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Agreement for Sale of Immovable Property

This Agreement for Sale is made and executed at Surat on this _____ day of _____ in the Year 2023.....

Between

MAXIPLE BUILDCON LLP, (PAN NO. AAQFV0514N) A registered Address: Final Plot no. 39, TP NO 75 (Vesu-Abhva-Vesu)., Vesu, Taluka: Majura, Surat City, Surat, Gujarat **Through it's Authorised Partner ANKIT SURENDRAKUMAR AGRAWAL**, Age: 34, Occupation: Business, Residing at : E-409, Surya Palace, City Light, Surat.

Hereinafter referred to as the "VENDOR/PROMOTER/BUILDER"

(which expression unless it be repugnant to the context or meaning thereof shall mean and include the said partnership firm, its partners for the time being and from time to time, their respective legal heirs, executors, administrators and assigns etc.) **Party of the First Part**

AND

_____, Age : ____ years, Occupation: _____,
Residing at : _____.
PAN NO. : _____

Hereinafter shall be referred to as the "**ALLOTTEE(S)**" (Which expression shall, unless repugnant to the context or meaning thereof mean and include his/her / their legal heirs, executors and approved assigns / nominees only) **Party of the Second Part**

WHEREAS, THE VENDOR is the owner of the property situated at R. S. No. 238/1, T.P. Scheme No. 75 (Vesu- Magdalla- Gaviar-Abhva), Original Plot No. 39, Final Plot No. 39, area 2600-00 sq. mt. of Village Vesu, Taluka Majura, District Surat and it being the subject matter of these presents and herein after wherever the context permits so, referred to as '**the said Property/land**'.

AND WHEREAS the entire property bearing R. S. No. 238/1, T.P. Scheme No. 75 (Vesu- Magdalla- Gaviar-Abhva), Original Plot No. 39, Final Plot No. 39, area 2600-00 sq. mt. of Village Vesu, Taluka Majura, District Surat was purchased by the Vendor by a duly executed Sale Deed presented and registered in the office of the Sub-registrar at Surat vide No. 1750 on Dt. 31-01-2020 **AND WHEREAS** the said land was mutated in the name of the Vendor in the Record of Rights vide Mutation Entry No 9431, Dt 15.06.2020.

AND WHEREAS said VENDORS were desirous to develop the aforesaid land for Residential purpose and therefore the VENDORS got prepared plans for Residential Plan were approved by the Surat Municipal Corporation on Development Permission 17-04-2023 vide Rajachitthi No. TDO/ DP/No. 045 issued by Surat Municipal Corporation Surat. The District Development Officer, Surat vide his Order No.154/22/20/051/2019, dated 06-06-2019 permitted the said land for non-agricultural usage for Residential purpose which NA order was recorded in the Record of Rights vide Mutation Entry No. 9099, Dt.20-06-2019.

AND WHEREAS thus the Vendor is well and sufficiently entitled to develop the said property by implementing ownership Residential project therein.

AND WHEREAS the VENDOR launched the Residential project of development and sale of the units upon the said land under the name style as "**The Address**" (in short the "**Said Residential Project**"),

AND WHEREAS the Promoters have also appointed the Structural Engineer.....for structural designs and drawings of the Residential Project and the Promoters have accepted professional supervision of the Architects and the structural Engineers till the completion of the Residential Project.

AND WHEREAS the Promoters have appointed the legal advisor, who investigated the title to said Property and has granted the Title Certificate to the said Residential Project and same, is annexed herewith.

AND WHEREAS thus the Promoters, herein, are absolutely entitled to implement the Said Residential Project and to sell the proposed units therein on ownership basis;

AND WHEREAS the Promoters Firm have appointed to admit the execution of this Agreement by virtue of Power of Attorney registered in the Office of Sub-Registrar, Surat at **Sr.No.** **On Dt** to admit the execution of this Agreement.

AND WHEREAS the Promoter is in possession of the Residential Project land and are entitled and enjoined upon to construct Flats on the Residential Project land.

AND WHEREAS the Promoter has started to construct on the Residential Project land AND WHEREAS the Promoter has registered the Residential Project under the provisions of the RERA Act with the Real Estate Regulatory Authority at Surat wide **PR / GJ / SURAT / SURAT CITY / SUDA/RAA07408/A1R/060421** on Dt 06.04.2021.

AND WHEREAS the Promoter has sole and exclusive right to sell the Flats in the aforesaid Residential Project under construction at present by the Promoter on the Residential Project land and to enter into Agreements with the Allottee(s) of the Flat(s) and to receive sale consideration in respect thereof.

AND WHEREAS the Allottee(s) hereinabove being interested in purchasing a FLAT in the Said Residential Project, approached the Promoters.

AND WHEREAS the Allottee(s) has/have been shown the actual location of the Said Property, the Allottee(s) has also taken the inspection of all the documents of title such as property VII x XII extract, title sale deeds, search and title report, specifications, plans and designs as approved by the concerned Authorities and such other documents as contemplated under the provisions of various laws in force as applicable from time to time including the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "the said Act") and the Rules and Regulations made thereunder and the Allottee(s) is/are satisfied in respect of the same.

AND WHEREAS the Promoters supplied to the Allottee(s) true copies of all such documents as mentioned in various laws in force as applicable from time to time.

AND WHEREAS the Allottee(s) has/have perused all title documents provided by the Promoter and has/have satisfied himself/ herself/themselves about the marketability of title to the Said Property. **AND WHEREAS** the Promoters also showed the proposed Residential Project plans of the construction to the Allottee(s) and the Allottee(s) has/have also expressly agreed and understood that the Promoters/Vendors may amend, revise and alter the Residential Project layout/Residential Project plans from time to time in respect of Flats, spaces, users, areas to suit the Promoter's/Vendor's requirements and in spite of the same and having irrevocably consented thereto, however this consent is given with a condition that the Promoter shall not change the Open Space area as shown on Original sanction layout and location of Flat Residential Projects. The Allottee(s) applied to the Promoters for the purchase/allotment of the FLAT in the Said Residential Project for the consideration and by abiding the terms mentioned hereunder, the Promoters agreed therefore;

AND WHEREAS the Allottee(s) is aware of the fact that the Promoter has entered or will enter into similar and/or separate Agreements with several other Allottee(s), persons and parties in respect of Flats in the said Residential Project.

