

AGREEMENT FOR SALE

(WITHOUT POSSESSION)

THIS AGREEMENT FOR SALE (“Agreement”) is entered into at Ahmedabad on this _____ day of _____, 2020:

BY AND BETWEEN

ADANI ESTATE MANAGEMENT PRIVATE LIMITED (AEMPL) (earlier known as SHANTIGRAM ESTATE MANAGEMENT PRIVATE LIMITED,) PAN: AAFCA6866L, a company originally incorporated with the name ADANI REALTY (AHMEDABAD) PRIVATE LIMITED under the Companies Act, 1956, having CIN No U45200GJ2005PTC047086 dated _____ having its registered office at "Adani House", Near Mithakhali Six Roads, Navrangpura, Ahmedabad - 380 009, Gujarat, India, for the sake of brevities, hereinafter referred to as the **“Promoter/Owner”** (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 **ONE PART;**

AND

1. (First Applicant)_____

PAN: _____, Aged Adult, residing at

2. (Second Applicant)_____

PAN: _____, Aged Adult, residing at

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

The Promoter and the Allottee, are hereinafter collectively referred to as **“the Parties”** and individually as a **“Party”**.

DEFINITIONS:

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

- a) **“Aggregate Payments”** shall mean Entire Consideration, amounts, contributions including fund contributions, interest, liquidated damages, other charges like premium location charges (i.e. Garden Facing, Open Facing, Floor Rise), infrastructure Development Charges, Club/Amenities Charges, AUDA, GEB and Legal Charges etc. and deposits, and taxes payable, and any other sums agreed to be paid, and/or required to be paid by the Allottee(s) herein and in relation to, and/or in pursuance of, the Agreement for allotment and sale herein.
- b) **“Agreement” means** an agreement for sale entered into between the Promoter and the Allottee;
- c) **“Applicable Laws”** shall mean and include any applicable statutes, laws, regulation, ordinances, rules, judgments, rule of law, orders, decrees, clearance, approvals, directives, guidelines, policy, notifications, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by any statutory or regulatory authority, in effect in India as on the date of this Agreement or thereafter, and in each case, as amended from time to time;
- d) **“Basic Consideration”** means consideration for the Unit which is inclusive of the price for the appurtenant areas of the said Unit meant for exclusive use of the Allottee and the price for the proportionate undivided share in the Project Land and is also inclusive of proportionate price for right to use the Common Areas and Facilities.
- e) **“Cancellation deed/ Agreement”** means **cancellation** of an Agreement for sale unilaterally executed by the Promoter does not create, assign, limit or extinguish any right, title or interest in the said **property** and is of no effect which does not create any encumbrance in the **property** agreed to be transferred.
- f) **“Carpet Area”** means the net usable area of a Unit, excluding the area covered by the external walls, area under service shafts, exclusive balcony or verandah area, exclusive wash area and exclusive open terrace area but includes the area covered by the internal partition walls of the Unit;
- g) **“Common Areas & Amenities”** means the areas, amenities and facilities to be developed upon the project land as a part of the Project, all within the project land which are intended for the common use of, inter alia, the Allottee(s), purchasers, owners and occupants, from time to time of Unit of Towers in ASTER and more particularly described in the statement annexed hereto and marked in **Third Schedule**.

h) **"Common Areas"** means

(i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;

(ii) the stair cases, lifts, staircase and lift lobbies, for escapes, and common entrances and exits of buildings;

(iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces;

(iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;

(v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;

(vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

(vii) all community and commercial facilities as provided in the real estate project;

(viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

i) **"Cut Off Date"** shall mean the date of receipt of Building Use permission.

j) **"Earnest Money"** means, a deposit or advance or sum or application fee which does not exceed more than ten (10%) percent (as per RERA Act, 2016) of the Basic Consideration of the Unit to be taken by Promoter from the Allottee against registration of Agreement for Sale.

