DTA) entities in “Dual-use Non-Processing Area” in the Special Economic Zone.
- J. The Government of India, Ministry of Commerce and Industry, Department of Commerce vide its letter No. F.1/145/2007-SEZ dated 8th February, 2022, has given approval for creation of Dual use Area in the demarcated non-processing area of GIFT SEZ, under Rule 11-A of the SEZ Rules, 2006.
- K. B.U Bhandari Projects (“B.U Bhandari”) had vide letter dated 19th May, 2022 requested GIFT SEZ Ltd. for allotment of Development Rights (*as defined below*) of about 2,50,000 sq. ft. of Built-Up Area (BUA) for development of Residential building in the SEZ area of GIFT City (“**the Proposal**”). GIFT SEZ Ltd. accepted the request of B.U Bhandari and had issued a provisional letter of allotment having Ref. No. GIFTSEZ/BDM/CLIENTS/ 2022/11-01/189 dated 31st May, 2022 to B.U Bhandari Projects.
- L. Thereafter, B.U Bhandari vide its letter dated 14th July, 2022 has informed GIFT SEZ Ltd. that they intend to develop the Project (*as defined below*)

through a new entity “Bhandari and Sangath Builders LLP”, the Co-Developer herein, instead of “B.U Bhandari Projects”.

- M. Accordingly, GIFT SEZ Ltd. issued a Provisional Letter of Allotment having dated 18th July, 2022 (“**PLOA**”) in favour of the Co-Developer and agreed to grant Development Rights of minimum 2,50,000 sq. ft. in favour of the Co-Developer for development of the residential building in the Non-Processing Area of GIFT SEZ in GIFT City, on the Allotted Land (*as defined hereinbelow*) including additions, modifications, alternations and extensions thereto as may be affected by the Co-Developer from time to time, as per the plans and layouts approved and sanctioned by Competent Authority (“**Project**”).
- N. The Co-Developer has obtained the requisite approval from Board of Approval (“BoA”), Ministry of Commerce and Industry (MoCI) vide letter dated 17th August, 2022 and thereby has been granted co-Co-Developer status under the SEZ Act, for the development of the said Project on the Allotted Land.
- O. Pursuant to the said PLOA and approval from the BoA, the Co-Developer has entered into a Co-Development Agreement dated 16th September, 2022 with GIFT SEZ Ltd., for development of the said Project on the Allotted Land.
- P. By an Agreement to Lease cum Development Agreement dated 23/12/2022, duly registered with the office of the Sub-Registrar of assurances at Gandhinagar Under Serial No.55818 AND Duplicate under Serial No: _____ (hereinafter referred to as the “ATL”) the Co-Developer has been granted Development Rights for the development of the said Project on all that piece and parcel of land admeasuring 3872 Sq. Mtrs. (basement extent) or thereabout, bearing Survey No.500 (Old Survey No.262/1-P) situate, lying and being at Village Ratanpur, Taluka and District Gandhinagar- Gujarat and situated on building footprint 16C, being part of Block 16, in the Dual Use Non-Processing area of GIFT SEZ in GIFT City, Gandhinagar-Gujarat, more particularly described in [Schedule-I] hereunder written (hereinafter referred to as “the Said Land”) as delineated by boundary lines in **Annexure-B**. Further, as per the ATL, a Lease Deed granting leasehold rights to the Transferor for the said Land for a period of 99 years from the date of ATL, will be executed between GIFT SEZ Ltd. and the Co-Developer, upon completion of the said Project and grant of Occupancy Certificate by the Competent Authority.

- Q. Thereafter, based on the request of the Co-Developer vide letter dated 07th March 2023, GIFT SEZ Ltd. issued an Addendum No.1 dated 15th March 2023 to the PLOA ("**Addendum No.1**") agreeing to grant additional building extent of 171 sq. mts. and additional development rights of 56860 sq. ft. Accordingly, the building extent increased to 2350 sq. mts. and the development rights increased to 3,06,860 sq. ft.
- R. Further, based on request of the Co-Developer vide letter dated 28th March 2023, GIFT SEZ Ltd. issued an Addendum No.2 dated 05th April 2023 to the PLOA ("**Addendum No.2**") agreeing to grant additional building extent of 97 sq. mts. and additional development rights of 34724.66 sq. ft. Accordingly, the building extent increased to 2447 sq. mts. and the development rights increased to 3,41,584.66 sq. ft.
- S. Subsequently, based on request of the Co-Developer vide letter dated 17th April 2023 and based on the Development Permission, GIFT SEZ Ltd. issued an Addendum No.3 dated 25th April 2023 to the PLOA ("**Addendum No.3**") agreeing to grant additional development rights of 6143.88 sq. ft., thereby increasing the total development rights to 3,47,728.54 sq. ft. Further, GIFT SEZ Ltd. also agreed to convert 13712.69 sq. ft. of development rights from residential to commercial category.
- T. Thereafter, GIFT SEZ Ltd. has executed a Supplemental Agreement to Lease Cum Development Agreement dated _____ ("**Supplemental ATL**") in favour of the Promoter to give effect to the Addendum No.1, Addendum No.2 and Addendum No.3. The Supplemental ATL is duly registered with the office of the Sub-Registrar of Assurances, Gandhinagar vide Registration No. _____.
- U. Pursuant to the said ATL and the Addendums, the Promoter/Co-Developer herein has become entitled to design, development, construction and operation & maintenance of the residential buildings and related facilities, as may be developed by him, on the Allotted Land pursuant to the Development Rights granted under the ATL including additions, modifications, alterations and extensions thereto as may be affected by the Promoter from time to time,

as per the plans and layouts approved and sanctioned by the Competent Authority.

- V. The Town Planning officer, GIFT Urban Development Authority (hereinafter referred to as "GIFT UDA") has duly approved the layout and building plans for the development of residential cum commercial building project on the said land of 3872 sq. mtrs. under Commencement Certificate No. _____ dated _____ in accordance with the terms and conditions set out therein (hereinafter referred to as the "Commencement Certificate").
- W. For the purposes of this Agreement, Competent Authority shall mean GIFT Area Development Control Regulations ("GIFT Area DCR"), Governmental Authority, Central or State, statutory body, local authority, GIFT Urban Development Authority ("GIFT UDA"), planning authority or any authority designated as per GIFT Area DCR and/or under any enactment or rules made thereunder for approving and regulating the development of the said Project and GIFT City.
- X. The development of the GIFT City area is subject to the regulations and the terms and conditions as set out in the GIFT Area DCR, provisions of the Real Estate (Regulation and Development) Act, 2016 ("**RERA Act**" or "**Said Act**") and the Gujarat Real Estate (Regulation and Development) Rules, 2017 ("**RERA Rules**" or "**Said Rules**") and other approvals, permissions, certificates, plans, designs and specifications, approved and sanctioned by any Competent Authority including the Master Plans as in force and to be issued in future from time to time for the GIFT City area ("**Approvals**").
- Y. The Promoter has submitted the said Project for registration with the Gujarat Real Estate Regulatory Authority (RERA Authority) as per the provisions of the RERA Act, 2016 and the Gujarat RERA Rules 2017 and pursuant to the same the said Project has been registered with RERA Authority under RERA Registration No. _____ dated _____

_____. (Copy of Registration Certificate is annexed herewith at **Annexure-C**).

- Z. The Co-Developer has agreed to develop, design, finance, construct, operate and maintain the said Project for a total BUA of 3,47,728.54 Sq. Ft. in aggregate, on the Allotted Land.
- AA. In pursuance to the aforesaid Commencement Certificate and in accordance with the plans duly approved by the Town Planning Officer, GIFT Urban Development Authority, the development on the said land under the project name "Accolade" consisting of 2 Blocks (A & B) each having ____ floors, 3 basement for Parking and Services together with Common Areas and Common Amenities have been undertaken by the Promoter.
- BB. The Allottee herein has expressed his/her/their desire for purchasing a residential unit in the said _____Project, being Unit No. _____situated on the _____ floor in ____ Block of the Project.
- CC. In furtherance to the same, Promoter has furnished to the Allottee and the Allottee has read and verified the copies of the following documents:
1. Title documents including the title certificate issued by the legal advisors of the Project, relating to the Project Land;
 2. Agreement to Lease cum Development Agreement, Supplemental ATL and Addendums;
 3. Sanctioned plans and development permission issued by the concerned authority;
 4. Village Form No: 7+12 and such other documents as are specified under the Relevant Law.
- DD. The Allottee has/have themselves and through their advocates/consultants verified all details and documents and the Allottee is fully satisfied about the right, title and interest of the Co-Developer with respect to the Project Land on which the Project is being developed and regarding all the permissions obtained by the Co-Developer and in future the Allottee shall not raise any

dispute, objection in respect of the same. The Allottee has also verified the documents filed/uploaded with the RERA Authority and is agreeable and satisfied with the same.

