

(1)

BOOKING AGREEMENT

(Without Possession)

This Booking Agreement executed on this____day of_____,
2021,

BY AND BETWEEN

NEW GUNJAN CO.OP.HOU.SOC.LTD., a co-operative Housing Society duly incorporated under the Gujarat Co-operative Societies Act, 1961 (Act X of 1962) and registered with the Add. District Registrar, Co-operative Societies, (Jilla Panchayat) Ahmedabad under serial No.GH/14270 dated 05/05/1990 and having its office at Nr. Tejas Society, Nr. Nirmay Nagar, Ghatlodia, Ahmedabad, through its chairman (1) Ganpatbhai D. Patel (AADHAR NO- 9445 1256 2079), adult, occupation Business, Indian National and residing at : D-4, New Gunjan

(2)

Co.Op.Hou.Soc.Ltd., Nirnaynagar, Ghatlodia, Ahmedabad and Secretary (2) Prakashbhai T. Pithadiya (AADHAR NO- 6276 5238 1221), adult, occupation Business, Indian National and residing at : A-10, New Gunjan Co.Op.Hou.Soc.Ltd., Nirnaynagar, Ghatlodia, Ahmedabad hereinafter referred to as "SOCIETY" (which expression shall, unless it be repugnant to the subject or context thereof, mean and include the said society and its members, chairman, secretary, legal successors, legal representative, assigns) of the FIRST PART

GUNATIT INFRASTRUTURE PRIVATE LIMITED, (PAN NO : AAHCG 1579 N), a Company duly incorporated and registered under the provisions of the Companies Act 1956(Amendment in 2013) under Registration No.U70109GJ2018PTC100597, dated 17/01/2018 and having its Registered Office at : 203, Elite, Nr. Shapath Hexa, Sola, Ahmedabad through its director Yogesh Rameshbhai Patel (AADHAR NO- 3213 2439 7847), adult, occupation business, Indian National and residing at : 8, Narayan Bunglows (Part-2), Nr. Prasang Party Plot, Gota, Ahmedabad-382481 hereinafter referred to as "DEVELOPER" (which expression shall, unless it be repugnant to the subject or context thereof, mean and include its director, POA, legal successors, legal representative, assigns) of the SECOND PART

AND

(1)_____ (PAN NO :._____) and
(2)_____ (PAN NO :._____),
both adults, Occupation Business, Indian National and residing at : _____
hereinafter referred to as "THE MEMBERS" or "ALLOTTEE/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her/their/its heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as if the allottee /s acquired in HUF capacity the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the OTHER PART.

That said Freehold Non-Agricultural Residential Use Land bearing Survey No. 298 PAIKI 5 and 299 PAIKI 1 admeasuring 2125 and 3743 sq.mts,. respectively making total 5868 sq.mts. and covered within the Town Planning Scheme No. 2 and of Final Plot No. 274 was given in lieu thereof and area thereof fixed to the extend of admeasuring 4506 sq.mts. of Mouje Ghatlodia of Ghatlodia Taluka in the Registration District of Ahmedabad and Sub-District of Ahmedabad - 2 (Wadaj) (hereinafter called the "**Said Land**") and existing building known as "GUNJAN APPARTMENT" is owned and possessed by NEW GUNJAN

CO.OP.HOU.SO.LTD. i.e. society and following members are holding flats as a share holder member of the said society in the following manners.

NO.	NAME	FLAT NO.	SQ.YRD.	FLOOR	SHARE CER. NO.
1	Shah Bharatkumar Ramanlal	A/1	74	Ground	51
2	Shilpa Rajnikant Patel	A/2	84	Ground	52
3	Ramanlal Jethalal Patel	A/3	84	Ground	147
4	Patel Bharatbhai Visabhai	A/4	74	Ground	54- Duplicate
5	Bhaveshkumar Satishkumar Bhavsar	A/5	74	First	11
6	Yogendrabhai Naranbhai Patel	A/6	84	First	55- Duplicate
7	Hasmukhlal Goardhandas Shah	A/7	84	First	72
8	Pravinbhai Bhailalbhai Shah	A/8	74	First	56
9	Bhavsar Neetaben Hemantbhai	A/9	74	Second	75
10	Prakashbhai Tribhovandas Pithdiya	A/10	84	Second	144
11	(1) Hasmukhlal Goardhandas Shah (2) Harshaben	A/11	84	Second	81

	Hasmukhbhai Shah				
12	(1) Mahendrabhai Govabhai Chaudhari (2) Geetaben Mahendrabhai Chaudhari	A/12	74	Second	115
13	(1) Patel Bipinchandra Manilal (2) Patel Geetaben Bipinchandra	B/1	74	Ground	12
14	Kanubhai Maganlal Suthar	B/2	84	Ground	123
15	Vishnubhai Manilal Panchal	B/3	84	Ground	118
16	(1) Leelaben Jitendrakumar Patel (2) Apeksha Sureshkumar Patel	B/4	74	Ground	15
17	Prahladbhai Gulabchand Nayi	B/5	74	First	121
18	Mahendrabhai Vasudevabhai Shukla	B/6	84	First	2
19	Bhikhiben Prahladbhai Nayi	B/7	84	First	70
20	Jagdishbhai Amrutbhai Panchal	B/8	74	First	17
21	Mahendrabhai	B/9	74	Second	114-