AND WHEREAS the Promoter has got some of the approvals from the

concerned local authority(ies) to the plans, the specifications, elevations, sections and of the said Residential Project and shall obtain the balance approvals from various authorities from time to time, so as to obtain Residential Project Completion Certificate or Occupancy Certificate of the said Residential Project.

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 Residential Project land and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Residential Project shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said Residential Project in accordance with the said proposed plans and the Development Agreement.

AND WHEREAS the Allottee(s) herein being desirous of purchasing a Flat, applied to the Promoter for allotment of the proposed **Flat No** on the of **Building No.** in the Residential Project known as "**The Address**" described hereinbelow and marked in red colour on the sketch plan annexed hereto under **Annexure** and hereinafter to be referred to and called as "said Flat" to be constructed on the said land.

AND WHEREAS Promoter also has annexed hereto the copies of following necessary documents:

Sr. no.	Particulars	Annexure
1	Certificate of Title	B
2	7/12 Extract of said properties	C
3	N.A. Order No.154/22/20/051/2019, dated 06-06-2019.	D
4	Development Permission 17-04-2023 vide Rajachitthi No. TDO/DP/No. 045 issued by Surat Municipal Corporation Surat	E

AND WHEREAS Allottee(s) after verification of above referred documents are satisfied about the clear and marketable title of the property and rights of the Promoter.

The Promoter herein shall construct the said Residential Project on the said property in accordance with the plans, designs and specifications as approved by the concerned local authority, from time to time.

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 4979.89 square meters only and Promoter has planned to utilize Floor Space Index is 4646.1 Sq mt Of by availing of TDR or FSI available on payment of premiums or FSI available as incentive 0 Sq Mt. FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of is 2339.94 Sq mt. as proposed to be utilized

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by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI.

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

AND WHEREAS in accordance with the requirement of the various laws in force as applicable from time to time, Promoter herein is executing these presents in favor of Allottee(s).

AND WHEREAS the carpet area of the said Flat aresq.mt. carpet area andsq.mt. built up area means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Flat.

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

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs./- (Rupees Only) payment mention below.

---: DETAILS OF PAYMENT :-

NAME OF THE BANK	CHEQUE NO. / RTGS / NEFT	DATE	AMOUNT
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Being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee (the payment and receipt whereof the Promoter hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

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

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

Sanctions:

The Promoter has got the layout and Residential Project plans for construction of 1 basements parking and ground floor plus 13th floors of **A** Tower and one basement parking and ground floor plus 13th floors of **B** Tower of the Said Residential Project approved from the Surat Municipal Corporation and obtained NA permission from the District Development Officer, Surat.

ALTERATION AND MODIFICATION OF SANCTIONED LAYOUT & RESIDENTIAL PROJECT PLANS:

The Promoter herein shall construct the said Residential Project on the said property in accordance with the plans, designs and specifications as approved by the concerned local authority, from time to time.

The Allottee(s) hereby agrees and give his / her / their irrevocable and unconditional consent to the Promoter/Vendor herein to carry out such, alterations, mo, higher ground modifications in the sanctioned layout/ Residential Project plans, as the Promoter/Vendor in its sole discretion thinks fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority provided that the Promoter/Vendor shall have to inform in writing to the Allottee(s) if such alterations and modifications adversely affect the carpet area of the said Flat of the Allottee(s). The Promoter/Vendor has made the Allottee(s) aware and the Allottee(s) hereby gives explicit no objection and irrevocable and unconditional consent to the Promoter/Vendor to prepare the new/revised layout and Residential Project plans, open space, open terrace, internal roads, position of dust bins, transformer plinths, plumbing stations etc. of the said land and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought necessary by the Promoter/Vendor or as and when required by the Promoter/Vendor, and for the said purposes to sign all plans, applications, NOCs etc. without in any manner making the Allottee(s) liable for any costs and affecting his/her interest, however the location of Residential Project will not be shifted/changed. However this consent is given by the Allottee(s) with a condition that the Promoter/Vendor shall not change the Open Space area as shown on Original sanction layout and location of Residential Project.

The Promoter / Vendor herein may be constructing the Residential Project on the said land in phases and the Allottee(s) herein undertakes not to raise any objection on any ground whatsoever & shall not obstruct the construction in any manner.

1. Consideration :

And whereas relying on the Allottee(s) representations and the assurances and subject to the terms and conditions mentioned in this agreement, the Promoter herein has agreed to sell and the Allottee(s) herein agreed to purchase proposed **Flat No..... , admeasuring carpet area about sq.mt., parking area about sq.mt, balcony and washing area about sq. mtr. as per RERA and built up area, sq.mt.** more particularly shown delineated and demarcated in red color in annexure A annexed hereto, at or for mutually concluded and agreed lump sum consideration of **Rs./- (Rupees..... only)** excluding expenses for stamp duty, registration fees, GST or any other taxes levied and other outgoings which shall be paid by Allottee(s) separately. The sale of the said Flat is on the basis of carpet area only. The Allottee(s) is/are aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately up to Three per cent from the pre-plaster/unfinished surface of the wall. The Allottee(s) irrevocably and unconditionally consents for the same. The promoter has agreed to provide the amenities in the said Flat which are more particularly described in the **Schedule B** written hereto. The Allottee(s) agrees not to question or challenge the said consideration the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.

2. Payment :

Manner of Payment :

The Allottee(s) has/have paid on or before execution of this Agreement the sum of **Rs./- (Rupees.....Only)** 10% of full ammount as part payment. The balance amount, if any, shall be paid by the Allottee(s) in the following manner:

- i) Amount of **Rs./-** (not exceeding 90% of the total consideration) to be paid to the Promoter by bellow mention shidual.
 - > Not execcding 30% of the total consideration to be paid to the Promoter after the execution of Agreement.
 - > Not execcding 45% of the total consideration to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Appartment is located.
 - > Not execcding 70% of the total consideration to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Appartment is located.
 - > Not execeeding 75% of the total consideration to be paid to the Promoter on completion of wall, interior plaster, flooring, doors of the said Appartment is located.
 - > Not execeeding 80% of the total consideration to be paid to the Promoter on completion of the sanitary fitting, staircases, lift wells, lobbies upto the floor level of the said Appartment.
 - > Not execeeding 85% of the total consideration to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Appartment is located.

