

AGREEMENT TO SELL (WITHOUT POSSESSION)

**THE PARTIES OF
FIRST PART VENDOR
/ PROMOTER**

SILICONE AWAS PVT. LTD.

A Private Limited Company duly incorporated under
Companies Act Reg. No. U45309GJ2021PTC122307

PAN : ABFCS 9909 R

Having Its Office At: 207, Silicone Hills,
PDPU Road, At – Koba, Dist. Gandhinagar Through
Its Authorized **Director**
Mukeshkumar D. Patel

Age: Adult, **Occupation:** Business.

(hereinafter referred to as the DEVLOPRES which
expression shall include his present and future Partners,
Managers, Administrators, Attorneys, Aassignees, etc.)

**THE PARTIES OF
THE SECOND PART
INTENDING ALLOTTEE
/ PURCHASER**

XXX
PAN No. XXX

Residing At : XXX
XXXX

(Hereinafter referred to as the party of the SECOND PART
and/or VENDEE which expression shall include their present
and future, Managers administration, attorney, assignees, etc.)

WHEREAS, **SILICONE AWAS PVT. LTD.** is the owner and possessor of the N.A.
land bearing Survey No. 78, Final Plot No. 62 of Town Planning Scheme No. 19,
admeasuring 3354.00 Sq. Mtrs. situated at VILLAGE: RAYSAN, TALUKA & DIST.
GANDHINAGAR. in the registration District and sub Dist. Gandhinagar more
particularly described in the First Schedule

AND WHEREAS the **SILICONE AWAS PVT. LTD.** entered Through a sale deed
which is executed before sub-register, Gandhinagar vide registration NO. 25004 Dated
10/08/2021. The party of the First part can Develop, sale, and collect the consideration
price from the Second party.

AND WHEREAS the Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct Four Building Block A, B, C & D of High Rise Residential Building on the project Name **SILICONE NEST**.

AND WHEREAS the Intending Allottee is offered a Flat No. X / **XXX** admeasuring **XXX** Sq. Mtrs. carpet area With Wash And Balcony on the **XXX floor** being constructed in the said project, by the Promoter

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no : XXXX.

AND WHEREAS on demand from the Intending Allottee, the Promoter has given inspection to the Intending Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under and the Intending Allottee is satisfied in respect of the same;

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

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

AND WHEREAS the Promoter has got the approvals from the Gandhinagar Urban Development Authority, vide Latter No. PRM / RAYSAN / 875 / 12 / 2009 / 7624 / 21 Dated 30/07/2021 and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or occupancy Certificate of the said Building.

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

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

AND WHEREAS the Intending Allottee has applied to the Promoter for allotment of a Flat No. X / **XXX** situated in the said Project Name “**SILICONE NEST**”

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

AND WHEREAS, prior to the execution of these presents the Intending Allottee has paid to the Promoter a sum of **Rs. XXX (Rupees XXX only)** being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Intending Allottee as advance and the Intending Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Intending Allottee hereby agrees to purchase the Flat.

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

1. The Promoter shall construct the said buildings ``**SILICONE NEST**'' consisting of basement and ground & stilt, Seven upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

The Promoter reserve rights to modify plan due to change in law Or Any Unwanted Problem raised then plans can be revised in respect of variations or modifications which may adversely affect the Flat of the Intending Allottee.

1.a (i) The Intending Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Intending Allottee Flat in the building for the consideration of total Sale consideration price **Rs. XXX /- (Rupees XXX Only)** Including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith

(ii) The Intending Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Intending Allottee area shown in following Table forming part of the Flat That Include in Above consideration

Flat No.	Carpet Area Sq. Meter	Balcony & Wash Sq. Meter	Open Terrace Sq. Meter
			00.00

Terrace Right is not included in above consideration. Promoter have the Terrace Right of all building. Promoter have not received any amount for Terrace from Allottee & Promoter also have not received any amount for parking from Allottee.

There is No Provision For Exclusive Garage / Parking Spot & It Is Not Provided To Any one.