	Ishwarbhai Padhiyar				Duplicate
22	Dineshkumar Shivramdas Patel	B/10	84	Second	98
23	(1) Dinesh Ramanlal Shah (2) Minaxiben Dineshbhai Shah	B/11	84	Second	131
24	Urvashiben Virendrabhai Rami	B/12	74	Second	110
25	A.S. Sureshbabu	C/1	74	Ground	18
26	Kanubhai Meruanbhai Patel	C/2	84	Ground	120
27	Pravinkumar Dasrathlal Thakkar	C/3	84	Ground	132
28	Ramilalben Chandubhai Patel	C/4	74	Ground	32
29	Kamleshbhai Virabhai Patel	C/5	74	First	21
30	Naginbhai Bhudardas Khatsuriya	C/6	84	First	22
31	Bhadreshkumar Chandrakantbhai Shah	C/7	84	First	58
32	(1) Ritesh Kamleshkumar Rami (2) Kamleshkumar Manilal Rami	C/8	74	First	23

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33	Kanchanben Rasiklal Kadecha	C/9	74	Second	59
34	Rekhaben Rameshbhai Patel	C/10	84	Second	73
35	(1) Bhavesh Mahendrabhai Panchal (2) Sunny Mahendrabhai Panchal	C/11	84	Second	88
36	Rajendrakumar Dasrathlal Thakkar	C/12	74	Second	117
37	Jyotsanaben Chandulal Parmar	D/1	74	Ground	150
38	Navinbhai Manjibhai Patel	D/2	84	Ground	25
39	(1) Arvindbhai Baldevdas Patel (2) Indriraben Arvindbhai Patel	D/3	84	Ground	26
40	Ganpatbhai Devidas Patel	D/4	74	Ground	27- Duplicate
41	Hitendrakumar Bhanuprasad Jani	D/5	74	First	60
42	Kanaiyalal Kishordas Shah	D/6	84	First	61
43	Dineshbhai Ambalal Shah	D/7	84	First	72

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44	(1) Girishkumar Shivabhai Panchal (2) Kokilaben Girishbhai Panchal	D/8	74	First	77
45	Prakashbhai Amatharam Darji	D/9	74	Second	101
46	Vishnuprasad Babulal Rawal	D/10	84	Second	1
47	Juthika S. Pal	D/11	84	Second	135
48	Harshadray Pranshankar Dave	D/12	74	Second	78
49	Dinkarbhai Lallubhai Patel	E/1	95	Ground	28
50	Dhirubhai S. Patel	E/2	95	Ground	40
51	Devendrabhai Indravadan Seth	E/3	95	First	127
52	Amrutbhai Mahadevbhai Patel	E/4	95	First	122
53	Kumpavat Vijaysinh Jagatsinh	E/5	95	Second	136
54	(1) Rikan Ashokkumar Panchal (2) Laxmiben Ashokkumar Panchal	E/6	95	Second	149
55	Anilkumar Devidas Patel	F/1	74	Ground	64

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56	Amrutbhai Naranbhai Patel	F/2	84	Ground	145
57	Alkaben Dineshbhai Joshi	F/3	84	Ground	30
58	Chandulal Mangaldas Par,ar	F/4	74	Ground	31
59	Ramprasad Amarsinh Yadav	F/5	74	First	89
60	Sarlaben Chaganbhai Chaudhari	F/6	84	First	90
61	Umedmal Hajarimal Khandelwal	F/7	84	First	91
62	Yashwantbhai Ramanlal Shah	F/8	74	First	92
63	Manishbhai Harilal Shah	F/9	74	Second	125
64	Phulmalaben Ramprasad yadav	F/10	84	Second	126
65	Pravinbhai Bhailalbhai Shah	F/11	84	Second	137
66	Amrutlal Prashottamdas Patel	F/12	74	Second	82
67	Tushar Dilipkumar Amin	G/1	74	Ground	93
68	Ashoksing Bursing Chauhan	G/2	84	Ground	66
69	Neetaben Bakabhai Nayak	G/3	84	Ground	33
70	Godavari Ghanshyambhai	G/4	74	Ground	94

