

TRANSFER DEED

THIS TRANSFER DEED is executed and signed on this _____ day of _____, 202_:

BY AND BETWEEN

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

AND

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

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

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

The— Vendor and the Purchaser— are hereinafter collectively referred to as “the Parties” and individually as a “Party”.

WHEREAS:

- A. The Vendor is a well-known Real Estate Developer who is known for its quality construction and business ethics.;
- B. Gujarat International Finance Tec-City Company Limited (“GIFTCL”) is developing a global financial services hub, known as GIFT City, on various land parcels, situated and lying at Taluka and District Gandhinagar, Gujarat (“GIFT City”), which will cater to India’s large financial services potential by offering global firms, the world class infrastructure and facilities.
- C. The Development Plan of the GIFT City area was approved by Urban Development and Urban Housing Department, Government of Gujarat, vide Notification No. GH/V/170/2011/GIFT-102011-2523-L dated 19th October, 2011, with land earmarked for various land uses like Commercial, Residential and Institutional etc. including the infrastructure. GIFT City comprises of SEZ area and Non-SEZ area. GIFTCL (the Holding Company) is developing Non-SEZ area of GIFT City and GIFT SEZ Ltd. (a 100% Subsidiary Company of GIFTCL) is developing the SEZ area of GIFT City.
- D. For the purpose of development of the GIFT City in the manner stipulated hereinabove, the Government of Gujarat (“GoG”) vide

Government Resolution Nos. JMN/222007/1966/A.1 and JGDH/1608/655/GH both dated 22nd March 2011 read with Order No. CB/JMN/Vashi. 6254 to 6270/2011 dated 15th April, 2011 of the District Collector, Gandhinagar and Government Resolution No. JMN/222007/1966/A.1 dated 7th June 2011 and Order No. CB/JMN/Vashi. 8466 to 8480/2011 dated 10th June 2011 of the District Collector, Gandhinagar, transferred land admeasuring 412 acres to GIFTCL (hereinafter referred to as the “**GIFTCL Land**” or “**SEZ Area**”) and land admeasuring 261 acres to GIFT SEZ Limited (hereinafter referred to as “**SEZ land**” or “**SEZ area**”) situated at villages in Ratanpur, Pirojpur, Shahpur and Valad, Taluka and District-Gandhinagar, Gujarat.

- E. GoG has vide amended GR No. JMN/222007/1966(PART)/A.1 dated 08th March, 2021 revised condition no. 9 of the GR, for the residential premises in GIFT City, wherein it has been provided that, first 5000 residential units can be purchased and used by any person, company or firm. This benefit will be applicable/valid for the units whose construction has started by 31.03.2023 or if the construction of 5000 units has already started, whichever is earlier.
- F. GIFT SEZ Ltd. is developing Multi Service SEZ over an area of 105.4386 Hectares (261 Acres) of land within the GIFT City area, covering processing and non-processing area, as per the provisions of the Special Economic Zone Act, 2005 (“**SEZ Act**”) & Special Economic Zones Rules, 2006 (“**SEZ Rules**”) of the Government of India.
- G. The Central Government vide its notification no. S.O. 1910 (E) dated 18th August, 2011, under sub-section (1) of Section 4 of the SEZ Act read with Rule 8 of the SEZ Rules has notified over an area of 105.4386 Hectares (261 Acres) of land at Villages- Pirojpur and Ratanpur, Taluka- Gandhinagar, District-Gandhinagar in the State of Gujarat for

development, operation and maintenance, as a sector specific multi-services Special Economic Zone (hereinafter referred to as “**GIFT SEZ**”).

- H. The Government of India, Ministry of Commerce and Industry, Department of Commerce vide its letter dated 27th December 2011 has conveyed the approval for setting up of International Financial Services Centre (IFSC) in the said GIFT SEZ Area.
- I. The Central Government vide Notification No. G.S.R.5 (E) dated 2nd January, 2015, added Rule 11A in the SEZ Rules whereby the social or commercial infrastructure and other facilities are permitted to be used by both the SEZ and Domestic Tariff Area (DTA) entities in “Dual-use Non-Processing Area” in the Special Economic Zone.
- J. The Government of India, Ministry of Commerce and Industry, Department of Commerce vide its letter No. F.1/145/2007-SEZ dated 8th February, 2022, has given approval for creation of Dual use Area in the demarcated non-processing area of GIFT SEZ, under Rule 11-A of the SEZ Rules, 2006.
- K. B.U Bhandari Projects (“B.U Bhandari”) had vide letter dated 19th May, 2022 requested GIFT SEZ Ltd. for allotment of Development Rights (*as defined below*) of about 2,50,000 sq. ft. of Built-Up Area (BUA) for development of Residential building in the SEZ area of GIFT City (“**the Proposal**”). GIFT SEZ Ltd. accepted the request of B.U Bhandari and had issued a provisional letter of allotment having Ref. No. GIFTSEZ/BDM/CLIENTS/ 2022/11-01/189 dated 31st May, 2022 to B.U Bhandari Projects.
- L. Thereafter, B.U Bhandari vide its letter dated 14th July, 2022 has informed GIFT SEZ Ltd. that they intend to develop the Project (*as defined below*) through a new entity “Bhandari and Sangath Builders LLP”, the Vendor herein, instead of “B.U Bhandari Projects”.