- EE. Being satisfied with the title of the Project, Project Land and permissions so far granted by the concerned authorities, the Allottee submitted an application form ("**Application**") in order to book the above mentioned unit in his / her / their name. The Allottee has conducted a site visit and acquainted himself/ herself/ itself/ themselves with the site of the said land/unit.
- FF. Subject to the terms herein, the Co-Developer has agreed to transfer Unit No. _____, admeasuring about _____ sq.ft / _____ sq. mtrs Carpet Area as per RERA and exclusive balcony having approximate area of _____ sq.ft./ _____ sq. mtrs. and exclusive wash area of _____ sq, ft / _____ sq. mtrs, ("**Unit**"), more particularly described in the schedule annexed herewith and marked as _____ **Schedule**, together with the proportionate undivided share in the lease hold Project Land and the proportionate right to use Common Areas and Facilities appurtenant to the premises as are described in the _____ Schedule. The Allottee has checked the measurement of the areas and is satisfied with the same and has no disputes in this regard.
- GG. Under Section 13 of RERA, the Co-Developer is required to execute a written Agreement for Transfer of said Unit with the Allottee(s) and also to register said Agreement under the Registration Act, 1908.
- HH. In view of the aforesaid, the Parties are desirous of recording the terms and conditions on which the Co-Developer have agreed to transfer the said Unit to the Allottee and the Allottee has agreed to purchase the said Unit from the Co-Developer and therefore, the Parties have entered into this Agreement without possession on the terms and conditions more particularly set out herein without any prejudice to each other.

NOW THIS AGREEMENT WITNESSETH and in consideration of mutual promises and covenants, and for other good and valuable consideration, the receipt, adequacy

and legal sufficiency of which are hereby acknowledged and agreed to by the Parties, the Parties have agreed to execute these presents as under:

1. The Co-Developer hereby agrees to transfer to the Allottee and the Allottee hereby agrees to purchase from the Co-Developer the Unit No. _____ admeasuring about _____ sq.ft/ _____sq. mtrs. Carpet Area as per RERA and exclusive balcony having approximate area of _____ sq.ft./ _____sq. mtrs. and exclusive wash area of _____ sq, ft / _____ sq. mtrs. (hereinafter shown in floor plan annexed herewith) thereon together with the proportionate undivided leasehold rights in the Project Land more particularly described in the _____ Schedule to this Agreement, along with the proportionate right to use Common Areas and Facilities, more particularly described in the _____ Schedule hereunder written.
2. The Co-Developer shall provide car parking spaces for each unit within the said Project as per the provisions of the prevalent General Development Control Regulations. The allocation of Parking Space will be done based on the selection of the Allottee at the time of execution of lease deed of the Unit. To clarify, the Allottee who is executing lease deed early shall be given a priority of allocation and selection of Parking Spaces. The details of specifications of the said Property with regard to the flooring, toilet fittings, sanitary fittings, lift etc. to be provided by Promoter have been informed in details to the Allottee and the Allottee is satisfied about the specifications and amenities agreed to be provided by Promoter and undertakes that the Allottee shall not raise any objection in this respect hereafter. It is to be noted that the said specifications are subject to change due to reasons beyond the control of Promoter.
3. **CONSIDERATION AND PAYMENT TERMS**

A. Basic Consideration

The basic sale consideration with respect to the said Unit is agreed at ₹_____ (Rupees _____Only) ("**Basic Consideration**"). The Basic Consideration mentioned hereinabove is inclusive of the price for the appurtenant areas of the said Unit meant for exclusive use of the Allottee, proportionate price for right to use the Common Areas and Facilities, subject to the terms of this Agreement.

B. Other Charges

In addition to the Basic Consideration, the Allottee shall also have to make due payments of other charges in accordance with such terms as are described in schedule attached herewith and marked as _____ **Schedule** including charges towards:

- i. Lumpsum 24 months' maintenance charges for the Project, to be paid by the Allottee in advance before execution of the Transfer Deed, to the Promoter and/or such other entity to be formed for maintenance of the project towards the Allottee's share for the maintenance, operation and management of the Project including the Common Areas and Facilities ("**Society Maintenance Charges**"). The Allottee shall make such Society Maintenance Charges on a monthly basis as are decided by Promoter/such other entity as Promoter may designate/Society, as the case may be. In the event, if there is a shortfall of funds after utilization of the Society Maintenance Charges and the interest amount from the Society Maintenance Deposit (defined hereinafter), then on demand of Promoter/such other entity as Promoter may designate/Society, as the case may be, the Allottee shall make such payments towards the operation and maintenance of the Project including the Common Areas and Facilities;
- ii. Society Maintenance Deposit of ₹100/- per sq. ft. on the Super Built-Up Area, which shall be an interest free amount to be deposited with Promoter/Maintenance Society/such other entity as designate, towards securing due payment of the Society

Maintenance Charges and to meet any capital/major expenditure with respect to the maintenance, operation and management of the Project including the Common Areas and Facilities (**"Society Maintenance Deposit"**). Promoter/Maintenance Society/such other entity as designate shall be entitled to utilize the interest generated out of the Society Maintenance Deposit towards maintenance, operation and management of the Project including the Common Areas and Facilities;

- iii. stamp duty charges, registration fees, brokerage, Gujarat gas deposit, electricity meter charges, water charges and any other third-party payment attributed to said unit.
- iv. any GST, taxes, levies, charges etc. to be paid now or in future as per the applicable laws with respect to the aforementioned payments/charges etc. to be paid by the Allottee.
- v. Yearly Lease Rent of the project land on pro rata basis. To clarify lease rent of the proportionate undivided land of the unit to be paid by the Allottee to the concerned authority of GIFT CITY.
- vi. All other charges including City Level Maintenance Charges, Premium, etc., as may be demanded from time to time, by GIFTCL or GIFT SEZ Ltd.
- vii. Applicable land premium charges.

All the aforesaid charges are hereinafter collectively referred as **"Other Charges"** and agreed by the Allottee. Further, the Basic Consideration and Other Charges shall hereinafter be collectively referred to as **"Entire Consideration"**. Taxes, if any, with respect to other charges shall be borne by the Allottee. The Other Charges as mentioned hereto are indicative. The Allottee/s agrees to pay to Promoter and / or any such other entity as the case may be any incremental charges over and above the charges indicated herein.

C. Payment Schedule

- (a) The Allottee shall make payments towards the Entire Consideration in accordance with the _____ **Schedule** and as time is the essence of this Agreement, any default by the Allottee in this regard shall entitle Promoter to enforce default remedies as set out in this Agreement in addition to any other remedy available to it in law.
- (b) On or before the execution of this Agreement, the Allottee has already made payment of ₹_____/ - (**Rupees _____ Only**) vide below mentioned cheques/D.D./RTGS towards part payment of the Entire Consideration of the said Unit agreed to be transferred by Promoter to the Allottee as “**Earnest Money**” (the payment and receipt whereof Promoter doth hereby admit and acknowledges).