1(b) The total aggregate consideration amount for the Flat mentioned herein above from clause 1 a (i) is thus **Rs. 22,00,000 /-**

1(c) The Intending Allottee has paid a sum of **Rs. 00,000 /-** (Rupees XXX only) as advance payment as per details given below: -

0,00,000/-	Rupees XXX Only paid to the party of the Third part by party of the second part by Cheque No. XXX Of XXX Bank
0,00,000/-	Rupees XXX Only paid to the party of the Third part by party of the second part by Cheque No. XXX Of XXX Bank

And hereby agrees to pay to that Promoter the balance amount of **Rs. 00,00,000/- (Rupees Lakh Only)** in the following manner :-

No.	Amount (Rs.)	Payment Stage
1	6,60,000	after the execution of Agreement - (30% of the total consideration)
2	9,90,000	completion Plinth of the building-45% of the total consideration
3	15,40,000	completion of the slabs including podiums and stilts of the building 70% of the total consideration
4	0,00,000	completion of the walls, internal plaster, floorings, doors and windows - 75% of the total consideration
5	0,00,000	completion of the Sanitary fittings, staircases, lift wells, lobbies –80% of the total consideration
6	0,00,000	completion of the external plumbing and external plaster – 85% of the total consideration
7	0,00,000	completion of the lifts, water pumps, electrical fittings – 95 % of the total consideration
8	0,00,000	at the time of possession – 100 % of the total consideration

1(d) The total price as stated above excludes Taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the Flat, which shall be separately payable by the Intending Allottee in the manner as may be decided by the Promoter.

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

1(f) The Promoter Will not pay or allow any rebate for early payments of equal installments payable by the Intending Allottee.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Intending Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Intending Allottee within forty-five days without any interest to the Intending Allottee. If there is any increase in the carpet area allotted to Intending Allottee, the Promoter shall demand additional amount from the Intending Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Intending Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

2.2 Time is essence for the Promoter as well as the Intending Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Intending Allottee and the common areas to the association of the Intending Allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Intending Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter has disclosed that Total 9055 Sq. Mtr Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Intending Allottee has agreed to purchase the said Flat based on the proposed construction and sale of Flats to

be carried out by the Promoter by utilizing the proposed 8934.49 sq. meter FSI and on the understanding that the declared proposed FSI 121.31 sq. meter shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat to the Intending Allottee, the Promoter agrees to pay to the Intending Allottee, who does not intend to withdraw from the project, interest at the rate of 6 % per annum, on all the amounts paid by the Intending Allottee, for every month of delay, till the handing over of the possession. The Intending Allottee agrees to pay to the Promoter, interest at the rate of 6 % per annum, on all the delayed payment which become due and payable by the Intending Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Intending Allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Intending Allottee committing default in payment on due date of any amount due and payable by the Intending Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Intending Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Intending Allottee, by Registered Post AD at the address provided by the Intending Allottee or mail at the e-mail address provided by the Intending Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Intending Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Intending Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Intending Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his option in the said building and the Flat

6. The Promoter shall give possession of the Flat to the Intending Allottee on or Before 30 day of August 2026 . If the Promoter fails or neglects to give possession of the Flat to the Intending Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Intending Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of –

(i) war, civil commotion or act of God ;

- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) Strikes or lock outs, industrial disputes
- (iv) Non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, shortage of labour or other intermediaries or due to any reason whatsoever
- (v) Any legislation order or rule or regulation made or issued by the Govt. or any other authority or, if any competent authorities refuses, delays withholds, denies the grant of necessary approvals for the said building / said Project or; if any matters, issues relating to such approvals, permissions, notices, notifications, by the competent authorities become subject matter any suit / writ before a competent court or for any reason whatsoever

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the allottee as and the payment made by the allottee as per agreement shall offer in writing the possession of the Flat, to the Intending Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Intending Allottee. The Promoter agrees and undertakes to indemnify the Intending Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Intending Allottee agree(s) to pay the maintenance deposit & charges as determined by the Promoter or association of Intending Allottee, as the case may be. The Promoter on its behalf shall offer the possession to the Intending Allottee in writing within 30 days of receiving the occupancy certificate of the Project.

7.2 The Intending Allottee shall take possession of the Flat within 15 days of the written notice from the promoter to the Intending Allottee intimating that the said Flats are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

8. The Intending Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence only. He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Intending Allottee along with other Intending Allottee(s) of Flats in the building shall join in forming and registering the Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Intending Allottee, so as to enable the Promoter to register the common organization of Intending Allottee. No objection shall be taken by the Intending Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies .

9.1 Within 15 days after notice in writing is given by the Promoter to the Intending Allottee that the Flat is ready for use and occupancy, the Intending Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed, the Intending Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Intending Allottee further agrees that till the Intending Allottee's share is so determined the Intending Allottee shall pay to the Promoter provisional monthly contribution of Rs. 1250 per month towards the outgoings. The amounts, for Maintenance Deposit & Maintenance Contribution so paid by the Intending Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the society or the association or the limited company as aforesaid.

9.2 The Promoter has full right to use the Common Maintenance Deposit paid by the Allottees for the common expenses of the scheme. The Promoter will return the balance amount of the CMD paid by the allottees to the society /association. The Promoter will not give any details of income & expenditure for the monthly maintenance paid by the members and used by the builder for the common amenities of the scheme at the time of handing over the society / association. In the future, member/s of the society/association shall not raise any dispute for the maintenance deposit & monthly maintenance.

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

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

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declare in the title report annexed to this agreement and has the requisite rights 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;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Intending Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Intending Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Intending Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Intending Allottees the Promoter shall handover lawful, vacant, peaceful, physical

possession of the Common areas of the Structure to the Association of the Intending Allottees

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

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

13. The Intending Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows :-

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

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

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

iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and

pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parris or other structural members in the Flat without the prior written permission of the Promoter and/or the Society.

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

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

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

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

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

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

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

14. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Intending Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society towards the out goings,

legal charges and shall utilize the amounts only for the purposes for which they have been received.

15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said any part thereof. The Intending Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Intending Allottee who has taken or agreed to take such Flat.

17. BINDING EFFECT

Forwarding this Agreement to the Intending Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Intending Allottee until, firstly, the Intending Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Intending Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Intending Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Intending Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Intending Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Intending Allottee, application of the Intending Allottee shall be treated as cancelled and all sums deposited by the Intending Allottee in connection therewith including the booking amount shall be returned to the Intending Allottee without any interest or compensation whatsoever.

18. **RIGHT TO AMEND** This Agreement may be amended through written consent of the Parties.

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

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

20. SEVERABILITY

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

21. 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.

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

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

SCHEDULE “ I ” ABOVE REFFRED TO :-

All that piece and parcel of land of residential Non –Agricultural land bearing Final Plot No. 62 admeasuring about 3354 sq. mtrs. of Town Planning Scheme No. 19 given in lieu of Survey No. 78 being at Moje Raysan, Taluka & District Gandhinagar is bounded as under :

On or towards the East	:	Final Plot No. 67
On or towards the West	:	Final Plot No. 63 & 283
On or towards the North	:	12.00 Mtrs Road
On or towards the South	:	Final Plot No. 396

SCHEDULE “ II ” ABOVE REFFRED TO :-

All That Flat No. X / **XXX**, **XXX Floor**, herein Carpet area admeasuring XXX sq. mtrs And XXX Sq. Mtrs Balcony & Wash Area With Undivided Land Area XXX Sq. Mtr. Situated in “**SILICONE NEST** ” Scheme Constructed On The Land More Particularly Described In Above SCHEDULE-1.

This Flat Is Bounded As Per Under :-

On or towards the East : XXX
 On or towards the West : XXX
 On or towards the North : XXX
 On or towards the South : XXX

-: SCHEDULE “III” ABOVE REFFRED TO :-

Main Gate & Tubewell	Lift - 2 NO.
Multipurpose Hall : 48.76 Sq. Mtr.	Underground / Overhead tank

First Schedule Above Referred to Description of the land and all other details. Second Schedule Above Referred Description of the Flat and . Third Schedule Above Referred to here set out the nature, extent and description of common areas and facilities.

First Schedule Above Referred to Description of the land and all other details. Second Schedule Above Referred Description of the Flat and Third Schedule Above Referred to here set out the nature, extent and description of common areas and facilities.

In witness whereof , the parties hereto have hereunto set and subscribe their hands hereunder on this date : 00 - 00 - 2021 at Gandhinagar

**THE PARTY OF
 THE FIRST PART
 VENDOR / DEVLOPER**

SILICONE Awas Pvt. Ltd. A Private
 Limited Company Through its Authorized
 Director MUKESHKUMAR D. PATEL

**THE PARTY OF
 THE SECOND PART
 PURCHASER**

XXXXXXXX