	Bhatt				
71	Nirmalaben H. Menon	G/5	74	First	86
72	Ashaben Rajan Samangadkar	G/6	84	First	148
73	Rajan Krishnaji Samangadkar	G/7	84	First	142
74	Snehalbhai Bhikhabhai Patel	G/8	74	First	102
75	Rajendrakumar sardarji Darbar	G/9	74	Second	85
76	Sangeetaben Gajanand Ingavale	G/10	84	Second	128
77	(1) sachin Jagdishbhai Panchal (2) Kiran Jagdishbhai Panchal (3) Ramaben Jagdishbhai Panchal	G/11	84	Second	79
78	(1) Kiranbhai Jagdishbhai Panchal (2) Sachinkumar Jagdishbhai Panchal	G/12	74	Second	112
79	Prakashbhai Dahyalal Mewada	H/1	74	Ground	74

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80	Ramanlal Vishabhai Patel	H/2	84	Ground	109
81	Arvindbhai Prashottambhai Bhavsar	H/3	84	Ground	146
82	Rajeshbhai Devrajbhai Patel	H/4	74	Ground	35
83	Smitaben Rajendrabhai Shah	H/5	74	First	143
84	Manojkumar Babubhai Patel	H/6	84	First	100
85	Indriraben Manharlal Dhamecha	H/7	84	First	65
86	Alpaben Gaurangbhai Patel	H/8	74	First	45
87	(1) Maheshkumar Kantibhai Patel (2) Bhavishaben Maheshbhai Patel	H/9	74	Second	80
88	Yogendra kumar Kacharabhai Patel	H/10	84	Second	84
89	Chinubhai Bhikhalal Modi	H/11	84	Second	76
90	Sanjay Govardhanbhai Patel	H/12	74	Second	111
91	Ajaykumar Ishwarbhai Patel	I/1	74	Ground	151
92	Amrutlal Kanabhai	I/2	84	Ground	141

	Prajapati				
93	Ulleshbhai Hiralal Bhavsar	I/3	84	Ground	38
94	Mukeshbhai Jayantilal Vyas	I/4	74	Ground	113
95	Vipulkumar Baldevbhai Patel	I/5	74	First	69
96	Baldevbhai Nagardas Patel	I/6	84	First	104
97	Ushaben Kiritbhai Desai	I/7	84	First	105
98	(1) Krishnaben Pravinbhai Patel (2) Pravinbhai Hargovandas Patel	I/8	74	First	83
99	(1) Desai Sameer Pravinchad (2) Desai Ramilalben Pravinchand	I/9	74	Second	68
100	Hargovindbhai Ramjibhai Parekh	I/10	84	Second	116
101	Kamleshbhai Amrutbhai Panchal	I/11	84	Second	87
102	Aleyamma K. A.	I/12	74	Second	67- Duplicate

THAT construction of the said building was very old weak and therefore all members of the society decided to re-develop the building and the resolution passed in the general meeting of the said society on 27/09/2020.

That said Society appoint "GUNATIT INFRASTRUCTURE PVT.LTD.", as developer of the said land by Development

Agreement dated 04/01/2021 duly registered with the Sub-Registrar of Ahmedabad-2 (Vadaj) on same day under serial No.224 and same is still subsanding.

That thereafter said GUNATIT INFRASTRUCTURE PVT.LTD., got approved a plan from the Ahmedabad Municipal Corporation (AMC) for construction of Residential Units on the said land and permission was granted for construction of Block “A+B” and “C+D+E” on the said land with all common amenities and facilities for all blocks vide its Raja Chitthi No. 05208/150221/A4583/R0/M1, 05209/150221/A4585/R0/M1, both dated 17/09/2021 and thereafter said company constructed of Residential Flats scheme known as “**ANTILIA ONE**” on the said land.

AND WHEREAS The Said Land is earmarked for the purpose of building a Commercial project, comprising multistoried buildings and the said project shall be known as “**ANTILIA ONE**” (hereinafter called the “ Said Project”) ;

- * Name of the building/project : “**ANTILIA**”
- * No. of blocks/Wings : 5
- * No. of basements : 1
- * No. of hollow plinth : Yes
- * No. of floors : 1st Cellar, Ground Floor and 1st to 10th Floor in Block-“A+B” and “C+D”, Ground Floor and 1st to 10th Floor in Block-“C+D+E”
- * No. of Flat on each Floor

Floor	A+B		C+D+E	
	Usage	Units	Usage	Units
1 st Cellar	Parking	0	N.A.	0
Ground	Parking	0	Parking	0
1 st Floor	Resi.	8	Resi.	12
2 nd Floor	Resi.	8	Resi.	12
3 rd Floor	Resi.	8	Resi.	12
4 th Floor	Resi.	8	Resi.	12
5 th Floor	Resi.	8	Resi.	12
6 th Floor	Resi.	8	Resi.	12
7 th Floor	Resi.	8	Resi.	12
8 th Floor	Resi.	8	Resi.	12
9 th Floor	Resi.	8	Resi.	12
10 th Floor	Resi.	8	Resi.	12

Stair Cabin	Stair Case	0	0	0
Lift Room	Lift	0	0	0

With provision of common amenities and facilities more particularly described in the **Schedule II**.