Cheque / Payment Date	Bank / Online Transfer Name	Cheque / NEFT / RTGS No.	Amount (in ₹)
Total Received Amount (subject to realization)			

- (c) The Allottee hereby covenants and represents that he/she/they shall pay the balance amount of Entire Consideration to Promoter in the following installments, time being the essence of this Agreement, in the following manner:-

Booking Amount	10%
Payable within 15 days from Agreement execution date	10%
On construction of foundation of allotted wing/block	10%
On construction of 1st floor level slab of allotted wing/block	5%
On construction of 5th floor level slab of allotted wing/block	5%
On construction of 8th floor level slab of allotted wing/block	5%
On construction of 11th floor level slab of allotted wing/block	5%
On construction of 15th floor level slab of allotted wing/block	5%
On construction of 18th floor level slab of allotted wing/block	5%
On construction of 21st floor level slab of allotted wing/block	5%

On construction of 24th floor level slab of allotted wing/block	5%
On construction of 27th floor level slab of allotted wing/block	5%
On construction of 30th floor level slab of allotted wing/block	5%
On construction of 33rd floor level slab of allotted wing/block	5%
On installation of internal flooring in the allotted unit	5%
On installation of doors and windows in the allotted unit	5%
On offer of possession	5% Plus, other charges

(b) Exclusive of Taxes

The Basic Consideration and the charges as mentioned in _____ Schedule are exclusive of any taxes, levies, cesses, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, and payable in respect of the purchase of the said Unit or howsoever arising from the transaction contemplated herein to any Government/Semi Government/Local Authority. Any and all taxes like or in the nature of Goods and Services Tax (GST) or Stamp Duty, registration fees, property tax, Local Body Tax or any other tax, levy or imposts of any kind or nature (whether present or future), arising out of or in connection with the sale or transfer of the said Unit to the Allottee or the transaction contemplated herein shall be borne and paid by the Allottee or reimbursed by the Allottee within 7 days of such a demand being raised by way of an appropriate notice by Promoter to the Allottee.

(c) Escalation-Free

The Basic Consideration 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 such charges as may be levied or imposed by the competent authority Local Bodies/Government after the execution of this Agreement. Promoter agrees that while raising such a demand for such additional costs on the Allottee for any increase in the development charges, cost, or levies imposed by the competent authorities or the like, Promoter shall enclose/intimate the said notification/order/rule/regulation published/issued under which such

additional charges are being levied, along with the demand letter being issued to the Allottee.

(d) **Variation**

Promoter shall confirm the final Carpet Area of the Unit after the construction of the Unit is complete and the Occupancy Certificate is granted by the competent authority with respect to such Unit, by furnishing details of the changes, if any, in the Carpet Area, subject to a variation cap of (3%) three percent (as statutorily amended from time to time under permissible in the Act, Rules and Regulations and applicable laws and Relevant Laws at the appropriate point of time). If the variation in carpet area of Unit is more than 3% (three percent) then the Basic Consideration and Other Charges (calculated on area basis) payable for the Carpet Area shall be recalculated respectively for the changed area, upon confirmation by Promoter. If there is any reduction in the Carpet Area of more than 3% (three percent), then the Promoter shall refund the excess monies paid by the Allottee within 45 (forty-five) days from date of receipt of notice from Allottee with interest calculated at the rate of SBI MCLR+2% p.a. from the date of receipt of such excess amount from the Allottee. If there is any increase in the Carpet Area of more than 3% (three percent) of the Unit, then Promoter shall raise an appropriate demand of additional amounts to the Allottee and Allottee shall pay such additional amounts within 45 (forty-five) days of such demand.

(e) **Adjust / Appropriation**

Promoter shall be entitled to adjust/appropriate all payments, made by the Allottee, under any head(s) and in any order as Promoter may deem fit and proper against any outstanding dues of the Allottee under this Agreement.

(f) **Usage**

The Allottee shall be entitled to use the Unit as approved in sanction plan of the Project for residential use only and that the Allottee shall not do or omit to do anything which may amount to change of use / user.

(g) **Delayed Payment Interest**

In case of any delay of any payment or part thereof, due and payable under this Agreement from the Allottee, including but not limited to the installments of the Entire Consideration as per the _____ Schedule and the terms mentioned herein, then notwithstanding and/or without prejudice to the Promoter's rights of termination of this Agreement, the Allottee shall be liable to pay interest at rate of SBI MCLR+2% p.a. on all such delayed payments from the due date as specified in _____ Schedule under this Agreement till the date of actual receipt of the delayed payment. Promoter shall, under such circumstances, be entitled to withhold the delivery of possession of the Unit to the Allottee until the actual receipt of all and entire dues under this Agreement from the Allottee.

(h) **Dishonor of instruments**

If any of the payment cheques/ banker's cheque or any other payment instructions of/ by the Allottee is/ are not honored for any reason whatsoever, then the same shall be treated as default under this Agreement and the Promoter may at its option be entitled to exercise the recourse available there under and under Law Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge in addition to the interest for delayed payment. Thereafter, no cheque will be accepted, and payments shall be accepted through bank demand draft(s) only or as may be directed by Promoter.

4. COMPLETION

- (a) On or before 31/12/2028, subject to terms of this Agreement including the Force Majeure Events, Promoter shall, complete, (i) the Project and (ii) obtain Building Use Permission / occupancy certificate from the concerned Authority with respect to said Project ("**Completion Date**").
- (b) Promoter shall be entitled to any reasonable extension for handing over the possession of the Unit, if the completion of the Project in

which said Unit is situated, is delayed on account of Force Majeure Events.

- (c) In the event, if the necessary permissions / approvals / clearances etc. as may be required for handing over the possession of the Unit to the Allottee is delayed on account of any reason not attributable to the Co-Developer/Promoter including any delay from the competent authority to grant/sanction such permissions/approvals/clearances, commencement of any legal proceedings adversely affecting the procurement of such permissions/approvals/clearances etc., then Promoter shall not be held responsible for any ensuing delay in handing over of the possession of the Unit beyond the Completion Date.
- (d) If Promoter fails to complete the Project by the Completion Date, except as provided for in this Agreement including Force Majeure Events, then Promoter agrees to pay to the Allottee who continues with the allotment of the Unit, interest at the Specified Interest Rate i.e., SBI MCLR + 2 % p.a., on all the amounts paid by the Allottee, for such period of delay, till the date of handing over the possession of the Unit to the Allottee.
- (e) The Allottee shall have a right to cancel/terminate this Agreement and withdraw from the Project only if Promoter fails to complete the Project within Completion Date subject to sub-clauses [(b) and (c)] hereinabove. Upon such cancelation/termination and withdrawal by the Allottee from the Project, Promoter shall repay Basic Consideration paid by the Allottee (excluding taxes) along with interest at the Specified Interest Rate calculated from the date of receipt of such amounts respectively till the date of actual payment/refund to the Allottee. Upon refund of the said amount together with interest as stated hereinabove, the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever with respect to the Unit in

any manner whatsoever and Promoter shall be entitled to deal with or dispose of the Unit or part thereof to any person or party as Promoter may desire at its absolute discretion.

5. POSSESSION

- (a) Promoter shall deliver actual physical possession of said Unit with the keys of the Unit on or before the Completion Date i.e. 31/12/2028. Promoter within a period of 30 (thirty) days, from the procurement of the Occupancy Certificate pertaining to the Unit, shall offer in writing, possession of the Unit, to the Allottee in terms of this Agreement, subject to the payment of the Entire Consideration by the Allottee, ("**Possession Notice**"). Within 30 (thirty) days from the receipt of the Possession Notice ("**Cut Off Date**"), the Allottee shall make complete payment of the Entire Consideration in terms of this Agreement. Pursuant to such payment of the Entire Consideration, Promoter and the Allottee shall execute and duly register a Transfer Deed with respect to the Unit ("**Transfer Deed**") along with execution of other necessary documents, indemnities, declarations and such other documentation as may be required by Promoter and on execution and registration of the Transfer Deed, the Allottee shall take actual physical possession of the Unit with the keys of the Unit. Upon receiving such possession of the Unit, the Allottee/s shall be deemed to have accepted the Unit, in consonance with this Agreement, and shall thereafter, not make any claim/s, against Promoter, with respect to any item of work alleged not to have been carried out or completed. The Allottee/s expressly understands that from such possession date the risk and ownership to the Unit shall pass and be deemed to have passed to the Allottee/s.
- (b) If the Allottee fails to take possession of the said Unit within **the Cut Off Date**, for any reason not attributable to the Co-Developer/Promoter then the Allottee shall pay an amount of Rs. _____/- as Holding Charges to Promoter ("**Holding Charges**") from such Cut Off Date to Promoter shall be entitled to utilize / charge / appropriate Other