M. Accordingly, GIFT SEZ Ltd. issued a Provisional Letter of Allotment having dated 18th July, 2022 ("**PLOA**") in favour of the Vendor and agreed to grant Development Rights of minimum 2,50,000 sq. ft. in favour of the Vendor for development of the residential building in the Non-Processing Area of GIFT SEZ in GIFT City, on the Allotted Land (*as defined hereinbelow*) including additions, modifications, alternations and extensions thereto as may be affected by the Vendor from time to time, as per the plans and layouts approved and sanctioned by Competent Authority ("**Project**").

A.N. The Vendor obtained the requisite approval from Board of Approval ("BoA"), Ministry of Commerce and Industry (MoCI) vide letter dated 17th August, 2022 and thereby has been granted co-developer status under the SEZ Act, for the development of the said Project on the Allotted Land.

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B.O. Pursuant to the said PLOA and approval from the BoA, the Vendor has entered into a Co-Development Agreement dated 16th September, 2022 with GIFT SEZ Ltd., for development of the said Project on the Allotted Land.

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C.P. By an Agreement to Lease cum Development Agreement dated 23/12/2022, duly registered with the office of the Sub-Registrar of assurances at Gandhinagar Under Serial No.55818 AND Duplicate under Serial No: _____ (hereinafter referred to as the "ATL") the Vendor was granted Development Rights for the development of the said Project on all that piece and parcel of land admeasuring 3872 Sq. Mtrs. (basement extent) or thereabout, bearing Survey No.500 (Old Survey No.262/1-P) situate, lying and being at Village Ratanpur, Taluka and District Gandhinagar- Gujarat and situated on building footprint 16C, being part of Block 16, in the Dual Use Non-Processing area of GIFT SEZ in GIFT City, Gandhinagar-Gujarat, more particularly described in [Schedule-I] hereunder written (hereinafter referred to as "the Said Land") as delineated by boundary lines in Annexure-B.

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Q. Thereafter, based on the request of the Promoter vide letter dated 07th March 2023, GIFT SEZ Ltd. issued an Addendum No.1 dated 15th March 2023 to the PLOA ("**Addendum No.1**") agreeing to grant additional building extent of 171 sq. mts. and additional development rights of 56860 sq. ft. Accordingly, the building extent increased to 2350 sq. mts. and the development rights increased to 3,06,860 sq. ft.

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R. Further, based on request of the Promoter vide letter dated 28th March 2023, GIFT SEZ Ltd. issued an Addendum No.2 dated 05th April 2023 to the PLOA ("Addendum No.2") agreeing to grant additional building extent of 97 sq. mts. and additional development rights of 34724.66 sq. ft. Accordingly, the building extent increased to 2447 sq. mts. and the development rights increased to 3,41,584.66 sq. ft.

S. Subsequently, based on request of the Promoter vide letter dated 17th April 2023 and based on the Development Permission, GIFT SEZ Ltd. issued an Addendum No.3 dated 25th April 2023 to the PLOA ("Addendum No.3") agreeing to grant additional development rights of 6143.88 sq. ft., thereby increasing the total development rights to 3,47,728.54 sq. ft. Further, GIFT SEZ Ltd. also agreed to convert 13712.69 sq. ft. of development rights from residential to commercial category.

T. Thereafter, GIFT SEZ Ltd. has executed a Supplemental Agreement to Lease Cum Development Agreement dated _____ ("Supplemental ATL") in favour of the Promoter to give effect to the Addendum No.1, Addendum No.2 and Addendum No.3. The Supplemental ATL is duly registered with the office of the Sub-Registrar of Assurances, Gandhinagar vide Registration No. _____.

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N.U. The Town Planning officer, GIFT Urban Development Authority (hereinafter referred to as "GIFT UDA") duly approved the layout and building plans for the development of Residential Use building on the said land of 3872 sq. mtrs. under Commencement Certificate No. _____ dated _____. As per the said permission, the Vendor/Promoter has developed _____ Towers comprising of a total number of _____ residential units on the Project Land along with parking and Common Areas and Facilities.

Q.V. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the said Authority has issued a Registration Certificate of Project dated _____ bearing reference no. _____ and this permission has been inspected by the Allottee and the Allottee is satisfied in respect thereof. A copy of the said Registration Certificate is annexed herewith.

P.W. The Allottee had approached the Promoter to purchase a residential unit in the Project and on discussions and negotiations with the Promoter, the Allottee had agreed to purchase unit being Unit No. _____, admeasuring about _____ sq.ft / _____ sq.mtrs Carpet Area as per RERA and exclusive balcony having approximate area of _____ sq.ft./ _____ sq. mtrs. and exclusive wash area of _____ sq, ft / _____ sq. mtrs, together with the proportionate undivided leasehold right/share admeasuring about _____ sq.mtrs in the Project Land and the proportionate right to use Common Areas and Facilities appurtenant to the premises, more particularly described in the Second Schedule mentioned hereunder.

Q.X. In furtherance to the aforesaid, the Allottee and the Promoter have executed an Agreement For Transfer dated _____, duly registered at the Office of the sub-registrar of Assurances under serial no. _____ ("AFSAFT"), wherein *inter alia* the terms of Transfer and purchase of the said Unit, terms for the purposes of use, possession and occupying the said Apartment etc. are stipulated.

R.Y. Occupancy Certificate for use of the residential units in the building where the said Unit is situated is granted by The Town Planning officer, GIFT Urban Development Authority vide its order bearing No _____ dated _____.