AND WHEREAS the Society and developer has been obtained the final layout and building plan approvals for the Project from AMC. The Society agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable ;

AND WHEREAS The Society and developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Gandhinagar on_____under registration No._____;

AND WHEREAS That on demand from the Allottee, Society and developer has given inspection to the Allottee/s of all documents of title relating to the project land and the plans, design and specifications prepared by the Societies Architects/Engineer Harshad K. Prajapati and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made thereunder and the Allottee if satisfied in respect of the same ;

AND WHEREAS The authenticated copies of Certificate of Title issued by M/s. Vijay Y. Chaugule & Co., Advocate vide its Certificate dated 24/09/2021 of the Society and developer, authenticated copies of sale deed, plan and layout, Property card or extract of Village Forms VI and VII and XII or any other relevant revenue records showing the nature of the title of the Society to the project land on which the Corporate House are constructed have also been inspected by the Allottee and the Allottee and his/her/its/their legal advisor have carefully inspected and studied the same and is fully satisfied about them. The Allottee/s is/are satisfied about the legality of the construction. The Allottee/s also accepts the Society titles to the land and is satisfied about it and he/she/it/they agree that no further requisition/dispute will be made regarding title.

AND WHEREAS That the Society and developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said building.

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AND WHEREAS That 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 Society and developer while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS The Allottee had applied for Residential flat in the Project and has been allotted **Flat No.**_____in Block No. "_____" admeasuring about _____ sq.mts. (Carpet Area including wash yard and Balcony) situated on the_____Floor in a scheme to be known as "**ANTILIA ONE**" (hereinafter referred to as the "The said property" more particularly described in the **First Schedule**) along with and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (more particularly described in **Second Schedule (Part-I)** and to be constructed as per specification shown in the Second Schedule (Part-II) ;

AND WHEREAS The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein ;

AND WHEREAS The Society and developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Society and developer regarding the Said Land on which Project is to be constructed have been completed ;

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 In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Society and developer hereby agrees to sell and the Allottee hereby agrees to acquired the said property.

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

1. TERMS :

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Society and developer agrees to sell to the Allottee and the Allottee hereby agrees to acquired, the said property.
- 1.2 The Total Price for the Shop based on the carpet area is **Rs. _____/- (Rupees _____only)** ("Total Price") including price of balcony/verandah and common area and break up area as follows :

Demised premises	Area
Flat No. _____	_____sq.mts.
Wash & Balcony	_____sq.mts.
Total admeasuring	_____s.q.mts.

Explanation :

- (i) The Total Price above includes the booking amount paid by the Allottee to the Society towards the said property ;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Society and developer by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Society and developer) up to the date of handing over the possession of the said property: which shall be separately payable by the Allottee in the manner as may be decided by the Society and developer.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Society and developer shall be increased/reduced based on such change / modification;

- (iii) The Society and developer shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Society and developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective ;
- (iv) The Total price is exclude maintenance deposit of the said project will be decided Society ;

- (v) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Society and developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Society and developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.3 The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) (not exceeding as an 10 % of the total consideration) as an advance payment or application fee as follows ;

Rupees	Cheque No.	Date	Bank

Allottee(s) shall make the remaining payment as per the payment plan as follows.

PAYMENT PLAN

- i. Amount of Rs...../- () (not exceeding 30% of the total consideration) to be paid to the Developer after the execution of Agreement.
- ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Developer on completion of the Plinth of the building or wing in which the said property is located.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Developer on completion of the slabs including podiums and stilts of the building or wing in which the said property is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Developer on completion of the walls, internal plaster, floorings doors and windows of the said property.

- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said property.
 - vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said property is located.
 - vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said property is located.
 - viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the said property to the allottee on or after receipt of occupancy certificate or completion certificate.
- 1.4 It is agreed that the Society and developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the said property or building, as the case may be, without the previous written consent of the Allottee. Provided that the Society and developer may make such additions or alterations as may be required to be done by the Government, AMC and other authorities if any as per the provisions of the Act.
- 1.5. The Society and developer may, at the request of the Allottee/s, carry out any Extra work and/or internal changes or alteration or changes in specification as per Building Regulation of AMC, at the risk, cost and consequences of the Allottee/s. If these changes, etc. gives rise to any additional cost, the Allottee/s shall be required to pay the same to the Society and developer as may be certified by the Architect / Engineer of the scheme or according to the estimate that may be given by the Society and developer prior to the execution of such work. Any unforeseen circumstances and force majeure clause shall be effective as routine practice.
- 1.6 The Society and developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the

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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 **3 (Three)** percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Society and developer. If there is any reduction in the carpet area within the defined limit then Society and developer shall refund the excess money paid by allottee within forty-five days with annual interest, which not more than SBI MCLR+2%, from the date when such an excess amount was paid by the allottee. If there is any increase in the carpet area allotted to allottee, the Society and developer shall demand additional amount from the allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1.2 of this Agreement.