Charges with respect to the Unit like Society Maintenance Charges, interest amounts from Society Maintenance Deposit, or charges as stated hereinabove, and from such Cut Off Date the Allottee shall be liable to make payments of such City Level Maintenance charges, premium, proportionate land revenue, water taxes, electricity charges and other such charges or like as applicable and in the event if Promoter, at its sole discretion, makes such payments on behalf of the Allottee, then the Allottee shall make payment of such amounts within 7 days of such demand being raised by Promoter. Without prejudice to the rights of Promoter under this Agreement, Promoter may continue to charge Holding Charges for 30 days, however on expiry of such period of 30 days, Promoter will be entitled to cancel/terminate this Agreement. The Allottee/s hereby irrevocably gives his/her/their absolute consent/right/authority for such unilateral termination to Promoter due to breach on the part of Allottee/s. On such cancellation/termination of this Agreement by Promoter, Promoter shall be entitled (i) to forfeit an amount equal to 10% of the Basic Consideration along with brokerage charges, taxes paid and interest payable as damages and (ii) deduct any such amount as may be due to Promoter, and the balance amount, after forfeiture and deduction of the aforesaid amount from the total payments received by Promoter from the Allottee under this Agreement, shall be refunded to the Allottee without any interest. In the event of Cancellation of this Agreement, the Allottee/s hereto undertake/s, assure/s and abide to sign the Cancellation Deed and also undertake/s, assure/s and abide to remain present before the appropriate office of the Sub Registrar for Registration of such Cancellation Deed. Upon such refund of the said amount, the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever against the Unit in any manner whatsoever and Promoter shall be entitled to deal with or dispose of the Unit or any part thereof to any person or party as Promoter may desire at its absolute discretion. The cost, charges and expenses incurred relating to the same by Promoter shall be to the account of the Allottee

and the Allottee shall be liable to pay and reimburse the same immediately on demand by Promoter.

6. ASSOCIATION OF ALLOTTEES

- (a) Promoter shall take necessary steps for facilitating and forming the association of allottees of the units in the Project, either in the form of a co-operative service Society or company or any such other legal entity as may be deemed fit and proper by Promoter ("**Society**" or "**Management Entity**") under the Applicable Law for the effective management, operation and maintenance of the Project including the Common Areas and Facilities. The Allottee herein along with other allottees in the Project shall participate/join in such formation and/or become a member of such Society to be known by such name as Promoter may decide by purchasing necessary shares 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 becoming a member of the Society / the Management Entity. The Allottee hereby undertakes to sign and execute such documents and or instruments including any applications for registration and / or membership necessary for the above purpose and return such duly executed documents and or instruments/ applications to Promoter within (7) seven days of the same being forwarded by Promoter to the Allottee. The Allottee shall not raise any objection to any changes or modifications made in the bye-laws, or the memorandum and/or articles of association and such other charter documents of the Society. The Allottee agrees to observe and abide by the rules and regulations of the said Society from time to time.
- (b) Promoter shall hand over the operation, maintenance and management of the Project along with physical possession, and requisite documents, of the Project including the Project Land, Common Areas and Facilities etc. to the Society after 2 years from the date of Occupancy Certificate in accordance with the Applicable Laws ("**Society Handover**"). Pursuant to the Society Handover, subject to

there being no outstanding amount payable from Allottee (including the amount towards the Society Maintenance Charges, or any such other charges) and to meet any capital / major expenditure with respect to the maintenance, operation and management of the Project and the Common Areas and Facilities and other outgoings, Promoter/ such other entity as Promoter may designate for this purpose, shall transfer the Society Maintenance Deposit with respect to the Allottee, if any, to the Society's Account, in case if the same is not collected in the Society's Account.

- (c) It is further agreed between the Parties that with respect to the maintenance of the Project, the Allottee/s shall be liable to pay the maintenance charges for 24 months in advance to the Promoter, before execution of the Transfer Deed. Upon formation of the Society, the Promoter shall deposit the entire maintenance charges collected from all the allottees in the Society's Account.
- (d) It is expressly agreed by and between the Parties hereby confirms that Promoter shall not be liable to pay maintenance and any other charges of any nature whatsoever in relation to any of the unsold Units in the Project.
- (e) Right to use the Common Areas and Facilities of the Allottee shall be subject to due payments towards maintenance as may be decided by the Society.

7. PROVISIONS RELATING TO ALLOTTEES RESIDING OUTSIDE INDIA:

- (a) If the Allottee is a non-resident/ foreign national of Indian origin, foreign nationals/ foreign company, any refund in terms of this Agreement shall be made in accordance with the provisions of FEMA or statutory enactment or amendment thereof and the rule and regulation 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/ its/ their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/ she/ it/ they shall be liable for any action under FEMA as amended from time to time. The Allottee shall keep Promoter fully indemnified and harmless in this regard.

Promoter accepts no responsibility in this regard. Further, whenever there is a change in the residential status of the Allottee after this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to Promoter.

- (b) For the purpose of remitting funds from abroad by the Allottee, the particulars of beneficiary are to be furnished as may be required by Promoter.
- (c) Promoter shall not be responsible towards any third party making payment/ remittance on behalf of the Allottee and such third party shall not have any right in the Unit in any manner whatsoever and Promoter shall issue the payment receipt in the name of the Allottee only.

8. RULES

The Allottee shall strictly comply with the following rules pertaining to the Unit, Project:

- (a) The lobbies, entrances and stairways of the Project shall not be obstructed or used for any purpose other than ingress to and egress from the Unit.
- (b) Allottee shall not make or permit any disturbing noises in the Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other Allottees in the Project. Allottee shall not use any loud speaker in the Unit if the same shall disturb or annoy other occupants of the Project.
- (c) No shades, awnings, window guards, ventilators, grills, sliding windows, air conditioning drain pipes or air conditioning devices shall be used in or outer side of the Unit except as has been approved by Promoter/Maintenance Authority. The Allottee shall not install outer unit of the Air Conditioning anywhere in or around the Unit other than the space specified by Promoter/Society with prior permission of Promoter/Society.
- (d) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Project, nor shall anything be projected out of any window of the said Unit.

- (e) Neither the utility balcony be covered nor the windows and frames of windows of Unit should be modified or replaced.
- (f) Water-closets and other water apparatus in the Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee.
- (g) No bird or animal shall be kept or harbored in the common areas of the Project. Encroachment of common area in front of the main entrance door is not permitted. In no event shall dogs and other pets be permitted on the Common Areas and Facilities of the Project unless accompanied by their respective owner.
- (h) Garbage and refuse from the Unit shall be deposited in such place and at such time and in such manner as Promoter/Society may direct. The Allottee will be responsible to ensure that the garbage and refuse are collected and disposed in a proper manner. That the dry and wet garbage shall be separated and the wet garbage generated in the building, where the Unit is located, shall be treated separately on the Project Land by Allottee and other unit occupants of the said building as per the instructions/directions given by Promoter or the Society, as the case may be.
- (i) No vehicle belonging to an Allottee or to a member of the family or guest, tenant or employee of the Allottee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project.
- (j) The lobbies, entrances and stairways of the buildings in the Project shall not be obstructed or used for any purpose other than ingress to and egress from the Unit.
- (k) No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the units in the Project. No Plant Pots, artificial grass, plants, sheds, hanging pots shall be allowed to place in the passage, balconies or frontage of units in the Project without the prior approval of

Promoter/Society. No fences, plastic sheds or partitions shall be placed or affixed to any terrace/balconies without the prior approval of Promoter/Society.

- (l) No aerial shall be attached to or hung from the exterior of the Unit.
- (m) These rules may be added to, amended or repealed at any time by Promoter/Society.

9. COVENANTS, REPRESENTATIONS & WARRANTIES OF THE CO-DEVELOPER/PROMOTER

The Co-Developer/Promoter doth hereby represents, warrants and covenants as under:

- (a) The Co-Developer has a clear and marketable title with respect to the said Project Land and has the requisite permissions from the concerned authorities to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project.
- (b) The Co-Developer shall ensure that there is no charge/encumbrance existing over the Unit at the time of the Transfer Deed of the said Unit.
- (c) There are no litigations pending before any Court of law with respect to the Project Land or the Project.
- (d) Promoter has not entered into any agreement for transfer and/or any other agreement/arrangement with any person or party with respect to the Unit which will, in any manner, prejudicially affect the rights of Allottee under this Agreement.
- (e) Promoter has duly paid and shall continue to pay and discharge all applicable governmental dues, rates, charges and property taxes and other monies, levies, impositions, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Unit to the

competent Authorities till the time Occupancy Certificate with respect to/in relation to the Unit is obtained.