S.Z. Thereafter, vide Lease Deed dated _____ duly registered with the office of the Sub-Registrar vide Serial No. _____ dated _____, GIFT SEZ Ltd. has given the said Land on lease to the Promoter for a period of 99 (Ninety-Nine) years, effective from the date of execution of the ATL-.

T.AA. The Promoter has already furnished a copy of all the requisite documents including, but not limited to, the following to the Allottee, which the Allottee had read and verified such documents and shall not raise any dispute / objection / question in respect of the same:

1. Title documents including the title certificate issued by the legal advisors of the Project, relating to the Project Land;
2. Sanctioned plans and development permission issued by the concerned authority;
3. Project specifications and related details;
4. Occupancy Certificate;
5. such other requisite documents.

The Allottee has himself / herself / itself and / or through its advocates/consultants verified all details and documents and the Allottee is fully satisfied about the right, title and interest of the The Promoter with respect to Project Land on which the said Project is developed, regarding all the permissions obtained by the The Promoter and development of the Project in general and in future the Allottee shall not raise any dispute, objection in respect of the same. The Allottee has also verified the documents filed/uploaded by the The Promoter with the RERA Authority and is agreeable and satisfied with the same.

U-BB. The Promoter has formed the Service Society named “_____” hereinafter referred to as “said Service Society”, under the provisions of the Gujarat Co. Operative Society Act, 1961, bearing Registration No. _____.

V-CC. The Allottee has made payment of the consideration towards purchase of the said Unit being ₹ _____/- (“Sale Consideration”) as detailed in payment schedule hereunder written. The Sale Consideration mentioned hereinabove is inclusive of the price for the appurtenant areas of the said Unit meant for exclusive use of the Allottee. The Sale Consideration is also inclusive of allocation of _____ car parking spaces and right to use the Common Areas and Facilities of the said Project.

W-DD. In view of the aforesaid, the Parties are now desirous to execute this Deed recording conveyance of the said Unit from the Promoter to the Allottee.

NOW THIS DEED WITNESSETH THAT:

1. In consideration of the payment of the Sale Consideration by the Allottee to the Promoter, receipt of which is acknowledged by the Promoter, the Promoter doth hereby convey, grant, transfer and assure unto the Allottee the said Unit, being Unit No. _____ admeasuring about _____sq.ft./_____ sq. mtrs. Carpet Area as per RERA and exclusive balcony having approximate area of _____sq.ft./ _____ sq. mtrs. and exclusive wash area of _____sq. ft. / _____sq. mtrs. (shown in floor plan annexed herewith highlighted with red color boundary) together with the proportionate undivided leasehold right/share admeasuring about _____ sq.mtrs in the Project Land more particularly described in the Second Schedule hereunder written, along with the proportionate right to use Common Areas and Facilities and to have and to hold the said Unit hereby, granted, conveyed and assured or intended or ex-pressed so to be with their and every of their rights, title, interest, easement and appurtenances unto and to the use and benefit of the Allottee/s forever as full owner and as member of the Service Society and subject to the rules, regulations and resolutions of the Service Society and also subject to the terms, conditions, limitations and restrictions stated hereunder in this Deed.
2. Representations, Warranties and Covenants of the Allottee
The Allottee doth hereby represents, warrants, covenants and undertakes as under:
 - a) Quiet, vacant and peaceful actual possession of the said Unit is delivered by the Promoter herein to the Allottee and the Allottee acknowledges such delivery and possession of the said Unit by the Promoter in good and proper condition. The Allottee has verified and is satisfied with the quality of construction, specifications, fixtures fittings, common areas and amenities, and project facilities, etc. and he/she/it shall not raise any objections/claims in this respect in future. The Allottee has also verified the physical condition of the said Unit and is satisfied with the same. The Allottee has completely satisfied himself/ herself with regards to the

measurement of carpet area of the said Unit and its construction and development and has no objections in this regard and shall not raise any dispute in future.

- b) The Allottee/s agree that though he/she/they has/have become free, independent and absolute owner/s of the said Unit, however the same shall be used, occupied and transferred by the Allottee/s as per rules and regulations that shall be framed by the Service Society.
- c) The Allottee/s shall observe and perform all the rules and regulations which the Service Society 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 Project and the Unit therein and for the observance and performance of the Project rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Service Society regarding the occupancy and use of the said Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings towards / related to the same. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Promoter/ Service Society regarding the occupancy and use of the said Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Deed and AFS.
- d) All the common amenities and facilities shall be shared and used by all owners/occupiers of the project.
- e) The Allottee may at all time hereafter peaceably and quietly enter upon, have, occupy, possess and enjoy the said Unit and receive the rents and profits thereof and of every part there to and for his/its/her use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by them the Promoter or any members or any of them or claiming by,

from, under or in trust for him or any of them upon fulfillment of and subject to what is stated herein.