- 1.7 Subject to Clause **10** the Society and developer agrees and acknowledges, the Allottee shall have the right to the said property as mentioned below :
- (i) The Allottee shall have exclusive ownership of the said property;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable.
 - (iii) That the computation of the price of the said property includes recovery of price of land, construction of [not only the said property but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- 1.8 The Allottee has paid booking amount being part payment towards the Total Price of the said property at the time of application the receipt of which the Society and developer hereby acknowledges and the Allottee hereby agrees to pay

the remaining price of the said property as prescribed in the Payment Plan as may be demanded by the Society and developer within the time and in the manner specified therein :

Provided that if the Allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

- 2.1 Subject to the terms of the Agreement and the Society and developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Society and developer, within the stipulated time as mentioned in the payment plan through A/c Payee cheque/demand draft or on line payment (as applicable in favour of '**GUNATIT INFRASTRUCTURE PVT.LTD.**' payable at Ahmedabad.
- 2.2 The Society and developer shall issue receipt for all the amount they may be received/paid under the agreement to the Allottee/s. No claim for any payment shall be valid, save and except in respect of which the Society and developer has issued such receipts.

3. FORMATION OF SOCIETY FOR MAINTENANCE

- 3.1 The Allottee alongwith other Allottee/s of the said property in the scheme shall join in Society.
- 3.2 Within 15 days after notice in writing is given by the Society and developer to the Allottee that the said property is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. proportion to the carpet area of the said property) of outgoings in respect of the project land and Scheme/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the society provisional monthly contribution towards the outgoings. The amount so paid by the Allottee to the society shall not carry any interest and remain with the society.

- 3.3 Over and above amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Society and developer such proportionate share of the outgoings as may be determined by the Society and developer and which are not covered in any other provision of the agreement.
- 3.4 The Allottee shall pay all expenses to the Society and developer for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocate of the Society and developer in connection with necessary modification in the society and for preparing its rules, regulations and bye law and the cost of preparing and engrossing the conveyance or assignment of lease.
- 3.5 It is hereby agreed by the Allottee/s that he/she/it/they shall deposit with the society the amount of towards Common Maintenance, Deposit and Monthly Maintenance Charge along with the payment of last installment. Similar Common Maintenance Advance will be received from the other Allottee/s. The Society in turn will invest such Common Maintenance Advance in the securities in which they may deem fit, and from the interest income that may be earned there from shall be utilized towards Common Maintenance and other expense to be incurred. Further that the Allottee/s shall be required pay such addition amount in future to an extent, if such income is not sufficient for the purpose as may be fixed by the society. Provided further that the Common Maintenance Advance / balance thereof shall be transferable deposit to the society to be formed of all the property Holders for the maintenance and upkeeping of the said entire project.
- 3.6 The project shall always be known as “**ANTILIA ONE**”, and the name shall not be changed in any circumstances.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 4.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Society and developer with such permission, approvals which would enable the Society and

developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 4.2 The Society and developer accepts no responsibility in this regard. The Allottee shall keep the Society and developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Society and developer immediately and comply with necessary formalities if any under the applicable laws. The Society and developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Property applied for herein in any way and the Society and developer shall be issuing the payment receipts in favour of the Allottee only.

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Society and developer 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 Society and developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Society and developer to adjust his payments in any manner.

6. TIME IS ESSENCE

Time is of essence for the Society and developer as well as the Allottee. The Society and developer shall abide by the time schedule for completing the project and handing over the Said property to the Allottee after receiving the Building Use Permission or the completion certificate or both or as per advise of its Solicitors/Advocate (with or without B.U. Permission), as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other

obligations under the Agreement subject to the simultaneous completion of construction by the Society and developer.

7. POSSESSION OF THE SAID PROPERTY

- 7.1 Schedule for possession of the said property : The Society and developer shall give possession of the said property to the Allottee on or before **31/12/2024**. If the Society and developer fails or neglects to give possession of the said property to the Allottee on account of reasons beyond his control and of his agent by the aforesaid date then the Society and developer shall be liable to demand to refund to the Allottee the amounts already received by him in respect of the said property with interest as per rules from the date the Society and developer received the sum till the date the amounts and interest thereon is repaid.

If the Society and developer fails to abide by the time schedule for completing the project and handing over the said property to the Allottee, the Society and developer agrees to pay to the Allottee, who does not intend to withdraw from the project with interest, which not more than SBI MCLR+2% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Society and developer , interest, which not more than SBI MCLR+2% per annum, on all the delayed payment which become due and payable by the Allottee to the Society and developer under the terms of this Agreement from the date the said amount is payable by the Allottee to the Society and developer.