- (f) The specifications as mentioned in the _____ D are of a general and indicative nature, consequently there may be some changes in the color, design, pattern, texture or the like in the actual products.
- (g) If within a period of (5) five years from date of handing over the possession of the Unit, the Allottee brings to the notice of Promoter any structural defect in the Unit or any defects on account of workmanship, quality or provision of service, then wherever possible, such defects shall be rectified by Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from Promoter, compensation equal to the cost to cure / rectify such defect. Provided that Promoter shall not be liable to rectify any defect or for payment of any compensation in the following cases:
 - i. If the cause of any such defect is not attributable to Promoter or are because of Force Majeure Events and or beyond the control of Promoter;
 - ii. In case of natural wear and tear and/or damage resulting from rough handling, improper use or unauthorized modification;
 - iii. if such defects/damage has occurred by act of negligence of Allottee, including while carrying out any internal changes to the Unit.
 - iv. In case where guarantees and warranties are provided by the third parties, the same shall be extended to the Allottee. Promoter shall not be liable for any such warranties and guarantees which shall be on such terms and conditions as provide for by the third party. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the Unit, and if the annual maintenance contracts or applicable licenses are not

executed/renewed by the Allottee / Society, Promoter shall not be responsible for any defects occurring due to the same;

- v. The Society or the Allottee has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/Promoter.
 - vi. The Allottee has carried out any alterations of any nature in the said Unit which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, pipes, water supply connections or any erection or alteration in the bathroom, toilet etc. If any of such work/s is/are carried out then the defect liability of Promoter automatically shall become void.
- (h) Promoter shall transfer the proportionate undivided lease hold rights of the Project Land to the Allottee and shall handover peaceful possession of the Project Land, the Common Areas and Facilities to the Society after 2 years from the date of Occupancy Certificate.
- (i) Promoter shall have no claim on the common terrace rights after Occupancy Certificate of the Unit has been obtained, provided however that, such rights/claims shall be governed in accordance with and subject to the provisions of this Agreement. No temporary or permanent construction shall be permissible on the terrace of the Unit and shall always be kept open. The Allottee is also aware that all other Allottees/ owners shall also be entitled to use and enjoy the Common Areas and Facilities and they also shall have undivided interest therein. It is agreed that the Allottees will be entitled to use and enjoy the undivided Common Areas and Facilities only after and upon payment of necessary charges/fees and by becoming member of Society.
- (j) Promotor Shall Not Mortgage Or Creat A Charge: After the execution of this agreement, the promoter shall not mortgage or create a charge on the Apartments and if any such mortgage or charge is made or created than notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the rights and interest of the allottee who has taken or agreed to take such Apartments/plot

10. COVENANTS, REPRESENTATIONS & WARRANTIES OF THE ALLOTTEE

The Allottee doth hereby represents, warrants, covenants and undertakes as under:

- (a) The Allottee shall regularly pay all amounts (including interest) payable in accordance with and as required under the provisions of this Agreement. The Allottee shall also pay every year the proportionate lease rent amount as decided by the Authority from time to time for the undivided lease hold rights of the land transfer/conveyed to him.
- (b) Time is of essence for Promoter as well as the Allottee. The Allottee shall also make timely payments of the installment and other dues payable by him/her as provided under this Agreement and meeting the other obligations under the Agreement and any default by the Allottee in this regard shall entitle Promoter to enforce default remedies as set out by the Promoter.
- (c) For the purpose of facilitating the payments under this Agreement the Allottee may apply for and obtain financial assistance from Banks/ Financial Institutions, however, in no event, Promoter shall assume any liability and/or responsibility for any loan and/ or financial assistance which the Allottee may obtain from such Bank/ Financial Institutions.
- (d) The Allottee shall comply with its/his/her/their responsibility under various acts and regulations, including SEZ Act and Rules, Income Tax provisions/Tax Deduction at source and shall indemnify Promoter from any non-compliance on its part.
- (e) The Allottee agrees that the Co-Developer/Promoter herein is Limited Liability Partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008. In future if the said Owner/Promoter are merged/amalgamated with another company or demerged as per the applicable laws or is converted into Limited Liability Partnership firm, then such merger/demerger/ conversion shall

not affect the rights and liabilities of the Co-Developer/Promoter or the Allottee/s herein under this Agreement and the parties shall be bound by the terms and conditions mentioned herein.

- (f) The Allottee shall use the Unit or any part thereof or permit the same to be used only for residential purposes in accordance with Applicable Law and the rules framed, if any, by the Maintenance Society.
- (g) The Allottee shall not construct any temporary or permanent construction on the exclusive terrace. The owners of Unit shall be responsible for the maintenance, operation and management of their respective Unit.
- (h) The Promoter has provided vehicle parking spaces in the basement and within project as per the provisions of the prevalent General Development Control Regulations. It has been agreed between the Parties that Promoter/Society, as the case may be, shall regulate the use and allotment of such parking spaces. Promoter/Society shall make the most efficient use of the provided parking area so as to maximize the number of parking slots available for parking of cars and if permissible the other open areas or marginal areas may be used for allotment of parking spaces to the occupiers of the Project subject to GIFT AREA DCR. The Allottee shall not raise any dispute in this regard. Along with the sale and purchase of said Unit, Promoter shall allot dedicated parking space to the Allottee in the basement or within the Project and the Allottee shall park his/her/its vehicle in that allotted space only. The Allottee acknowledges that Promoter has not charged any price for allotment of parking spaces in the Project. The Allottee hereby aware and unequivocally agrees, consents and confirms that the Allottee and his/her/ their family members shall park their vehicles only in their designated parking area and they shall not be entitled to park in visitor parking area or designated parking area of any other member/unit holder of the Project. The Allottee is aware that for purpose of better safety and security of premises and convenience to owners/end users, the entry/movement of heavy vehicles shall not be

permitted inside the Project, without the express consent of Promoter/the Society, as the case may be.

- (i) The Allottee shall use the allotted parking space only for purpose of keeping or parking his/ her/ their/ its vehicle. Not to keep in the parking space anything other than private motor car or motor cycle and shall not raise or put up any kutchha or pucca construction grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles therein shall not be permitted. The Allottee shall not park car on the pathway or open spaces of the Project or at any other place except the space allotted to the Allottee and shall use the pathways as would be decided by Promoter / Society.
- (j) The Allottee hereby declares and confirms that except for the car park(s) allotted by Promoter/ Society, the Allottee/s do/es not require any parking space/s including open car parking space(s) and accordingly the Allottee/s waives his/her/its/their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project. The Allottee/s further agree(s) and undertake(s) that he/she/it shall have no concerns towards the identification and allotment/allocation of parking space(s) done by Promoter/Society, at any time and shall not challenge the same. The Allottee agree(s) and acknowledge(s) that Promoter/Society, as the case may be, shall deal with the parking space(s) in the manner it deems fit, subject to the terms of bye-laws and constitutional documents of the Society/the relevant laws.
- (k) The Allottee irrevocably agree that the parking of their cars in their respective allotted parking spaces in the Project shall be at their sole liability and responsibility and Promoter/Society and maintenance staff shall not be held liable for any theft/damage of car or goods kept therein and the Allottee shall take their own insurance policies in order to make any claim if such theft/loss/damage occurs when the car is parked in their parking areas.