- > Not exceeding 95% of the total consideration to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appurtenant and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- ii) Balance Amount of 5% **Rs...../-** against and at the time of giving possession and at the time of registration of deed of conveyance of the Flat to the Allottee(s) on or after receipt of occupancy certificate or completion certificate.

The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Residential Project payable by the Promoter) up to the date of handing over the possession of the Flat(s), which shall be separately payable by the Allottee(s) in the manner as may be decided by the Promoter.

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

The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 9% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter and the Vendor.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) 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 4 (four) 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 in excess of the defined limit then the Promoter and the Vendor shall refund the excess money paid by Allottee(s) within forty-five days with annual interest at the rate of 9%, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand additional amount from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square metre as agreed in Clause 1 of this Agreement.

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The Allottee(s) 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 their sole discretion deem fit and the Allottee undertakes not to object/ demand/direct the Promoter to adjust his payments in any manner.

The Promoter hereby agree 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 Allottee(s), obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

The Flat Allottee(s) shall make all the payments to the Promoter by Demand Draft RTGS, NEFT or by local cheques drawn in the name of the Promoter. If the Flat Allottee(s) makes payment by outstation cheques then the date of payment shall be the one when the same is credited to the account of the Promoter and to the extent the such amount is credited after deducting the commission of the Bank. The payment of the last installment shall be made by D.D. RTGS, NEFT or by local cheques & the possession of the said Flat shall only be handed over after the amount is realized and credited by the drawee bank.

It is made clear and agreed by and between the parties hereto that the Promoter shall not be bound to follow, chronological order of any of the stages of the above said stages/ installments and that the Promoter and the Vendor shall be at complete liberty to choose the chronology of the respective stages of the construction. The Allottee(s) agrees that the Promoter and the Vendor may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said Flat is also arrived on the assurance of the Allottee(s) to abide by the above payment schedule only and it will not be altered by the Allottee(s). The Allottee(s) shall be liable & bound to pay all the amount of installments within 15 days from the date of receipt of the demand Letter of installment by the Promoter and the Vendor, such Demand Letter may be in the form of SMS, whatsapp message, email or any other electronic form. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee(s) or Housing Finance Companies/Banks, etc. It is hereby agreed that the time for payment as specified above is the ESSENCE OF THIS AGREEMENT and on failure of the Allottee(s) to pay the same on due dates, it shall be deemed that the Allottee(s) has committed breach of this agreement and the Promoter shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement.

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due date, the Allottee(s) shall be bound and liable to pay interest @ 9% per annum with quarterly rests on all amounts which become due and payable by the Allottee(s) to the Promoter

till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall be construed as condonation by Promoter on such delay. The amount of interest shall be calculated after completion of the said Flat and the Allottee(s) has agreed to pay the same before taking possession of the said Flat.

Default in Payments and Termination :

On the Allottee(s) committing default in payment on due dates of any one installment due and payable under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or on the Allottee(s) committing breach of any one of the terms and conditions herein contained the Promoter shall be entitled at their own option to terminate this agreement.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee(s) 30 days prior notice in writing or by SMS, Whatsapp message, email or any other electronic form of their intention to terminate this agreement stating the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Allottee(s) in remedying such breach within the time of maximum 30 days.

Provided further that upon termination of this agreement as aforesaid, the Promoter shall simultaneously carry out the new booking of the said FLAT and refund the amount paid till that date by the Allottee(s) without interest and after deducting the 10% of the amount paid, towards damages, compensation only after selling/ disposing of the said Flat to any other person/s or party. However, the erstwhile Allottee(s) shall not have any other claim upon the Said FLAT itself or against the Promoters, except that of the amount to be refunded i.e. money claim without interest.

Incidental Payments :

In addition to the consideration amount mentioned above the Allottee(s) shall pay to the Promoter, before delivery of possession of the Said FLAT, such amounts for society/association formation, share money, legal and administrative charges as may be decided from time to time.

Promoter shall utilize the said sum to be paid by the Allottee(s) to the Promoter towards meeting all the legal costs, including the professional costs of the advocates of the Promoter in connection with formation of the society/ association.

Except the amount of balance maintenance, if any, and the share money, no other amount, expenses shall be transferred to the proposed society or association and this condition shall be the essence of this contract. Non-payment of amounts mentioned hereinabove shall invoke termination of this agreement as mentioned hereinabove.

Stipulation as to Maintenance:

Commencing a week after notice in writing is given by the Promoter to the Flat Allottee(s) that the possession of the said Flat/premises is ready to be

handed over to him/her/it/them, irrespective whether the Allottee(s) has/have taken possession of the said premises or not for any reason whatsoever the Flat Allottee(s) be liable to bear and pay to the Promoter such amounts as may be decided by the Promoters from time to time towards maintenance charges.

Promoter shall maintain the separate bank account for the aforesaid maintenance amount received from all the Flat Allottee(s) and give disclosure of all transactions/expenses\ in respect of that account to the said the prospective legal entity i.e. The Society/Association and shall hand over the same to the proposed legal entity at the time of execution of conveyance Deed by the Promoter. It is agreed and understood by the Allottee(s) that the aforesaid maintenance charges payable by the Allottee(s) to the Promoter is not for maintaining the Residential Project at least for any particular years and doesn't bind and/or can be construed as binding on the promoter to maintain the Residential Project out of the funds collected from the aforesaid maintenance amount for certain minimum year/s and/or till the ultimate body takes over the management and/or till the conveyance is done in favour of the ultimate body. It is further agreed and understood by the Allottee(s) that in case the Allottee(s) herein and /or the other Flat Allottee(s) in the said Residential Project, defaults in paying the maintenance charges for whatsoever reason it may be, then, in such event for the expenses incurred by the Promoter for maintaining the Residential Project, the Promoter shall have a charge on the individual Flat/s of the respective Allottee(s) and the Promoter is also entitled to stop maintaining the Residential Project by giving 15 days prior written notice and the Allottee(s) shall have no claim of whatsoever nature against the Promoter and the Vendor.