Provide that Society and developer shall be entitled to reasonable extension of time for giving delivery of said property on the aforesaid date, if the completion of Scheme in which the said property is to be situated is delayed on account of –

- (i) war, flood, drought, fire, cyclone, earthquake or act of God or any other calamity caused by nature affecting the regular development of the real estate project (“ Force Majeure”) ;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court

- (iii) Delay in obtaining Building Use Permission even Society and developer completed construction work due to any rules, notification of the Government

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Society and developer shall be entitled to the extension of time for delivery of possession of the said property, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Society and developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Society and developer shall refund to the Allottee the entire amount received by the Society and developer from the allotment within prescribed time limit as per rules. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Society and developer and that the Society and developer shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 The Society and developer hereby declares that the Floor Space Index available as on date in respect of the project land is 8110.80 square meters only and Society and developer has planned to utilize Floor Space Index of 18024 square meter and availing of TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to development control and regulations, which are applicable to the said project. The Society and developer has disclosed the Floor Space Index of 1991.60 square meters as proposed to be utilized by them on the project land in the said project and allottee has agreed to acquired the said property based on the proposed construction and sale of property to be carried out by the Society and developer by utilizing the proposed FSI and on the understanding that the "Declared" proposed FSI shall be belong to Society and developer Only.
- 7.3 Procedure for taking possession - The Society and developer upon obtaining the Building Use Permission from the competent authority shall offer in writing the possession of the said property, to the Allottee in terms of this Agreement to be taken within 3 month (three months from the date of issue of such notice and the Society and developer shall give possession of the said property to the

Allottee. The Allottee agree(s) to pay the maintenance charges as determined by the Society and developer /association of Allottees, as the case may be. The Society and developer on its behalf shall offer the possession to the Allottee in writing within 1 (one) month of receiving the Building Use Permission of the Project.

The Allottee shall take possession of the said property within 15 days of the written notice from the Society and developer to the Allottee intimating that the said property are ready for use and occupancy.

- 7.4 Failure of Allottee to take Possession of said property : Upon receiving a written intimation from the Society and developer as per clause 7.2, the Allottee shall take possession of the Said property from the Society and developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Society and developer shall give possession of the Said property to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.5 Possession by the Allottee - After obtaining the Building Use Permission and handing over physical possession of the said property to the Allottees, it shall be the responsibility of the Society and developer to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- 7.6 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act :

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Society and developer the Society and developer herein is entitled to forfeit the 10% of the total price consideration of the said property. The balance amount of money paid by the Allottee shall be returned by the Society and developer to the Allottee within prescribed time limit as per rule.

8. REPRESENTATIONS AND WARRANTIES OF THE SOCIETY AND DEVELOPER

- 8.1 The Society and developer has absolute, clear and marketable title with respect to the said Land except those mentioned in the detailed search report on title and same is accepted by the Allottee ; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project ;
- 8.2 The Society and developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project ;
- 8.3 There are no other encumbrances upon the said Land or the Project ;
- 8.4 There are no litigations pending before any Court of law with respect to the said Land, Project except those mentioned in the detailed search report on title ;
- 8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said property are valid and subsisting and have been obtained by following due process of law. Further, the Society and developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and said property and common areas ;
- 8.6 The Society and developer confirms that the Society and developer is not restricted in any manner whatsoever from selling the said property to the Allottee in the manner contemplated in this Agreement ;
- 8.7 At the time of execution of the conveyance deed the Society and developer shall handover lawful, vacant, peaceful, physical possession of the said property to the Allottee ;
- 8.8 The Society and developer has duly paid all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities ;
- 8.9 No notice from the Government or any other local body or authority or any legislative enactment, government

ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Society and developer in respect of the said Land and/or the Project.

9. REPRESENTATION AND WARRANT OF THE ALLOTTEE
;

- 9.1 To maintain the said property at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said property is taken and shall not do or suffer to be done anything in or to the building in which the said property is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the project in which the said property is situated and the said property itself or any part thereof without the consent of the local authorities, if requires.
- 9.2 Not to store in the said property or the common areas of the project any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the projects in which the said property is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the common areas or any other structure of the projects in which the said property is situated, included entrances of the building in which the said property is situated and in case any damages is caused to the project in which the said property is situated or the said property on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- 9.3 To carry out at his own cost all internal repairs to the said property and maintain the said property in the same condition, state and order in which it was delivered the project in which the said property is situated or the said property which may be contrary to the rules and regulation and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 9.4 Not to demolish or cause to be demolished the said property or any part thereof, not at any time make or cause to be made any addition or alteration of whatever

nature in or to the said property or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said property is situated and shall keep the portion, sewers, drains and pipes in the said property and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support and shall no chisel or in any other manner cause damage to columns, beams, wall, slabs or RCC, Partition or other structural members in the said property without the prior written permission of the Society and developer and/or Society or the Limited Company.

- 9.5 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the project or anywhere on the exterior of the Project, or Common Areas.
- 9.6 The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.
- 9.7 The Allottee shall also not remove any wall, including the outer and load bearing wall of the said property. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Society and developer and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 9.8 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 project in which the said property is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 9.9 Not to throw dist, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said property in the compound, passage or any portion of the project land and the building in which the said property is situated.
- 9.10 Pay to the Society and developer within fifteen days of demand by the Society and developer 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 Said property is situated.