- (l) The Allottee agrees that though he/she/they shall become free, independent and absolute owners of the said Unit, the use, occupation or transfer of the Unit shall be subject to the rules and regulations that may be framed by the said Society from time to time.
- (m) The Allottee shall maintain the Unit at the Allottee's own cost in good and tenantable condition, including repairs thereof, from the date of the Allottee's possession of the Unit and shall not do or suffer to be done anything in or to the structure of Unit which may be against the rules, regulations or bye-laws or change/alter or make additions in or to the Unit or any part thereof without the consent of the local authorities and or the Society, if so required.
- (n) The Allottee shall not store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Unit or storing of which goods is objected to/prohibited by the concerned local or other authority. The Allottee shall take reasonable care while carrying heavy packages or articles which may damage or are likely to damage the structure of Unit or any other structure of the Project and in case any damage is caused to Common Areas and Facilities on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable to bear all the costs and expenses that may be incurred by Promoter and/or Society, due to the breach / negligence of the Allottee.
- (o) The Allottee shall not do or cause anything to be done in or around the Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Unit or adjacent to the Unit. The Allottee shall not make in the Unit any structural additions and/or alterations to the beams, columns, partition and shear walls, etc. or improvements of a permanent nature. If the Allottee/s demolishes, punctures, and/or in any other way alters the existing walls and / or add or in any way put up a new concrete or masonry structure / partition in the Unit, it may result in endangering the stability of the building, since

the building structure is not designed to take such load. In the event of happening of any of the events as mentioned above, the Allottee would be solely responsible for the same and the Allottee shall be responsible to indemnify and keep indemnified, Promoter from any loss, demand, claim etc. in relation to the same. Allottee/s shall be liable to pay all the costs for the damages and repairs which needs to be undertaken to ensure the safety of the building.

- (p) The Allottee shall not demolish or cause to be demolished the Unit or any part thereof, nor at anytime make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structure in the said building without the prior written permission of Promoter and/or the Society.
- (q) The Allottee shall not alter, amend, modify etc., the elevation and aesthetics of the Unit, and / or the Project as a whole, nor shall the Allottee alter, amend, modify the internal structure i.e. entrance lobby, lifts, staircase, terrace etc. of the building wherein the Unit is located and shall keep the above in the same form as was handed over by Promoter and shall not at any time alter the elevation in any manner whatsoever without the prior consent of Promoter or alter the attachments to the elevation of the Unit, including fixing or changing or altering grills, windows, air conditioners, chajjas etc. Promoter's decision in this regard would be final and binding on the Allottee.
- (r) The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance pertaining to the Project and the Unit or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- (s) The Allottee shall ensure no dirt, rubbish, rags, garbage or other refuse is thrown from the Unit in the passage, compound or any portion of the Project and the same is disposed in the manner as is directed by Promoter/the Society for waste disposal.
- (t) The Allottee shall not let, sub-let, transfer, assign or part with the interest or any accrued benefit under this Agreement or part with the possession of the Unit (if any) until all the dues payable by the Allottee to Promoter under this Agreement are fully paid and subject to the prior written consent of Promoter.
- (u) The Allottee shall observe and abide by all the rules and regulations framed by the Society including amendments thereof that may be made from time to time. The Allottee shall also observe and abide by all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. The Allottee shall also observe and perform all the stipulations and conditions laid down by Promoter/such entity as may be designated by the Co-Developer/Society, as the case may be regarding the occupancy and use of the Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (v) The Allottee shall permit Promoter and their surveyors, agents, consultants etc. and their respective employees or authorized persons working under them, at all reasonable times by issuing 24 hours prior notice, to enter into and upon the Unit and/or the Project or any part thereof respectively, in order for Promoter / Society to carry out any operation, maintenance, repairs etc. related works.
- (w) This Agreement shall not confer on the Allottee any right, title or interest in the Unit and/or the Project. The right, title and interest of the

Unit shall be transferred to the Allottee only after payment of the Entire Consideration due along with interest/ penalties (if any) under this Agreement and upon execution of the Transfer Deed in favour of the Allottee. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Unit or of the Project Land or any part thereof.

- (x) The Allottee hereby acknowledges that even after the Society has been formed with respect to the Project, Promoter shall be entitled to transfer or in any other manner transfer the un-sold/un allotted Unit(s) in the Project to any party on such terms and conditions as it may deem fit and such allottee /transferee of un-sold Unit (s) shall be entitled to become a member of the Society with all and appurtenant rights and privileges of an allottee and a member of such Society. The Allottee shall not raise any dispute or object to the sale price that may be settled between Promoter and other allottees of unit in the Project.
- (y) The Allottee has also been given the prospectus of the Project which inter-alia contains the details/specifications of the Project. However, the said Prospectus is only for illustrative purposes and is not to be construed as a binding legal document. The images shown in the Prospectus are computer stimulated representations and are subject to error and omissions. The furniture and fixtures shown in the Prospectus are only for illustrative purpose and do not form a part of the Project and/or the Unit.
- (z) The design/construction of the Unit is subject to amendments and changes as may be stipulated by the government, local authority and as per the requirements of Promoter. The Allottee hereby further agree/s and covenant/s with Promoter to render full co-operation to Promoter and to sign and execute all papers and documents, in favour of Promoter or otherwise as may be necessary for the purpose of enabling Promoter to construct the Unit or otherwise undertake development of the Project, in accordance with the said approvals

and/or for the purpose of applying for and/or obtaining the approval or sanction of the appropriate authorities in that behalf as well as for the approval or sanction relating thereto.

- (aa) The Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Unit /Apartment of the Allottee.
- (bb) Allottee hereby covenants and assures that he/she shall not raise any requisition for further documents or objection to the title and/or the rights of Promoter /Society in relation to the Project Land or any ground whatsoever.
- (cc) The Allottee hereby covenants that it shall not raise any objections against inclusions/exclusions of any type of legally permissible construction/ development being made in the Project. The Allottee hereby covenants that Promoter shall be entitled to develop the Project without any hindrance, objection or requisition from the Allottee notwithstanding any perceived or actual nuisance or inconvenience that may be caused owing to the construction work. Further, the Allottee covenants with Promoter that Promoter shall be entitled to undertake construction and develop the Project in the manner it desires and the Allottee shall extend all the co-operation to Promoter for the same.
- (dd) The Allottee shall not interfere with the rights of Promoter to construct at such locations, as it may from time to time decide, any additional Units/buildings/structures, sub-stations for electricity or office for management of the new Units/building/s and build underground and overhead tanks structures for watchman cabin toilet for domestic servants/watchmen, septic tank, soak pits and other structures the locations of which are not particularly marked or shown in the layout plans and laying through or under or over the ground or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting

arrangement, tube well and other devices etc. belonging to or meant for any of the buildings, Units and other structures which are to be developed and constructed by Promoter, and raise any dispute in the Court by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise.

- (ee) The Allottee represents that the Allottee has read and understood and is completely satisfied with the specifications, plans, including lay out plans, brochures, approvals and /or permits/authorizations, validity or otherwise of the title of the Project Land, including the allotment of the Unit, price and the manner in which Promoter proposes to develop the Unit and / or Project in general.
- (ff) The Allottee will have to bear all the charges or the like, which may be levied before or after execution of Transfer Deed and/or handing over of the possession of the Unit, including but not limited to (a) GIFT CITY/Government related charges/levies including applicable land premium charges, (b) deposits/charges for drainage or water, (c) gas /utility connections and any charges related to the development of project, Town Planning Scheme and the Applicable Law thereto.
- (gg) The Allottee agrees and undertakes that Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Unit and/or car park(s) by concerned authorities due to non-payment by the Allottee or any other Unit occupiers of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments.
- (hh) Irrespective of disputes, if any, which may arise between Promoter and Allottee or with other allottees, the liability of the Allottee herein to pay the amounts payable by him/her/them to Promoter shall remain unaffected and the Allottee hereby undertakes to pay in accordance

with provisions of this Agreement all such amounts and shall not withhold the same for any reason whatsoever.

- (ii) Any delay, indulgence and grace period on behalf of Promoter in enforcing the terms of this Agreement, including the payments due thereof, by Promoter, shall not be construed as a waiver and or acquiescence on the part of Promoter of its rights and the corresponding duties and or liabilities of the Allottee under this Agreement.
- (jj) The Allottee shall not have any objection if any portion of the Project Land is handed over to the company providing electric supply for installing an electric sub-station and the Co-Developer shall be entitled to give such part of the Project Land to the said company or any other body for such purpose on such terms and conditions as may be agreed between the Co-Developer and the said company and the same shall be binding on the Allottee and the said Society.
- (kk) The Allottee hereby acknowledges and agrees, that the time lines fixed for the payment herein contained are the essence of the Agreement and in case of failure or breach thereof by the Allottee, Promoter shall have a right to terminate/cancel the Agreement as provided herein. In such an event, the Allottee hereto undertake, assure and abide to sign the Cancellation Deed and also undertake, assure and abide to remain present before the appropriate office of the Sub Registrar for Registration of such Cancellation Deed. The Allottee also agree and undertake to bear all the expenses in respect of Cancellation Deed.
- (ll) The Allottee confirm/ declare that with respect to any refund to be made under this Agreement by Promoter to the Allottee, Promoter shall at its own discretion, be entitled to refund the same in favour of the First Applicant (in case of more than one applicant/Allottee) of the Unit. Such refund by Promoter in favour of the First Applicant shall be deemed to be made in favour of all the applicants/Allottees of the Unit

and all the applicants of the Unit shall adjust the refunded amount as per their internal understanding. The Parties hereby agree to this mode of refund by Promoter and further state and confirm that this mode of refund shall absolutely discharge the liability of Promoter against the remaining applicants/Allottees of the Unit.