To avoid any doubts, it is agreed and understood by the Allottee(s) that the said amount is worked out on the basis of present market conditions, and if for any reason in future, on account of exhausting of said maintenance charges/fund and or due to any exigencies, additional amounts are required to be contributed for the maintenance charges, the Allottee(s) agree that he/she/ they shall be bound to contribute and pay to the Promoter proportionate amounts in that behalf as shall be demanded by the Promoter and or the agency carrying out the maintenance. Further, the Allottee(s) hereby agree to pay and/or reimburse to the Promoter or the Ultimate / Apex Body etc. the proportionate common maintenance expenses, in the event if the same is in excess of the aforesaid amount. The Allottee(s) shall indemnify and keep indemnified the Promoter against the aforesaid payments and charges.

Maintenance Shall be excluded of the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoing in respect of the said land and Residential Project namely local taxes, Property Taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance etc. which shall be paid and borne by the allottee extra.

Additional Amounts Payable in respect of SAID FLAT to be paid by the Allottee(s) Alone:

"If any Tax is levied by the Govt., Corporation and/or any other authority or authorities on the purchase, development of the said property and/or sale of the Flat etc. and/or any other incidents of this transaction including sales tax,

service tax, tax on transfer of property in goods involved in works contracts, VAT, GST and/or if there is any increase in the amount of deposit and other charges to be paid to the concerned authorities for **securing water and/or electricity connection, Gujarat Gas connection, Window Grill and Railing etc.** then the Flat Purchaser shall be liable to pay all such taxes, increases, deposits etc., even before or after possession of the said Flat, to the Promoter, when it is demanded by the Govt. Corporation, any other competent authorities etc. The Promoter shall not be liable to pay the same. The Flat Allottee(s) shall keep the Promoter indemnified from all or any of such taxes, increases, deposits etc. The Flat Allottee(s) has/ have hereby agreed to execute separate Indemnity Bond/s for all or any of the above purposes, if called for the Promoters to do so, before or after taking possession of the Flat."

That as per the prevailing laws Value Added Tax (VAT), GST and Service tax is applicable to the present transaction, the Allottee(s) has agreed to pay to the Promoter, the leviable amount therefore, simultaneously on execution of this agreement or if in case the same is not paid on execution hereof then the same shall be leviable and paid upon demand, the consideration of the present agreement shall be deemed to be increased to the extents of such applicable service tax amount and VAT and GST, nonpayment thereof shall ensue the termination of this agreement as mentioned above.

3. Construction, Design and Specifications :

a) The Promoters shall construct the Residential Project on the said land in accordance with the plans, designs, specifications which are and / or shall be approved/revised by the concerned local authority from time to time and the Promoter shall be entitled to make any changes in the said plan with such modifications, as the Promoter may consider suitable, expedient, beneficial and necessary and/or as may be required by the concerned local authority/ Government, be made in them or any of them the FLAT Allottee(s) hereby gives his/her express unconditional and irrevocable consent to such changes provided there will not be any changes in the area and Structure of the FLAT, along with Open space area as shown on original sanction layout and Location of the Residential Projects, agreed to be sold hereunder.

The Allottee(s) is/are aware that the perspectives/ elevation plans shown on the plans and/or in the brochures are tentative and are likely to undergo change(s) in course of construction which the Promoter at their sole discretion may think fit and proper or as may be required by the concern Authorities / Government to be made in them or any of them. The Allottee(s) shall have no objection / complaints of whatsoever on that account and hereby give his/her/ their irrevocable consent for such changes.

b) It is specifically understood that the Brochures, Compact Disc, advertising and marketing material published or to be published by the Promoter from time to time in respect of the Residential Project is just an advertisement material and contains various features

such as furniture layout in a tenement, vegetation and plantation shown around the Residential Project, color scheme, vehicles, etc. to increase the aesthetic value only and is not factual. These features / amenities are not agreed to be developed or provided by the Promoter to the Allottee(s). The Brochure is the tentative Residential Projection of the whole plan of the Residential Project. There may/will be variations depending on the practical and technical problems or if so desired by the Promoter and therefore the complex shall not/may not be the same as in the brochure/ master plan. The Promoter and the Vendor shall not be liable for such variations nor shall the Allottee(s) question anywise the same.

4. Assurance and Confirmation of Marketability of The Title :

The documents of title of the Said Property, Area Statements of the FLAT and the floor plan of the FLAT, have been shown to the Allottee(s) and were thoroughly inspected.

The Promoters hereby assure the Allottee(s) that the said Property is free from all encumbrances and that the Promoter have absolute, clear and marketable title and rights as the case may be, to the said Property so as to enable them to convey to the organization of owners i.e. society/association such absolute, clear and marketable title. The Promoters without prejudice to their entitlements and rights shall indemnify and hold harmless and do hereby indemnify and hold harmless to the Allottee(s) from any claims, demands which may raise due to defect in owner's title to the said land/Property.

5. Entitlements of the Promoter and the Vendor :

The Promoter shall have every right, authority, interest and entitlement at any time to make the Said Property with or without Residential Projects subject of any mortgage, charge, lien, loan, etc., and may in that case intimate such encumbrance to the Allottee(s) for their information.

The Promoter shall be entitled and authorised to create encumbrances, restricted areas, etc., in favour of any Government / local authority, etc., for giving infra-structural services like water, electricity, drainage, roads, accesses, enclosures, etc., for the benefits to the Allottee(s).

Unsold / Unconstructed Units the Absolute Property of Promoters:

The rights, interests, entitlements, etc., of the said society/ association and Flat holders shall ALWAYS BE SUBJECT to the overall rights and authorities of the Promoters to deal and dispose off such unsold Flats/ units as per their choice and on such terms and conditions and consideration as the Promoters may deem fit and proper. It is further agreed and understood by the Allottee(s) that the Promoters shall not be liable and /or required to contribute towards the common expenses, maintenance charges, etc., in respect of the said unsold Flats.