- f) The Allottee accepts, confirms and records that the Allottee has been given all the necessary and relevant documents, details, particulars and the like, as are specified under RERA, and the Allottee is satisfied with the same. The Allottee further agrees and confirms that the Promoter, to the satisfaction of Allottee, has undertaken all the functions, duties and obligations in accordance with applicable law including the Fittings and Fixtures & Specifications as provided by the Promoter in accordance with the details given at the time of possession, and the Allottee has no complaint or grievance or objection of any nature whatsoever in respect of the same. The Allottee hereby waives, releases and discharges the Promoter from all the obligations, duties and functions any and all on its part to be observed and performed.
- g) The Allottee shall abide and comply with the guidelines for residential projects in the residential projects, in the said Project issued by GIFTCL. The said guidelines are herewith marked as **Annexure**.
- h) The Allottee agrees that the Promoter herein Bhandari and Sangath Builders LLP, is a Limited Liability Partnership registered and incorporated under the provisions of Limited Liability Partnership Act 2008. In future if the said LLP is Converted into a Company and merged/amalgamated with another company or demerged as per the provision of the companies Act 1956 or the Companies Act. 2013 as the case may be, than such /demerger/conversion shall not affect the rights and liabilities of the Promoter or the Allottee/s herein under this Deed and the Parties shall be bound by the terms and conditions mentioned herein.
- i) The Allottee hereby declares that the Allottee is legally entitled to purchase the said Unit in accordance with the prevailing laws and have

taken all necessary permissions required for the purchase of the said Unit and have paid the consideration for the said Unit in accordance with applicable law and agreed term. If, the Allottee breaches any law or rules or if any fine or penalty or punishment is imposed by any authority for the same on it, then the same shall be the sole liability of the Allottee alone and the Allottee hereby completely agrees to indemnify and keep indemnified the Promoter in this regards for all times to come.

- j) The Allottee shall not use the said Unit or permit the same to be used (i) in a manner which may or is likely to cause nuisance or annoyance to the occupiers of the other units in the Project or to the owners or occupiers of the neighboring properties, (ii) for any immoral or illegal purposes. The Allottee agrees not to obstruct the common areas of the Project in any manner, including by erecting any kind of temporary or permanent structure.
- k) The Allottee shall not throw dirt, rubbish, garbage, trash or permit the same to be thrown out from its Unit in the common areas, passages, compound or any portion of the said Project. The Allottee shall maintain the general aesthetics and overall cleanliness of the Project. If the Allottee or its employees, agents, visitors or the like are found throwing dirt, rubbish, garbage, pan-masala or the like in any part of the Project then the Allottee shall be liable to clear such dirt, rubbish, garbage or the like at its cost in addition to any fine that maybe imposed by the Promoter/Service Society on the Allottee.
- l) The Allottee irrevocably agrees that, the Promoter have provided dedicated car parking spaces of _____ car parking within the Project. The allocation of Parking Space will be done based on the selection of the Purchaser at the time of execution of Transfer deed of the Unit. To clarify, the Allottee who is executing Transfer deed early shall be given a priority of allocation and selection of Parking Space and the Allottee shall not raise any dispute in this regard. The parking of respective vehicles in

respective parking spaces shall be at Allottee/s' sole liability and responsibility and the Promoter/ Service Society and maintenance staff shall not be held liable for any theft/damage of vehicles or goods kept therein and the Allottee/s shall be responsible to take their own insurance policies to that effect.

- m) The Promoter/Service Society shall make the most efficient use of the provided parking area so as to maximize the number of parking slots available for parking of cars and if permissible the other open areas or marginal areas may be used for allotment of parking spaces to the occupiers of the Project subject to Law. The Allottee shall not raise any dispute in this regard. The Allottee acknowledges that the Promoter has not charged any amount for allotment of parking spaces in the Project. The Allottee hereby aware and unequivocally agrees, consents and confirms that the Allottee and his/her family members shall park their vehicles only in their designated parking area and they shall not be entitled to park in visitor parking area or designated parking area of any other member/unit holder of the Project. The Allottee is aware that for purpose of better safety and security of premises and convenience to owners/end users, the entry/movement of heavy vehicles shall not be permitted inside the Project, without the express consent of the Promoter/Service Society, as the case may be.
- n) The Allottee shall use the allotted parking space only for purpose of keeping or parking his/ her/ their/ its vehicle. Not to keep in the parking space anything other than private motor car or motor cycle and shall not raise or put up any kutcha or pucca construction grided wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles therein shall not be permitted. The Allottee shall not park car on the pathway or open spaces of the Project or at any other place except the space allotted to the Allottee and shall use the pathways as would be decided by the Promoter/Service Society .

- o) The Allottee/s further agree(s) and undertake(s) that he / she / it shall have no concerns towards the identification and allotment/allocation of parking space(s) done by the Promoter/Service Society, at any time and shall not challenge the same.
- p) The Allottee shall carry out their work relating to installation of furniture and fit-outs, in strict compliance made by Service Society/Promoter and the maintenance and operations in a professional manner with the least inconvenience to the other occupiers of the units in the Project and without causing any damage to any area, including the common areas of the Project. In case of any default by the Allottee the Promoter shall be entitled to charge amount and/or deduct/adjust the same from the deposit amount which is deposited by the Allottee as fit out security deposit.
- q) The Allottee shall not store in the said Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Unit or any other structure of the Project or storing of which is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the common properties of the Project, including entrances and in case any damage is caused in this behalf, the Allottee shall be liable for the consequences and expenses of the same. The Allottee shall not do or cause anything to be done in or around the Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Unit or adjacent to the Unit. The Allottee shall not make in the Unit any structural additions and/or alterations to the beams, columns, partition walls, shear walls, etc. or improvements of a permanent nature. If the Allottee/s demolishes, punctures, and/or in any other way alters the existing walls, beams, columns and / or add or in any way put up a new concrete or masonry structure/partition in the Unit, then the same may result in endangering the stability of the building wherein the Unit is located, since the building structure is not designed to take such load. The Allottee shall indemnify and keep indemnified the Promoter in the event of happening of any of the

events as mentioned above, the Allottee would be solely responsible for the same. Allottee/s shall be liable to pay all the costs for the damages and repairs which needs to be undertaken to ensure the safety of the said building/structure.