(mm) The Allottee hereby declares that he/ she/ they/ it has/have gone through this Agreement and all the documents relating to the Project Land, Unit and has/have expressly understood the contents, terms and conditions of the same and Promoter has entered into this Agreement with the Allottee relying solely on the Allottee agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee to be observed, performed and fulfilled and complied with and therefore, the Allottee hereby jointly and severally (as the case may be) agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all hereafter, Promoter and their successors and assigns ("**Indemnified Parties**") from and against all such costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee.

(nn) The Allottee undertakes that the Allottee has taken the decision to purchase the Unit out of his/ her/ their own free will, based solely upon the information provided along with the documents, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement;

- (oo) The Allottee shall be responsible for getting his/her/its/their name mutated in the records of the appropriate authority of his/her Unit and shall not hold Promoter liable/responsible to mutate his name with respect to the Unit.
- (pp) The Allottee hereby irrevocably agrees that Promoter alone shall have the absolute rights to undertake and carry out all future advertisement, publicity and communications related work through their advertising agency for publicity/ advertisement of or in connection with the Project.
- (qq) The Allottee shall abide and comply with the guidelines for residential projects in the residential projects, in the said Project issued by GIFTCL. The said guidelines are herewith marked as **Annexure _____**.
- (rr) The Allottee, on becoming a member of the Society, shall ensure that the Society adheres to the terms of this Agreement in letter and spirit and in furtherance thereto, the Allottee shall take such steps/actions, including using his/her/its voting rights, as are necessary to (i) protect the rights of Promoter as referred to under this Agreement and (ii) comply with, and adhere to, the provisions of this Agreement. The Allottee shall cast his/her vote in the Society in such a manner that the Allottee ensures compliance of all the terms of this Agreement.
- (ss) The Allottee agrees to pay necessary water usage charges (basic cost and treatment expenses) to the Co-Developer or the entity as may be designated by the Co-Developer, as per the applicable rates from time to time.
- (tt) If the Allottee or his/her/its transferee commits breach of any of the covenants, representations and warranties herein contained then Promoter shall be entitled to levy necessary penalty/fine for such breach and Promoter shall also direct the Allottee to take necessary corrective steps to remedy the breach of conditions herein contained.

11. RIGHTS OF THE CO-DEVELOPER/PROMOTER

- (a) All unsold and/or un-allotted Units, area and spaces appurtenant thereto in the Project shall always belong to and remain the property of Promoter at all times and Promoter shall continue to remain in overall possession of such unsold and/or un-allotted Units/ spaces and shall be entitled to enter upon the Project Land to enable it to complete any unfinished construction work.
- (b) Promoter shall without any reference to the Allottee and / or the Society, be at liberty to transfer, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/ or un-allotted Units, as it deems fit. Promoter shall be entitled to enter in separate agreements with the allottees of different units in the Project on terms and conditions decided by Promoter in its sole discretion and shall without any delay or demur enroll the new allottees as members of the Society. Further, Promoter shall not be liable to pay/contribute any amount on account of non-occupancy charges or for any other charges/ fund with respect to the unsold / un-allotted units in the Project.
- (c) Promoter shall have right and free access to visit the unsold inventory/units with prospective buyers and the Allottee/Society/association of Allottees/management entity shall have no objection for the same.
- (d) The Allottee accepts, confirms and consents that the Co-Developer/Promoter can alter, revise and modify the approved plans, from time to time in absolute discretion of the Co-Developer/Promoter for any reasons whatsoever including the reason of market conditions, market demand, Allottee requirements and/or requirements of Development Control Regulations, however the plans of the Unit herein agreed to be transferred shall not be altered or varied without the consent of the Allottee herein.

12. TERMINATION

- (a) The Co-Developer/Promoter shall be entitled to terminate this Agreement forthwith, if the Allottee defaults with respect to any of the provisions of this Agreement including the terms of payment of any amount (including payment of any taxes, interest) due and payable by the Allottee under this Agreement, provided any such amount along with interest remains unpaid for a period of 2 (two) successive months from the date on which such amount (including interest) became due and payable under this Agreement.
- (b) Provided further that, the Co-Developer/Promoter shall give a termination notice in writing to the Allottee at the address and/or email id provided in this Agreement (In case of joint Allottee such notice in writing shall be served to the address and/or email id of the First Allottee only), of its intention to terminate this Agreement specifying the breach or breaches of terms and conditions of this Agreement. Such a termination notice shall provide a period of 15 (fifteen) days to remedy/cure the default or breach/beaches stated in the termination notice. If the Allottee fails to remedy / cure the breach or breaches stated in the termination Notice within the notice period, then the Co-Developer/Promoter shall be entitled to terminate the Agreement unilaterally. The Allottee/s hereby irrevocably gives his/her/their absolute consent/right for such unilateral termination due to breach on the part of Allottee/s. The Co-Developer/Promoter may record the termination / cancellation of this Agreement by preparing a Memorandum of Termination / Cancellation Deed and execute the same and/or get it registered with the appropriate Sub Registrar and with any other concerned authority under the applicable laws. The Allottee/s hereto undertake/s, assure/s and abide to sign & remain present before the appropriate Sub Registrar office to Register Cancellation Deed of this Agreement for Transfer. All costs to the unit cancellation like Registration Charges, Legal Charges, Unit Modification, Price Variation as on cancellation and any other incidental expenses like Brokerage etc. incurred shall be charged to the Allottee by promoter upon cancellation of the Unit. Further Promoter shall be

entitled to charge 10% of the consideration value over and above the Brokerage and other expenses mentioned as above.

- (c) Provided further, that in addition to the above clause [13 (b)], upon such termination of this Agreement by the Promoter, as per provisions of GST, any credit note issued towards the demand/invoice raised in Financial year after September of the following year will not be allowed to be adjusted against respective month's GST payable and hence an equivalent amount over and above the cancellation charges and thereafter the balance amount, after forfeiture and deduction of the aforesaid amount from the total payments received by Promoter, shall be refunded to the Allottee without any interest. If the installments of Basic Consideration till the date of termination and /or cancellation paid by the Allottee are less than the aforesaid amount to be forfeited / deducted, then Promoter will be entitled to recover the balance amount from the Allottee and the Allottee shall pay the same to Promoter within a period of 45 (forty five) days from the date of termination and /or cancellation. Respectively, any refund of money due to the Allottee after all the applicable deductions under this Agreement shall be made by Promoter within 45 (forty five) days from such termination and/ or cancellation. Any amount in respect of the Unit deposited by the Allottee for payment to third parties including Government bodies etc., shall in no circumstances be refunded to the Allottee.
- (d) Provided further that upon such termination of this Agreement, the Allottee shall not be entitled to claim any right title or interest with respect to the Unit and Promoter shall be entitled to transfer or in any other manner transfer or dispose-off the Unit or any part thereof to any third party/(ies) or such person(s) in such manner and on such terms and conditions as may be deemed fit and proper by Promoter in its absolute discretion without any reference to and/or consent or concurrence of the Allottee.

13. BRAND NAME & PROJECT NAME

- (a) It is agreed by the Allottee that the name of the Project i.e. “_____” shall not be changed / modified by the Allottee / the Society.
- (b) It is further agreed by the Allottee that the association of the brand name “_____”, (in its registered logo form) (collectively “**Brand Name**”) shall at all times be subject to the sole control of Promoter. It is agreed and accepted by the Allottee that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the Co-Developer/Promoter. The Allottee shall not, and ensure that the Society does not, use or claim any right, title, interest in the Brand Name and/or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by Promoter in furtherance of this Agreement and/or the Transfer Deed, as and when executed.