No Grant Demise or Assignment :

None of the actions, concessions or indulgence shown by the Promoter shall be presumed and/or be treated and/ or deemed to have been waived this preferential right or the right of pre-emption

or the right of first refusal of the Promoter, agreed to herein by the parties hereto. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the Said Property and Residential Project or any part thereof. The Allottee(s) shall have no claim save and except in respect of the said Flat hereby agreed to be sold to the Allottee(s), and areas such as open spaces, parking's, lobbies etc. will remain the property of the promoter until the said Land is conveyed to the ultimate body as agreed to be conveyed by the Promoter as per the terms and conditions of this agreement.

As stated in the Parking Statement in the Approved Plan the Promoter has already provided and constructed parking space in the one basements Accordingly, it is distinctly agreed by all the parties that all the present and future allottees shall be entitled to use the parking in common subject to such rules and conditions as may be decided by the Promoter and/or any Association/Society/Limited Company/Federation from time to time and the Allottee(s) specifically agrees and binds himself by this condition for parking.

The Promoter is aware that the Allottee(s) may obtain loan from financial institutions/ banks and the Promoter has no objection in mortgaging the said Flat to the financial institutions/ bank, Being desirous of purchasing/acquiring a Flat in the said Residential Project from the said Promoter with financial assistance from financial institutions/ bank, the Allottee(s) shall submit loan application to the said organization. In the event of financial institutions/bank sanctioning/granting a loan to the Allottee(s), the Allottee(s) hereby authorize financial institutions/bank to make disbursement thereof by making suitable adjustments against the advance or advances that may be granted by financial institutions/ bank to the Promoter under the advance disbursement facility (ADF).

The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ((FEMA), Reserve Bank of India Act, 1934 ('RBI' Act) and the rules and regulations made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India, etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the rules and regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the even of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she may be liable

for any action under FEMA of other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in regard to matters specified in clausd 5.8.1 above. The Allottee(s) shall keep the Promoter fully indemnified any harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not responsible towards any third partymaking payment / remittances on behalf of Allottee(s) and such third party shall not have any right in the application / allotment of the Said Flat in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

The promoter is aware that the Allottee(s) shall obtain loan against said Flat from financial institutions/bank and the same may be directly paid by said financial institutions/bank to the Promotor, as and when demanded.

6. Restrictions to the Rights of the Allottee(s) as to the Terms of this Agreement:

Except the FLAT agreed to be sold hereunder, the Allottee(s) shall not have any rights whatsoever in and over any areas built - up and/ or open, F.S.I. etc., and the Promoter alone shall have rights to deal with these as they deem fit and proper and consent for the same has been taken from Allottee(s).

That the Allottee(s) shall not be entitled to make any additions/ alterations in the elevations, exteriors so as to affect the same.

Stipulation as to Amenities and Extra Amenities etc. to the SAID FLAT UNIT:

The specifications of the Flat and fixtures, fittings and amenities to be provided by the promoters to the said Flat orto the Residential Project are described in the **Schedule B** annexed hereto and the common and restricted areas and facilities to be provided by the Promoter to the said Flat Allottee(s) are detailed in **Schedule B** hereunder. If any extrafitting, fixtures and / or amenities are required by the Allottee(s) then the Allottee(s) shall inform in writing to the Promoter and if it is possible for the Promoter, the Promoter herein attheir sole discretion may provide the same, at extra cost, only upon the Allottee(s) depositing the same with the Promoter for such additions, the bills raised by the Promotershall be final and binding on the Allottee(s).

Allottee(s) not to Part with the Benefits of this Agreement or SAID FLAT UNIT : The Allottee(s) shall not let, sublet, transfer, assign or part with his /her interest or benefit of thisagreement or part with possession of the said premises untilall the dues payable by him /her to the Promoter under thisagreement are fully paid up AND only if the Allottee(s) has

not been guilty of breach of or non - observance of any of the terms and conditions of this agreement AND unless and until he/she obtains previous consent in writing from the Promoter. Upon breach of this condition by the Allottee(s), his assignee transferee shall have no legal right to possess the SAID FLAT and to enjoy the benefits of these presents and such transferee/ assignee would also be subject to appropriate legal action along with such Allottee(s).

Terrace/s, Open Spaces Exclusively Allotted/ Sold:

It is also understood and agreed by and between the parties hereto that further constructions can be carried out by the Vendor in future as and when plans are approved.

Plans and Designs in Brochures etc. Tentative and Not Enforceable :

It is specifically understood by the Allottee(s) that the brochure(s)/ leaflet(s) published by the Promoters from time to time in respect of the Residential Project are just advertisement material and contain various features such as furniture layout in and plantation shown around the Residential Projects, color scheme, placements of vehicle(s), etc., to increase the aesthetic value of the whole Residential Project and they are not the facts or things to be provided/developed by the Promoter. The Purchaser has fully satisfied himself / herself / itself about the amenities, facilities, design of the construction and the over all project and shall not make any claim, dispute, suit, complain etc in regard to the same.

Allottee(s) not to cause Hindrance to the Construction Activities being carried out:

Promoters herein are constructing Residential Project on the said land in phases and the Vendor also proposes to develop and construct further / Flats as may be permitted by the Local and State authorities and the Allottee(s) shall not be entitled to raise any objection, obstruction, hindrance, etc., on whatsoever ground and also shall not claim any compensation/remuneration/ demands, etc., regarding such further floor construction and also allow one or more accesses for the same, as well as allow utilizing of the existing service lines such as water, drainage, electricity, etc., for the new phases or further floor constructions. The Allottee(s) has no objection & hereby given his/her/their irrevocable consent for the same.