- 9.11 The Allottee/s shall not use the said property or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyances to the occupiers of the other premises in the project or to the owners or occupiers of the neighboring properties not for any immoral or illegal purposes.
- 9.12 The 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 said property by the Allottee for any purpose other than for purpose for which it is sold.
- 9.13 The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said project and the said property therein and for the observance and performance of the Building Rules, Regulations and Bye laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society and developer / Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said property in the project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 9.14 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said property and project or any part thereof. The Allottee shall have no claim save and except in respect of the said property hereby agreed to be sold to him/her/them and all open spaces, parking spaces, will remain the property of the Society and developer until the same is transferred as hereinbefore mentioned.
- 9.15 The Allottee shall use the said property or any part thereof or permit the same to be used only for purpose of Residential as per plan and permission of the AMC in future. otherwise Society will be entitled to take the possession of the said property from the Allottee/s and the society shall have every rights to sell the said property to any other person as it may deems fit and proper.

- 9.16 That parking facility allotted in the Ground Floor (Hollow Plinth) and 1st cellar and same shall be use in general and in future society if allotted separate parking space to each member then it will be binding to each members.
- 10.** The Allottee shall be considered under a condition of default, on the occurrence of the following events :
- (i) In case the Allottee fails to make payments for 2 consecutive demands made by the Society and developer as per the Payment Plan mentioned hereinabove, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Society and developer on the unpaid amount at the rate specified in the Rules.
 - (ii) In case of default by Allottee under the condition listed above continues for a period beyond 2 consecutive months after notice from the Society and developer in this regard or make the said mistake 3 (Three) times during total payment plan the Society and developer shall cancel the allotment of the said property in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the 20 % of total price and the interest liabilities and this Agreement shall thereupon stand terminated.

11. CONVEYANCE OF THE SAID PROPERTY

- 11.1 The Society and developer on receipt of complete amount of the Price of the said property under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said property together with proportionate indivisible share in the Common Areas. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Society and developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Society and developer is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).
- 11.2 On receiving full and final payment and other charges the sale shall be completed in favour of the Allottee/s only.

The Allottee/s shall not be entitled to sell and/or transfer his/her/their right, title, interest and benefits under letter of Booking and or this Agreement of Sell to any third party without NO OBJECTION CERTIFICATE from Society and developer. The Society and developer shall be entitled to charge the transfer fee for giving such NO OBJECTION CERTIFICATE (NOC). The Allottee shall not be entitled for grant of such 'No Objection Certificate' (NOC) unless and until Allottee pay all sums payable to Society and developer.

- 11.3 All and every kind of costs, charges and expenses regarding stamp duty, registration fees, legal fees and other expenses required to be paid, spent or incurred for legal and proper completion of transaction of making available the Said property to the Allottee/s and relating agreement, conveyance, document/s, papers and writings that may be required to be executed and/or registered for the purpose shall be borne by the Allottee/s.

12. MAINTENANCE OF THE SAID PROPERTY / PROJECT

The Society and developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee/s.

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

The Allottee hereby agrees to acquired the said property on the specific understanding that is his/her/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the society of Allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her/their obligations in respect of the terms and conditions specified by the society or maintenance agency or the association of Allottee/s from time to time.

If within a period of **Five (5) years** from the date of handing over the said property to the Allottee, the Allottee brings to the notice of the Society and developer any structural defect in the property or the project in which the property are situated or any `s on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Society and developer 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 Society compensation for such defect in the manner as provided under the Act. Provided that the Society and developer 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 Society and developer or beyond the control of the Society and developer.

14. RIGHT TO ENTER THE SAID PROPERTY FOR REPAIRS

The Society and developer of Allottee/s shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the society and/or maintenance agency to enter into the said property or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

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

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

17. SOCIETY AND DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Society and developer executes this Agreement it shall not further mortgage or create any further charge on the said property and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said property.

18. SAID PROPERTY OWNERSHIP ACT (OF THE RELEVANT STATE)

The Society and developer have assured the Allottees that the project in its entirety is in accordance with the provisions of The Gujarat Ownership Said property Act, 1973. The Society and developer showing compliance of various laws/regulations as applicable.

19. OTHER DIRECT OR INDIRECT TAX

The transaction covered by this agreement at present is not understood to be eligible to tax under some direct or indirect tax laws or similar other laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be liable to tax, either as a whole or in part or any inputs of materials or equipments used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be borne and payable by the Allottee/s on demand at any time.

20. ENTIRE AGREEMENT

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

21. RIGHT TO AMEND

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

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [said property] bears to the total carpet area of all the [said property] in the Project.

24. FURTHER ASSURANCES

All Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Society and developer through its authorized signatory at the Society and developers Office, or at some other place, which may be mutually agreed between the Society and developer and the Allottee, after the Agreement is duly executed by the Allottee and the Society and developer 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 Ahmedabad.