- r) The Allottee shall not use the (residential) Unit for commercial purposes. If so found, the Promoter / Service Society , as the case may be, shall be entitled to immediately stop such commercial use and impose upon the Allottee such penalty as it may deem fit. The Allottee shall strictly adhere to the rules and regulations of the Service Society with respect to the purpose and use of the Unit. The Allottee shall use the Unit only for residential purpose.

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- r) The Allottee shall not demolish or carry out any additions/ alterations/modifications of any nature in the Unit or any part thereof which are likely to cause any damage, hazard or structural deterioration to the said Unit or the neighboring premises and shall keep the portion, sewers, drains and pipes in the said Unit and the appurtenances thereto in good tenantable condition and repair, and in particular, so as to support the structure and or shelter and protect the other parts of the Project. The Allottee shall not modify or change the elevation and aesthetics/façade of the Project/said Unit or the color scheme for all times to come. The Allottee may carry out internal civil work (non-structural) with the prior written consent of the Promoter/Service Society and after obtaining a prior written opinion of a Structural Engineer of repute as also the prior permission of concerned authority having jurisdiction, if required under law. The Allottee shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC structure or other structural construction in the said Unit. The Allottee hereby acknowledges, that it shall be the responsibility of the Allottee to ensure that the said Unit is kept in good repair, such that its structural stability is not compromised in any manner and the Allottee shall comply with all the statutory requirements in that regard.

- s) The Allottee shall not alter, amend, modify etc., the elevation and aesthetics of the Unit, and / or the Project, nor shall the Allottee alter, amend, modify the internal structure i.e. entrance lobby, lifts, staircase, terrace etc. and shall keep the above in the same form as the Promoter constructs the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent of the Promoter or alter the attachments to the elevation of the Unit, including fixing or changing or altering grills, windows, air conditioners, chajjas etc. The Promoter's decision in this regard would be final and binding on the Allottee.
- t) From the date of Occupancy Certificate, the Allottee shall be liable to pay City Level Maintenance Charges, Electricity Charges, Gujarat Gas charges, cess, charges, or the like with respect to the said Unit. The Allottee shall also be liable to pay any and all water charges, or any connection or other outgoing charges in respect of the Unit. Allottee shall bear and pay increase in local taxes, water charges, insurance, land premium and such other levies, if any, which are imposed by the concerned local authority/GIFT UDA and/or Government and/or other public authority.
- u) The Allottee agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Unit and/or any part thereof by concerned authorities due to non-payment by the Allottee or any other unit occupiers of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments.
- v) The Allottee shall not alter/change the size and shape of the door, windows, shutters or the like and shall not make any holes or new windows to install air conditioner or coolers and shall not damage the partition walls, common walls, flooring, ceiling or the like of the Unit, except with the permission of the Promoter And Allottee shall see and assures that no shades, awnings, window guards, ventilators, grills, sliding windows, air conditioning drain pipes or air conditioning devices

shall be used in or outer side of the Unit except as has been approved by the Promoter . The Allottee shall not cover utility balcony.

- w) The Allottee shall keep his/her said Unit adequately insured against loss or damage by any calamity including fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage or the like to the full value of the said Unit.
- x) The Allottee shall maintain at its own costs, the said Unit in the same good condition, state and order in which it is delivered to the Allottee and shall abide by all bye laws, rules and regulations of the government, GUDA, ~~GMC~~ and any other authorities, local bodies or utility companies as the case maybe and the Service Society, and shall also attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall observe and perform all the covenants contained in this Deed.
- y) With respect to maintenance of the said Unit, the Project, the Promoter shall not be responsible for any consequences or liability on account of failure, negligence, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the fire equipment's, fire protection systems, their supporting equipment's, pollution control and other general safety equipment's, related facilities and service maintenance contracts, certificates, licenses, permits, permission and insurance. The Allottee(s) shall ensure that periodical inspections of all such equipment's and facilities are made by them so as to ensure proper functioning of all such equipment's.
- z) The Allottee hereby confirms that the responsibility for the maintenance, repair and proper up-keep of the fire fighting system shall be that of the Allottees/Service Society/Unit holders and any loss, damage, injury, accident, death caused by a fire break out or due to functioning/non-functioning/mal-functioning of the fire fighting system, shall be the sole responsibility of the Service Society/Allottee along with other Allottees/unit holders in the Project and no demand/action/ claims whatsoever in respect of the same shall be made against the Promoter . The Allottee hereby acknowledges that in terms of the Applicable Law it shall be the

responsibility of the owners of a units in the Project to ensure that the fire prevention and safety provisions in the Project are kept in good working conditions at all times. It will be the responsibility of the allottees/unit owners in the Project to ensure compliance of all the Applicable Law with respect to fire fighting in respect of their concerned unit at their own cost.

aa)The Allottee shall not construct any temporary or permanent construction on the common terrace, stairs, veranda, lobbies, Parking Space and other such common areas of the buildings in the Project.