7. Delivery of Possession and Terms Incidental Thereto :

The Promoters herein shall complete the construction of the said Flat in all respects on or before **31-12-2025** provided that the Allottee(s) shall have made payments of the installments towards the purchase price of the said Flat and other charges mentioned in this agreement without delay at times stipulated for payments thereof. The Promoter may not complete some of the common amenities to be provided to all Allottee(s). All such remaining amenities if any shall be completed while completion of the total Residential Project. The Allottee(s) shall not raise any dispute or litigation, complain, etc. regarding the common amenities or any

common areas etc. Even after occupying the Flat, constructional activities, undertaken by the Promoter on the said land, shall remain in force or work-in-progress shall be remain continued, in respect of the said Residential Project and therefore he/she/they may have to face certain difficulties Viz. Material obstacles, Noise, Dusting etc. The Allottee(s) shall co-operate with the Promoter and he/she/they shall not raise any objection/obstacle to the work in progress, as he/she/they is/are well aware of the facts, before occupying or taking possession of the Said Flat.

It is agreed by parties hereto that if the Promoter fails to give possession of the said Flat in accordance of period mentioned hereinabove, further 6 (Six) Months period shall be extended / allowed for completing the construction of said Flat in all respects. Even then if the Promoter fails to give possession of said Flat to the Allottee(s) in extended /allowed stipulated period of above, then the Promoter will pay compensation to per month, which will be in or according to prevailing market Rent of said Flat to the Flat Allottee(s) till the handover of Flat, except if such delay is due to the reasons beyond the control of the Developer. Provided however, that the Promoters herein shall be entitled to the extension of time for completing the construction of the said Flat in all respects after the aforesaid date, if the completion of the Residential Project in which the Flat is to be situated is delayed on account of:

- i) The Allottee(s) committing any default in payment of installment as mentioned hereinabove.
- ii) Any extra work to be carried out in the said Flat as per the requirement and at the costs of Allottee(s) /s.
- iii) Non - availability of steel, cement or any other Residential Project materials, water or electricity supply, labor, proper access, etc for any reason beyond the control of Promoter.
- iv) War, civil commotion or act of God such as floods, earthquake, heavy monsoon etc.
- v) Any notice, order, rules or notification of the government and /or public or competent authority.
- vi) Delay in grant of any NOC/permissions/licenses/ connections/ installation of any services such as lifts, electricity, water connections and meters to the Residential Project FLAT, road NOC etc., or Occupancy (Completion) Certificate from appropriate authority.
- vii) Death and/or permanent disability of key representative of the Promoter.
- viii) After completion of construction in all respects of the Flat, the Promoter herein shall inform the Allottee(s) that the said Flat is ready for use and occupation and on receipt of such letter the Allottee(s) shall inspect the said Flat in all respects and get satisfied himself about the quality etc. of the said FLAT. After Allottee(s) is/

are satisfied herself/himself/themselves as aforesaid, at his /her /their request, the Promoter herein shall give possession of the said Flat to the Allottee(s) ONLY IF the Allottee(s) has not committed any default in payment of consideration in installments and the other dues on their due date respectively to the Promoters as agreed or as mutually revised. Taking of possession of the FLAT by the Allottee(s) after completing all the formalities such as, full and final payment, giving indemnity, possession receipt etc., shall mean that he/she/they is/are fully satisfied about all aspects of the FLAT and that, he has waived all his complaints etc., if any.

The Allottee(s) shall pay all necessary amounts, advances, and deposits, VAT, GST, service tax and other dues under this agreement and take possession of the said Flat within 15 days from the Promoter intimating to the Allottee(s) that the said Flat is ready for use and occupation. In the event of failure on the part of the Allottee(s) to pay all amounts due and take possession of the said Flat, without any reasonable cause, the Promoter shall be entitled, without prejudice to any other remedy available under this agreement or any enactment, and after giving a prior notice of 30 days, to terminate the said agreement and sell the said Flat to any other person entirely at the risk as to cost and consequences of the Allottee(s).

Even upon delivery of possession of the Said Flat to the Allottee(s) herein, the Promoter shall be entitled, without any permission from the Flat Allottee(s) or organization of Flat holders to carry out the balance construction activities upon the said property.

Area Of Flat :

Before taking delivery of possession of the said Flat, the Flat Allottee(s) shall satisfy himself about the correctness of the area of the said Flat and about the quality of construction work and specifications and amenities provided. After delivery of the possession of the said Flat, the Flat Allottee(s) shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

8. Restrictions as to Use of Said FLAT Premises (Said Premises) by the Allottee(s):

The Allottee(s) shall use the said premises or any part thereof or permit the same to be used for the purpose prescribed under the sanctioned plan i.e. only and shall not use the said Flat for any purpose other than permitted/sanctioned. He/she/they shall not use the parking space for any other purpose than for parking the Allottee(s)'s own vehicles. The Allottee(s) shall not construct / put any enclosures to any places in the Flat/parking/ passage etc.

To preserve the aesthetics of the elevations of the Residential Project no Allottee(s) of the FLAT shall be entitled to install Air Conditions Units, Window Air Conditioner Units except at the specified space, thereby affecting the elevations at the frontage as well as affecting the common use of the passages, lobbies and common areas in the Residential Project.

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The Allottee(s) shall maintain the premises at his own costs in good repairs and conditions and shall not do or suffer to be done anything in or to the Residential Project or the premises, lift, staircases or common passages, parking spaces which may be against the rules, of the concerned authority or the organization of the holders in the Residential Project.

The Allottee(s) shall not store in the said premises any goods which are of hazardous, combustible, dangerous nature or so heavy as may damage the construction or structure of the Residential Project /s or are objected to by the concerned local authority and /or by the Promoters and shall not carry or cause to be carried heavy packages to the upper floors which are likely to damage the staircases, common passages or any other structure of the Residential Project including entrance of the premises and the Allottee(s) /s shall be liable for legal, financial and other consequences of breach of this clause and shall be liable to keep indemnified all who shall suffer from such acts of the Allottee(s).

The Allottee(s) shall not at any time demolish or cause to be demolished the said premises or any part thereof nor shall at any time make or cause to be made any addition or alteration of whatever nature to the said premises or any part thereof, nor make any alterations in the elevation and outside color of the said premises and shall keep the partition walls, sewers, drains, pipes in the said premises and appurtenances thereto in good tenable repair and conditions and in particular so as to support, shelter and protect the other parts of the said Residential Project /s and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. Partis or other structural members in the said premises without the prior written permission of the Promoters;

The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Commercial Complex or any part thereof.