26. NOTICES

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

Name of Allottee : As above
Address of Allottee : As above

Name of developer : GUNATIT INFRASTRUCTURE PVT.LTD.
Address of developer : As above

It shall be the duty of the Allottee and the Society and developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Society and developer or the Allottee, as the case may be.

27. JOINT ALLOTTEES

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

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.

29. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

(35)

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Ahmedabad in the State of Gujarat in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT immovable property being Flat No. _____ in Block No. "_____" admeasuring about _____ sq.mts. (Carpet Area including wash yard and Balcony) situated on the _____ Floor in a scheme to be known as "ANTILIA ONE" constructed on the Freehold Non-Agricultural Land bearing Freehold Non-Agricultural Residential Use Land bearing Survey No. 298 PAIKI 5 and 299 PAIKI 1 admeasuring 2125 and 3743 sq.mts., respectively making total 5868 sq.mts. and covered within the Town Planning Scheme No. 2 and of Final Plot No. 274 was given in lieu thereof and area thereof fixed to the extend of admeasuring 4506 sq.mts. togetherwith undivided and undemarkamated share in the said land admeasuring _____ sq.mts. of Mouje Ghatlodia of Ghatlodia Taluka in the Registration District of Ahmedabad and Sub-District of Ahmedabad - 2 (Wadaj) and situated at - B/h. Trisha Hospital, Nirnay Nagar Under Pass, Ghatlodiya, Ahmedabad-380061 and same is bounded as follows :

On or towards the North : By _____

On or towards the South : By _____

On or towards the East : By _____

On or towards the West : By _____

THE SECOND SCHEDULE ABOVE REFERRED TO

(PART-I)

Common Amenities and Facilities in the said Scheme

1. Attractive Main Gate
2. School Bus drop-of-zone
3. Entrance Foyer
4. Waiting area
5. 2 Premium Elevators
6. 24 hours water
7. Club House
8. Gymnasium
9. Children play area with indoor games

(36)

10. Parking areas on Ground Floor and 1st Cellar
11. Stair cabin and Overhead water tank above terrace level
12. Under ground water tank
13. Common lines for water supply
14. Common main lines and electric meter for electricity supply.
15. 24X7 security with CCTV surveillance, Fire safety.

(PART-II)

Specification of the said Unit

Structure	:	Quality controlled earthquake resistance, RCC frame structure.
Flooring	:	Designer vitrified tile flooring.
Finishes	:	Double coat or polymer textured external walls. Single coat mala plaster as internal walls.
Paint	:	Internal : Putty finish and External : Apex/acrylic/Textured.
Doors	:	Main door : Laminate finished door with wooden frame. Internal door : Pine wood flush doors with wooden frame.
Windows	:	Aluminum sliding windows with glass.
Kitchen	:	Vitrified tiles flooring. Mirror polished black granite platform with S.S. sink. Decorative tiles dado upto beam bottom level on the walls and ceramic or glazed tiles below platform.
Store	:	Kota stone/granite shelves.
Wash Area	:	Kota stone floor with dado of glazed tiles.
Bathrooms	:	Glazed/ceramic tiles dado upto beam bottom level, anti skid floor tiles & exhaust fan point.
Plumbing	:	CPVC/UPVC hot and cold water supply pipe.
Electrical	:	Single phase concealed electric copper wiring with adequate number of points in all rooms.

TV & Telephone point in drawing
room & master bedroom.
A/C point in master bedroom.
Premium modular switches.
Centralized DTH.

DTH

:

In witness whereof the parties hereto have hereunto set
and subscribed their hands in Witness whereof the day and
month first hereinabove written.

SIGNED AND DELIVERED BY THE
WITHIN NAMED SOCIETY

NEW GUNJAN
CO.OP.HOU.SOC.LTD., a Society
through its
chairman (1) Ganpatbhai D. Patel

Secretary (2) Prakashbhai T. Pithadiya
In the presence of :

- 1.
- 2.

SIGNED AND DELIVERED BY THE
WITHIN NAMED DEVELOPER

GUNATIT INFRASTRUTURE
PRIVATE LIMITED, a Company
through its director Yogesh
Rameshbhai Patel

In the presence of :

- 1.
- 2.

SCHEDULE UNDER SECTION 32-A OF

THE INDIAN REGISTRATION ACT

<u>SOCIETY</u>	<u>PHOTO</u>	<u>LEFT HAND THUMB IMPRESSION</u>
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NEW GUNJAN CO.OP.HOU.SOC.LTD., a Society through its		
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chairman (1) Ganpatbhai D. Patel		

Secretary (2) Prakashbhai T. Pithadiya		

DEVELOPER

GUNATIT INFRASTRUTURE PRIVATE LIMITED, a Company through its director Yogesh Rameshbhai Patel		

ALLOTTEE/S