bb)That the Allottee shall permit the Promoter/Service Society its employees, engineers, surveyors and agents and persons working through or under them and others, at all reasonable times, subject to a notice of at least 24 hours (except in cases of emergency) to enter in to and upon his/her/their Unit and any part thereof for the purpose of repairing of the Unit and for repairing cables, water lines and covers, gutters, wires, walls, structures and other conveniences belonging thereto and also for the purpose of laying down, maintaining, repairing, testing, drainage, gas and water pipes and electric wires and for similar purposes.

cc)The Lift facility in all the buildings of the Project shall be used as per rules of the Promoter/Service Society . It is to be economically used. The Allottee/Service Society shall have to ensure that the lifts are not misused and will take care and co-operate with respect to the same. The Allottee has inspected and is satisfied that the lifts are of standard quality and necessary permissions are taken for its usage. However, it is a machine and is not manufactured by the Promoter. Therefore during the use of the lift and even as a result of any negligence or otherwise, if anyone is injured or any damage occurs then the Promoter shall not become responsible for it and the Allottee or their employees, heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from the Promoter and Allottee hereby gives assurance and consent in it. It shall be the responsibility of the allottee of a building to ensure that the lifts in such building are kept in good maintenance and repair, such that its use is safe. It will be the responsibility of the owners/allottees of units in the Project to follow the maintenance protocol as mentioned in the manual of the lift manufacturer. Also, it shall be the responsibility of the

owners/allottee/service society to take renewals of repair/maintenance contract and lift licenses at their own cost from the competent authority. The Allottee confirms to abide with the statutory requirement in this regard.

dd) The Allottee hereby acknowledges that even after the Service Society has been formed with respect to the Project, the Promoter shall be entitled to sell or in any other manner transfer the un-sold Unit (s) in the Project to any prospective allottee on such terms and conditions as it may deem fit and such allottee /transferee of un-sold unit shall be entitled to become member of the Service Society and use all Common Areas and Facilities in the Project with other unit holders/allottees. It is expressly agreed between the Parties and the Allottee hereby agrees and confirms that the Promoter shall not be liable to pay maintenance and any other charges of whatsoever nature on the unsold units in the Project.

ee) The Promoter shall have right and free access to visit the unsold inventory/units with prospective buyers and the Allottee/ Service Society shall have no objection for the same.

ff) The Allottee hereby acknowledges and agrees that the possession of the Common Area and Facility of the Project shall be with the Society. The Allottee/s is/are aware that the other units in the Project shall be transferred in future and agreements and Transfer deeds/Conveyance deed will be made in favor of such other allottees and hence, all the owners shall have undivided proportionate interest in the Project Land, Common Areas and Facilities and amenities and shall be entitled to use and enjoy them jointly subject to the applicable terms.

gg) The Allottee and or its/his/her successors, assigns, heirs, transferees or the like, subject to the rules and regulations of the Service Society, shall duly execute all such applications, instruments and documents or the like and further do all such acts, deeds, matters and things as so required by the Service Society. The Allottee agrees and confirms, that its successors, assigns, heirs, transferees and or the like shall all be bound by all the covenants contained herein in this Deed and any corresponding obligations arising out of the same. Any future transfer, lease, license, assignment or devolution of the Allottee's rights, title and or interest in the

said Unit in favor of any other person shall be subject to and with the provisions of this Deed.

- hh) Allottee hereby represents that he has seen, verified and satisfied with all the documents pertaining to the Project and its development and further covenants and assures that he/she shall not raise any requisition for further documents or objection to the title and/or the rights of the Promoter in relation to the Project Land on any ground whatsoever.
- ii) The Allottee shall also abide by the applicable building rules, regulations and bye-laws of the concerned Government.
- jj) The Allottee shall be entitled to transfer/sell, assign, convey, rent, mortgage, charge or in any way encumber or deal with or dispose of the said Unit or to assign, underlet or part with its interest under or benefit of this Deed or any part thereof in the Unit, subject to the prior written consent of the Promoter/ Service Society, as the case may be, and such approval shall not be withheld, unless the Allottee is in any breach or default of any of the covenants and/or corresponding obligations arising out of this Deed or any other agreements entered into with the Service Society or its rules, resolution or like, as the case may be or if the activities of the transferor or transferee are prejudicial to the interest of the Project or the Service Society. In case of any lease, rent or license, it shall be the responsibility of the Allottee to inform about the same to any concerned authority including the local Police Station, if so required under law.
- kk) In case of any breach or default or failure to perform any of the covenants and corresponding obligations arising out of this Deed by the Allottee, the Promoter and/or Service Society shall be entitled to specifically enforce and seek performance of such covenants and/or corresponding obligations.
- ll) The Allottee/s herein shall see and make sure that no bird or animal shall be kept or harbored in the common areas of the Project. Encroachment of any common area of the Project including the area in front of the entrance is not permitted. In no event shall dogs and other pets be permitted on the Common Areas and Facilities of the Project unless accompanied by their respective owner.

mm) If the Allottee has damaged or caused to have damaged any of the common properties/amenities/facilities of the Project or the Allottee is found to have committed breach of any of the covenants and/or corresponding obligations under this Deed, the Promoter and /or Service Society shall be entitled to seek remedial actions and/or rectification by the Allottee of such breach or damage caused. If the Allottee fails to rectify or remedy the breach or failure to perform its obligations, the Promoter and/or Service Society shall have the right to rectify or remedy the same and recover the cost thereof from the Allottee. This shall be without prejudice to the right of the Promoter and / or Service Society as available under Applicable Law.

nn) If the Allottee or its transferee commits breach of any of the covenants, representations and warranties herein contained then the Promoter/Service Society shall be entitled to levy necessary penalty/fine for such breach and the Promoter / Service Society shall also direct the Allottee to take necessary corrective steps to remedy the breach of conditions herein contained.