The Allottee(s) shall not throw dirt, rubbish, rags, garbage or permit the same to be thrown from the said premises in the compound or any portion of the land and Residential Project.

That the Allottee(s) shall observe and perform all the rules and regulations, which the Society/Association may adopt at its inception and the additions, alterations or amendments thereof that may have been made from time to time. The Allottee(s) shall pay and contribute regularly and punctually towards the taxes, maintenance expenses, or other outgoings in accordance with the terms of this agreement.

With a view to maintain the aesthetic / beauty of the Residential Project, the Allottee(s) shall not allow to Allottee(s) to put any Sliding windows of his/ her/their choice. The Allottee(s) shall put/display

their name boards, hoardings etc. only at the space provided by the Promoters for the purpose, accordingly no other signs, boards etc. shall be put/installed anywhere in the premises of the Residential Project, without prior permission in writing from Promoters or the Society/ Association when it is formed.

The Flat Allottee(s) agrees to pay the necessary tanker water or bore-well charges as may be required to be paid from time to time and is fully aware about this fact and shall not take any objection regarding this matter and shall keep Promoter indemnified at all times.

9. Formation of the Organization of Allottee(s) in the Residential Project and Final Conveyance:

The Allottee shall pay to the Promoter a sum of Rs. 5,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter but excluding stamp duty and registration fees which shall be paid extra, in connection with formation of the said Society/Association, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing the conveyance.

At the time of registration of conveyance of the Flat, the Allottee(s) shall bear and pay to the Promoter stamp duty and registration charges on the value of the Flat and also Allottee(s)' share of stamp duty and registration charges payable, by the said society/ association on such conveyance or lease or any document or instrument of transfer in respect of the common services and/or structure of the said land to be executed in favour of the society/ association, or Limited Company, or Apex Body or Federation.

Restriction on the Proposed Organization of the Holders: It is also expressly agreed by and between the parties hereto that whenever the Promoter, Vendor and /or the persons claiming through them, construct further floors or buildings on the said site or on any portions of the lands, or any other adjacent survey number, the Association/Society shall accept the Allottee(s) of Flats or commercial units which will be either extension of the said Residential Project or as an independent unit, as its member(s).

Special Covenants:

After the possession of the Flat/ premises/ Residential Project is handed over or after getting the completion certificate of the Residential Project by concerned local authority if any work thereafter is required to be carried out by the Govt. or Municipal Corporation or any statutory authority, the same shall be carried out by the Allottee(s) in cooperation with the Allottee(s) of the other Flats in the said Residential Project at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

Neither the Allottee(s) nor the occupier of the Said Flat shall put up any name or sign-board, publicity or advertisement material outside the Said Flat or anywhere in the Common Area. The Allottee(s) shall be allowed to put up his name - plate at the space provided by the Promoter for this purpose.

No internal changes in the Said Flat shall be made or allowed to be made by the Allottee(s). That may Damage the structure (Core cut or damage to beam / column) and in case if damage occurs to surrounding property then the allottee will have to bear the expenses.

The Allottee(s) agrees ledges (and the Allottee(s) shall cause the Maintenance Society to agree and ratify) that the Promoter shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and / or create any right, title or interest in the unsold Retail Flat(s) without any consent / no-objection of any nature whatsoever in this regard from and payment to any transfer fees to the Maintenance Society and such allottee(s) of such unsold Retail Flat(s) shall deemed to be a member of the Maintenance Society. Where consents and / or permission may be required from the Maintenance Society pursuant to Applicable Law (illustratively, for electricity), the Allottee(s) shall cause the Maintenance Society to issue such consents and, or, permission forthwith on request.

The Allottee(s) agrees and acknowledges that it shall forthwith admit any allottee(s) of Retail Flat(s) in the Project and shall forthwith issue share certificates and other necessary documents in favour of such allottee(s), without raising any dispute or objection to the same and without charging / recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the allottee(s) / lessees / occupant of these unsold Retail Flat(s) shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Common Facilities at par with any other member of the Maintenance Society.

The Allottee(s) hereto agrees and acknowledges that at the time of handover of the Maintenance Society, the Promoter shall earmark certain parking spaces for use by such unsold Retail Flat(s) and the Allottee(s) hereby agrees and shall cause the Maintenance Society to ensure that these car parking spaces are kept available for use by the allottee(s) / occupants of the unsold Retail Flat(s). The Allottee(s) undertake/s that if any Certificate, Order, No Objection, etc. is required to be produced by the Allottee(s) herein under any law and rules in force in any time, the same shall be produced by the Allottee(s) herein within the stipulated time.

Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Allottee(s) in respect of the said Flat, the Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said Residential Project or under this agreement.

10. Costs of this Agreement and Registration:

All costs, charges and expenses, including stamp duty, registration charges and out of pocket and other expenses in connection with the preparation and execution of this agreement as well as of the conveyance /s or other documents and of the formation, registration of Society/Association etc. shall be borne and paid by all the Allottee(s) of the premises in the said Residential Project in proportion to the purchase price of their respective premises and / or in proportion to the area of his / her premises with respect to the total area under sale and the decision of the Promoter in this matter shall be final and binding on the allottee(s).