14. GENERAL REPRESENTATION AND WARRANTIES

Each Party represents and warrants to the other that:

- (a) It has power to execute, deliver and perform its obligations under this Agreement and all necessary corporate, shareholder and other action has been taken to authorize such execution, delivery and performance;
- (b) This Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;

- (c) The execution, delivery and performance of its obligations under this Agreement does not and will not:
- (i) Contravene any law, regulation or order of any Governmental or other official body or agency or any judgment or decree of any court having jurisdiction over it; or
 - (ii) Conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.

15. NOTICE

- (a) All notices, communication, letter, correspondence etc. to be served on the Allottee and Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or Promoter by Registered Post A.D, standard courier with receipt acknowledgement or notified Email ID, at their respective addresses specified below:

CO-DEVELOPER:

BHANDARI AND SANGATH BUILDERS LLP.

7, Madhupuri Apartment,
Opp. Maharshi Dayanand Park Society,
Kabir Chowk, Sabarmati,
Ahmedabad-380005

Email ID: _____

Phone No: _____

ALLOTTEE:

Address: _____

Email ID: _____

Phone No: _____

- (b) It shall be the duty of the Allottee and Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post or notified Email ID failing which all communications and letters posted or email sent at the above postal address / email ID shall be deemed to have been received by the Co-Developer or the Allottee, as the case may be.

16. DISPUTE RESOLUTION & JURISDICTION

- (a) Any dispute between Parties shall be settled amicably within 60 days of the intimation of dispute by either of the Party. In case of failure to settle the dispute amicably, such dispute shall be referred to Gujarat Real Estate Regulatory Authority ("RERA Authority"), as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder. Either of the Parties aggrieved by any direction or decision or order made by the RERA Authority or by an adjudicating officer under the RERA Act may prefer any appeal before the Appellate Tribunal having jurisdiction over the matter ("RERA Appellate Tribunal") or as per the recourse available to the aggrieved Party under Relevant Laws
- (b) Subject to what is stated in sub-clause (a) hereinabove, this Agreement shall be governed by the laws of India and the courts at Gandhinagar, Gujarat shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with any matter set out hereinabove.

17. MISCELLANEOUS

- (a) **Amendment:** This Agreement may only be amended only through written consent of the Parties.
- (b) **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 regards to the Unit as the case may be.

- (c) **Proportionate Area/Contribution:** The Proportionate Area/Contribution with respect to the Unit shall be calculated on the basis of the proportion of Super Built up Area of the Unit to the total Super Built up Area of the Project.
- (d) **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.
- (e) **Interpretation:** Except where the context requires otherwise:
 - i. the Recitals to this Agreement contained hereinabove shall constitute an integral part of this Agreement;
 - ii. headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
 - iii. where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
 - iv. words importing the singular shall include plural and vice versa;
 - v. the Annexures and Schedules hereto shall constitute an integral part of this Agreement;
 - vi. any term not defined here specifically shall have the meaning ascribed to it in RERA;
 - vii. all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
 - viii. any reference to Allottee shall mean reference to all Allottees in case if there are more than one Allottee.
- (f) **Joint Allottees:** In case there are Joint Allottees all communications shall be sent by Promoter to the Allottee whose name appears first and

at the address given by him/ her/ them / it which shall for all intents and purposes to consider as properly served on all the Allottee.

- (g) **Subsequent transfer of Unit:** 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 Allottee of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes
- (h) **Severability:** If any provision of this Agreement shall be determined to be void or unenforceable under RERA 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 confirm to 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.
- (i) **Survival of terms:** Such terms of this Agreement as are concerned with the use and occupation of the Unit, including representation, warranties and covenants of the Allottee, Rules etc. shall be effective and binding on the Allottee even after execution of the Transfer Deed. Similarly, such terms shall remain effective and binding on all the subsequent transferees of the Unit to whom the Unit is transferred by the Allottee.
- (j) **Stamp Duty & Registration Charges:** The cost and expenses of applicable stamp duty and registration charges, legal charges, fees and other incidental expenses payable with respect to this Agreement, Cancellation of this Agreement and the Transfer Deed and any other such document with respect to the Unit shall be solely borne by the Allottee only.
- (k) **Waiver:** Any delay tolerated or indulgence shown by Promoter, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Allottee by Promoter, shall not be treated/ construed/ considered, as a waiver or acquiescence on the part of the Promoter of any

breach, violation, non-performance or non-compliance by the Allottee of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/ remedies of Promoter.

FIRST SCHEDULE
(Description of the Project Land)

All that piece and parcel of land admeasuring 3872 Sq. mtrs. ("basement extent") or thereabout, bearing Survey No. 500 (Old Survey No.262/1-P) situate, lying and being at Village- Ratanpur, Taluka and District-Gandhinagar, Gujarat and being part of Block No. 16, Building Footprint 16C, in the Dual use Non-Processing Area of GIFT SEZ in GIFT City, GIFT City, Gandhinagar, Gujarat and the same is bounded as under: -

On or towards East by	:	Proposed Road no. 1B & Proposed Road no. 9
On or towards West by	:	Block no. 16D & 16A
On or towards North by	:	Proposed Road No. 1B & Block no. 16B
On or towards South by	:	Block 16-D & proposed Road no. 9

SECOND SCHEDULE
(Description of the Unit)

All that piece and parcel of Unit No. _____ admeasuring about _____ sq.ft/ _____ sq. mtrs. Carpet Area and exclusive balcony having approximate area of _____ sq.ft./ _____sq. mtrs. and exclusive wash area of _____ sq. ft / _____ sq. mtrs., making the total Carpet Area of _____ sq. feet/sq. meters being _____ sq. feet/sq. meters of Super Built-up area on the _____ Floor in _____ Block in the project known as “_____” along with proportionate right in common areas of the Building namely passage, foyer, terrace, stairs, lifts etc. along with the rights in the Common Areas and Facilities as per proposed layout, and _____ square meters of undivided leasehold rights/share in the Project Land bearing Survey No. 500 (Old Survey No.262/1-P) situate, lying and being at Village: Ratanpur, Taluka and District: Gandhinagar, Gujarat and being part of Block No. 16, Building Footprint 16C, in the Dual use Non-Processing Area of GIFT SEZ in GIFT City, Gandhinagar, Gujarat and the same is bounded as under, that is to say on or towards the:-

East :

West :

North :

South :

THIRD SCHEDULE
(Description of Common area and amenities)

Specifications for Residential

• Flooring 32" X 32" vitrified tiles • Kitchen 2'3" wide black granite platform • Toilet 8' height glazed tiles dado • Internal wall finish birla putty • Adequate plumbing & electrical point • Decorative main doors • All other doors with wooden frames, flush door with paints • Every flat with two car parking space (1+1 Stack) • Raft foundation with earthquake resistant R.C.C shear wall monolithic structure • Long lasting-rich external finishes of expose R.C.C, Terrazzo, Aluminium louvers

Specifications for Shops

• Flooring 32" X 32" vitrified tiles • Expose RCC ceiling, White birla putty wall finish • parking at ground floor for commercial. • Attach Toilet

Common Area & Common Amenities (only for residential)

• Landscape Garden @ 1st floor • Swimming Pool @ 1st floor • Gardening Lights • Gym • Gaming zone • Day care • Co-working space • Banquet hall • Health care • Kids play area • Solar rooftop for common lighting • Sky Garden @ 26th floor. • Garbage chute facility on every floor • Elevators for each tower (one service lift and 2 passenger lifts

FOURTH SCHEDULE
(Entire Consideration and Payment Schedule)

IN **WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED AND DELIVERED

By the within named Promoter

BHANDARI AND SANGATH BUILDERS LLP

Through its Authorized Representative

SIGNED AND DELIVERED

By the within named Allottee

WITNESSES

1. _____

2. _____

ANNEXURE A

Copy of Development Permission

ANNEXURE B

RERA Certificate

ANNEXURE C

Floor Plan showing Unit

ANNEXURE D

Specifications

ANNEXURE E

Guidelines for residential premises issued by GIFTCL