3. Representations, Warranties and Covenants of the Promoter

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

a) The Promoter doth hereby for itself / themselves, its/ their successors and assigns covenant with the Allottee that notwithstanding any act, deed, matter or thing whatsoever by the Promoter or any of their ancestors or testators or any person or persons lawfully, or equitably claiming by, from, through, under him or them or omitted or knowingly suffered to the contrary the Promoter has good right, full power and absolute authority to allot, grant and assure the Unit hereby granted / conveyed unto and to the use of the Allottee in the manner aforesaid and subject to the terms and conditions stated in this Deed and also subject to rules, regulations and resolutions of the Service Society.

- b) The Allottee may at all time hereafter peacefully and quietly enter upon, occupy, possess and enjoy the Unit and receive the rents and profits thereof and of every part there to and for his/her/its use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Promoter or any person through or under it.
- c) The Unit and Project Land and construction thereon or any part thereof is not under any acquisition, requisition or reservation for any purpose whatsoever. No one has any right of maintenance or otherwise from and over the Unit and that the Unit is free from any encumbrances, mortgages, lien or charge of any nature whatsoever and that the Promoter has not taken any loan or financial assistance of any nature from anyone by creating charge over the Unit or its title deeds. Therefore, the Unit is free from any mortgage or charge.
- d) If within a period of (5) five years from date of handing over the possession of the Unit, the Allottee brings to the notice of the Promoter any structural defect in the Unit or any defects on account of workmanship, quality or provision of service, then wherever possible, such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation equal to the cost to cure / rectify such defect. Provided that the Promoter shall not be liable to rectify any defect or for payment of any compensation in the following cases:
 - i. If the cause of any such defect is not attributable to the Promoter or are because of Force Majeure Events and or beyond the control of the Promoter ;
 - ii. In case of natural wear and tear and/or damage resulting from rough handling, improper use or unauthorized modification;
 - iii. if such defects/ damage has occurred by act of negligence of Allottee, including while carrying out any internal changes to the said Unit.
 - iv. In case where guarantees and warranties are provided by the third parties, the same shall be extended to the Allottee. The Promoter shall not be liable for any such warranties and

guarantees which shall be on such terms and conditions as provide for by the third party. Further where the manufacturer guarantee / warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said Unit, and if the annual maintenance contracts or applicable licenses are not executed/renewed by the Allottee / Service Society, the Promoter shall not be responsible for any defects occurring due to the same;

- v. The Service Society or the Allottee has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/ Promoter .
 - vi. The Allottee has carried out any alterations of any nature in the said Unit which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, pipes, water supply connections or any erection or alteration in the bathroom, toilet etc. If any of such work/s is/are carried out then the defect liability of the Promoter automatically shall become void.
- e) The proportionate, undivided lease hold right/title of the Project Land is transferred to the Allottee but peaceful possession of the leasehold Project Land, the Common Areas and Facilities shall be handed over to the Service Society.
- f) The Promoter has duly paid and discharge all applicable government dues, rate, charges and taxes including without limitation Panchayat taxes, Cesses, revenue taxes and the like in respect of the said Unit and/or the Project to the competent authorities till the execution of this Deed and / or the Cut Off Date as the case may be.
- g) The Promoter shall have no claim/right on FSI, Additional FSI, Common terrace and Common Area of the Project after the occupancy certificate has been obtained. Such rights if any, will be enclosed by the Service Society of Buyers.

4. Other Terms

- a) All the covenants, terms, conditions, stipulations and provisions of this Deed have been agreed and acknowledged by the Allottee and the Allottee shall ensure that the same shall be binding to any of the subsequent Allottee/s of the Unit, in case of a transfer, assignment or devolution, as the case may be.
- b) The Project shall always be known as “_____”. This name shall not be changed under any circumstances by the Allottee and other unit holders in the Project either by themselves or through the Service Society.
- c) The Unit is situated outside the area covered by the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from premises in disturbed area Act, 1991 and therefore, no prior permission of the Collector of Ahmedabad Gandhinagar is required to be obtained under the aforesaid Act for the transfer of conveyance thereof under this Deed.
- d) All notices, communication, letter, correspondence etc. to be served on the Allottee and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D, standard courier with receipt acknowledgement or notified Email ID, at their respective addresses specified above:
- e) It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.
- f) Dispute Resolution: Any dispute between Parties shall be settled amicably within 60 days of the intimation of dispute by either of the Party. In case of failure to settle the dispute amicably, such dispute shall be referred to Gujarat Real Estate Regulatory Authority ("RERA Authority"), as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder. Either of the Parties aggrieved by any direction or decision or order made by the RERA Authority or by an adjudicating officer under the RERA Act may prefer any appeal before the Appellate Tribunal having jurisdiction over

the matter ("RERA Appellate Tribunal") or as per the recourse available to the aggrieved Party under Relevant Laws. .