11. Address For Service of Legal Notices and other Correspondence etc.:

All notices to be served on the Allottee(s) as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee(s) by speed post, sms, whatsapp message, email, registered post A. D. or by hand delivery at his/her address as given in the title of this agreement and/or other address as may be provided by the Allottee(s) in writing from time to time.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND VENDOR:

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

- i) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexure 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 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 Allottee(s) under this Agreement;

viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee(s) in the manner contemplated in this Agreement;

ix) At the time of execution of the conveyance deed of the Flat, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Society/ Association of the Allottee(s);

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 Allottee(s) or himself/themselves with intention to bring all persons into whose hands the Flat may come, hereby covenants with the Promoter and the Vendor as follows :-

i) To maintain the Flat at the Allottee(s)' own cost in good and tenable 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) 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 Allottee(s) 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 Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iii) 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 tenable 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, Partis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company or the Association.
- iv) 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.
- v) 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.
- vi) Pay to the Promoter and the Vendor within fifteen days of demand by the Promoter and the Vendor, 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.
- vii) 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 Allottee(s) for any purposes other than for purpose for which it is sold.
- viii) The Allottee(s) 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 Allottee to the Promoter under this Agreement are fully paid up.
- ix) The Allottee(s) shall observe and perform all the rules and regulations which the Society or Association or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Society/

Association/Limited Company/Apex Body/ Federation regarding the occupancy and use of the Flat, parking space, passages etc. in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

x) The Allottee(s) 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 Allottee as advance or deposit, sums received on account of the share, capital for the promotion of the Co-operative Society or association or Company or towards the 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 Flat or of the said Plot and Building or any part thereof. The 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 and the Vendor execute this Agreement, they 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 Allottee(s) who has taken or agreed to take such Flat.

17. BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee(s) shall be treated as cancelled and all sums deposited by

the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

18. ENTIRE AGREEMENT :

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

19. RIGHT TO AMEND :

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE

/ SUBSEQUENT ALLOTTEES :

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

21. 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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the Residential Project.

23. FURTHER ASSURANCES :

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

24. PLACE OF EXECUTION :

The execution of this Agreement shall be complete only upon its execution by the Promoter at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s). After the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub- Registrar. Hence this Agreement shall be deemed to have been executed at Surat.

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

26. JOINT ALLOTTEES :

That in case there are Joint Allottees all communications shall be sent by the Promoter and/or the Vendor to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

27. STAMP DUTY AND REGISTRATION :

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

28. GOVERNING LAW :

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

29. Representations on Behalf of the Allottee(s) :

The Allottee(s) hereby irrevocably consent and authorize the Promoters and /or to their agents, nominees, etc., to represent him /her /them in all matters regarding property tax assessments, reassessments before the Grampanchayat, Revenue Authorities, Electricity Board, Municipal Authorities etc. and the decisions taken by the Promoters in that regard shall be final and binding on the Allottee(s). The Promoters are also hereby authorized and empowered to represent the Allottee(s) /s in all departments of the Municipal Corporation, Collectorate, road, water, Residential Project tax assessment departments, Governments and Semi - Govt. departments etc., and whatever acts, deeds, things and matters done by the Promoters on behalf of the Allottee(s) shall stand ratified and confirmed by the Allottee(s). The Allottee(s) agrees that the decisions taken by the Promoter in these aspects shall be final and binding on the Allottee(s).

30. Settlement of Disputes :

In case of any dispute arising between the Parties to this Agreement, the matter shall be resolved through RERA Act.

Not with standing anything contained hereinabove the Court of Surat shall have exclusive jurisdiction to try, entertain and decide any dispute herein.

31. The Promoter hereby assures to rectify any structural defect or any other defect in workmanship, quality or supervision without any further charge if any such defect is brought to the notice by the Allottee(s) within a period of 5 years from the date of handing over of possession. However, the defect liability of the Promoter will cease to exist in case of normal wear and tear due to weathering, negligence on part of the Allottee (if the Flat is kept closed i.e. without any ventilation for a period of more than 90 days), force majeure, damage to electrical equipments due to voltage fluctuations or due to any reason beyond the control of the Promoter.

:: DESCRIPTION OF PROPERTY AGREED TO BE SOLD ::

Flat No., admeasuringsq.mt. carpet area, parking area about sq. mtr. as per RERA or sq.mt. built up area and Balcony & wash areasq.mt. on the Floor of Building No.....in undivided share of land in the Residential Project known as "The Address" situated on the land bearing R. S. No. 238/1, T.P. Scheme No. 75 (Vesu- Magdalla- Gaviar- Abhva), Original Plot No. 39, Final Plot No. 39, area 2600-00 sq. mt. of Village Vesu, Taluka Majura, District- Surat.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY, DATE AND PLACE MENTIONED HEREINABOVE

MAXIPLE BUILDCON LLP Through it's Authorised Partner ANKIT SURENDRAKUMAR AGRAWAL

WITNESSES :

SCHEDULE A

:: DESCRIPTION OF PROPERTY AGREED TO BE SOLD ::

Flat No., admeasuringsq.mt. carpet area, parking area about sq. mtr. as per RERA or sq.mt. builtup area and Balcony & wash areasq.mt. on the Floor of Building No.....in undivided share of land in the Residential Project known as "The Address" situated on the land bearing R. S. No. 238/1, T.P.Scheme No. 75 (Vesu- Magdalla- Gaviar-Abhva), Original Plot No. 39, Final Plot No. 39, area 2600-00 sq. mt. of Village Vesu, Taluka Majura, District- Surat.

SCHEDULE B

FLOOR PLAN OF THE FLAT

ANNEXURE A

Authenticated copies of the plans and specifications, map of piping of electrification and water supply of the Flat agreed to be purchased by the Allottee(s) as approved by the concerned local authority are attached hereto.

ANNEXURE B

Authenticated copy of the Registration Certificate of the Project granted by the RERA Authority is attached hereto.

ANNEXURE C

SPECIFICATION AND AMENITIES FOR THE FLAT

Structure

- * RCC structure

Walls and Ceilings

- * Finish surface to inner walls in the entire Flat
- * weather proof acrylic good quality external paint

Electrical

- * Branded wiring
- * Switches of reputed brand
- * DG backup for common area

Flooring

- * Vitrified tiles with skirting in the entire Flat.

Windows

- * Sliding aluminum window

Eco - friendly Features

- * AAC block walls
- * Rainwater harvesting

AMENITIES

- * Common Passenger Lifts
- * Common Toilet Block
- * Common Basement Parking
- * Compound Wall along the periphery with gates
- * Garden in the campus
- * DG power backup for common lighting and lifts
- * Common bore well
- * Any Additional or other extra work will be carried out at extra cost to be paid in advance as per the estimate given by the PROMOTERS/ BUILDERS.