- g) This Deed shall be governed by the laws of India and the courts at Gandhinagar, Gujarat shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with any matter set out hereinabove.
- h) Any delay tolerated or indulgence shown by the Promoter/ Service Society, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Deed, or any forbearance, or giving of time, to the Allottee by the Promoter/Service Society, shall not be treated/construed/considered, as a waiver or acquiescence on the part of the Promoter/Service Society, of any breach, violation, non-performance or non-compliance by the Allottee of any of the terms, conditions, covenants, stipulations and/or provisions of this Deed, nor shall the same in any manner prejudice, the rights/remedies of the Promoter/Service Society, .
- i) 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 Deed 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.
- j) Severability: If any provision of this Deed shall be determined to be void or unenforceable under the Real Estate (Regulation And Development) Act, 2016 or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to said Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
- k) Except where the context requires otherwise:

- i. the Recitals to this Deed contained hereinabove shall constitute an integral part of this Deed;
- ii. headings are for convenience only and shall not affect the construction or interpretation of any provision of this Deed;
- iii. where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
- iv. words importing the singular shall include plural and vice versa;
- v. the Annexures and Schedules hereto shall constitute an integral part of this Deed;
- vi. all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
- vii. any reference to Allottee shall mean reference to all Allottees in case if there are more than one Allottee.

n) Lumpsum 24 months' maintenance charges for the Project, has been paid by the Allottee in advance before execution of this Transfer Deed, to the Promoter and/or such other entity to be formed for maintenance of the project towards the Allottee's share for the maintenance, operation and management of the Project including the Common Areas and Facilities. The proportionate ~~Society Maintenance Charges of the Project and proportionate~~ lease rent of the proportionate leasehold share in the project land will be paid by the Allottee ~~after completion of 24 months from the dated of occupancy certificate to the concerned authority of GIFT City.~~

5. The Promoter herein i.e Bhandari and Sangath Builders LLP, has authorized and appointed Mr _____, as the Authorized Signatory of the said Promoter through its Deed/resolution dated _____, to sign and execute and register the Deed on behalf of the said Promoter.
6. Stamp Duty & Registration Charges: The cost and expenses of applicable stamp duty and registration and legal charges, fees, other Misc. expenses

with respect to this Deed and any other such document with respect to the said Unit shall be solely borne by the Allottee only. The Allottee/s will also be responsible to pay additional stamp duty, registration fees, penalty, fine etc if asked for by stamp duty valuation authority under the Stamp Act as well as under the Registration Act.

7. All the other terms and conditions agreed by the Allottee in the Agreement for Transfer shall, *mutatis mutandis*, also apply to this Deed, unless inconsistent with the terms and conditions contained under this Deed.
8. All the schedules contained under this Deed shall form an integral part of this Deed. The vacant and peaceful Possession of the said Unit is handed over by the Vendor to the Purchaser and the Purchaser has admitted that the possession of said unit has been taken by him.

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FIRST SCHEDULE
(Description of the Project Land)

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

On or towards East by _____ : _____ Proposed Road no. 1B & Proposed Road no. 9

On or towards West by _____ : _____ Block no. 16D & 16A

On or towards North by _____ : _____ Proposed Road No. 1B & Block no. 16B

On or towards South by _____ : _____ Block 16-D & proposed Road no. 9

_____ East _____ : By Proposed Streetscape/ Proposed Road No. 09

_____ West _____ : By Proposed Building 16-A

_____ North _____ : By Proposed Building 16-C

_____ South _____ : By Proposed Building 16-E

SECOND SCHEDULE
(Description of the Unit)

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

East :

West :

North :

South :

PAYMENT SCHEDULE

<u>Stages of Payment</u>	<u>Percentage of Payment</u>	<u>Amount Paid</u>	<u>Source of Payment</u>
<u>Booking Amount</u>	<u>10%</u>		
<u>Payable within 15 days from Agreement execution date</u>	<u>10%</u>		
<u>On construction of foundation of allotted wing/block</u>	<u>10%</u>		
<u>On construction of 1st floor level slab of allotted wing/block</u>	<u>5%</u>		
<u>On construction of 5th floor level slab of allotted wing/block</u>	<u>5%</u>		
<u>On construction of 8th floor level slab of allotted wing/block</u>	<u>5%</u>		
<u>On construction of 11th floor level slab of allotted wing/block</u>	<u>5%</u>		
<u>On construction of 15th floor level slab of allotted wing/block</u>	<u>5%</u>		
<u>On construction of 18th floor level slab of allotted wing/block</u>	<u>5%</u>		
<u>On construction of 21st floor level slab of allotted wing/block</u>	<u>5%</u>		
<u>On construction of 24th floor level slab of allotted wing/block</u>	<u>5%</u>		
<u>On construction of 27th floor level slab of allotted wing/block</u>	<u>5%</u>		
<u>On construction of 30th floor level slab of allotted wing/block</u>	<u>5%</u>		
<u>On construction of 33rd floor level slab of allotted wing/block</u>	<u>5%</u>		
<u>On installation of internal flooring in the allotted unit</u>	<u>5%</u>		
<u>On installation of doors and windows in the allotted</u>	<u>5%</u>		

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<u>unit</u>			
<u>On offer of possession—5% of basic value & other charges</u>	<u>5% Plus, other charges</u>		

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

SIGNED AND DELIVERED

By the within named Promoter

BHANDARI AND SANGATH BUILDERS LLP

Through its Authorized Representative –

Mr. _____

SIGNED AND DELIVERED

By the within named Allottee

1. _____

2. _____

WITNESSES

1. _____

2. _____