k) **"Entire Consideration"** means the Basic Consideration and Other Charges details of which are provided in schedule annexed herewith and marked as **Fourth Schedule**. Shall hereinafter be collectively referred to as **"Entire Consideration"**.

l) **"Force Majeure Events"** includes any: (1) acts of God, wars, police actions, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, revolutions, insurrections, military or usurped powers, or civil wars, riots, commotions disorders, strikes or lockouts, munitions of war, explosive materials, ionising radiation or contamination by radioactivity, any kind of pandemic, any kind of epidemic and natural catastrophes, (2) hindrance, interference, or obstruction, suffered by the Promoter, in relation to the ASTER Project Land (defined hereinafter) or any part thereof, and/or the development of the ASTER Project Land and/or the Project, (3) claim, dispute, or litigation, which affects the ASTER Project Land or any parts thereof, and/or the Project, (4) notice, order, judgement, decree, rule, regulation, notification or directive, and/or policies of Governmental Authorities and/or terms and conditions or any Approvals, which affects the ASTER Project Land and/or the development thereof, and/or the Project, (5) prohibitory order being passed by any Governmental Authorities, which affects, or hinders, the ASTER Project Land and/or the development thereof or any part thereof, and/or the Project, (6) delay or refusal in issue of any Approvals, including occupation certificate/s, as may be required in respect of the Project, and/or the towers, and/or the Common Areas and Facilities (defined hereinafter) to be issued

by any Governmental Authority, and (7) non-availability, or short, or infrequent, supply, of steel, cement, other building materials, water or electric supply/connections, or drainage/sewage connections or labour, workers, TDR, etc.; not due to a default by the Promoter.

m) **"Indemnified Parties"** shall mean **ADANI ESTATE MANAGEMENT PRIVATE LIMITED (AEMPL)**, the Promoter, Promoter Affiliates and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns and the project management companies, O & M agencies etc. appointed by the Promoter for ASTER.

n) **"Management entity"** shall mean & means a service Society or company or such entity formed under the applicable law for the effective management, operation and maintenance of the Project and / or the ASTER scheme including the Common Areas and Facilities.

o) **"Project"** means the development of a building/tower consisting of Residential Units for the purpose of selling all or some of the said Units and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto;

p) **"RERA"** shall mean, (i) the Real Estate (Regulation and Development) Act, 2016 and the Gujarat Real Estate (Regulation and Development) (Matters Relating to the Real Estate Regulatory Authority) Rules, 2016, (ii) The Gujarat Real Estate (Regulation and Development) (Matters Relating to the Gujarat Real Estate Appellant Authority) Rules, 2016, (iii) the Gujarat Real Estate (Regulation and Development) (General) Rules, 2016, including its statutory modifications as may be in force from time to time;

q) **"Section"** means, a section of the RERA Act.

r) **" Specified Interest Rate "** means the interest rate calculated at the rate of State Bank of India's marginal cost of lending rate plus 2% per annum i.e. SBI MCLR + 2% per annum chargeable from the Allottee(s) by the Promoter, in case of default by the Allottee (s), which shall be equal to the rate of interest which the Promoter shall be liable to pay the Allottee(s), in case of default by the Promoter

s) **"Township O& M Agency:"** shall mean & means Shantigram Utility Services Private Limited (SUSPL) a Company formed under the Applicable law for the effective management, operation and maintenance of the entire Township Project

t) **"Unit"** means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in **"ASTER Project"** used or intended to be used for residential use only;

WHEREAS:

- A.** The said Promoter is engaged in the business of real estate development;
- B.** The Promoter, along with its associates, is developing an integrated township on the lands of four villages viz. Khodiyar, Jaspur, Dantali and Khoraj, falling within the limits of Ahmedabad and Gandhinagar Districts (“**Township Land**”) in a phased manner consisting of residential, commercial spaces and public infrastructure as per provisions of the Regulations for Residential Townships 2009 (“**Township Policy**”) as amended from time to time;
- C.** The Promoter had applied to the concerned authority for development of a township named “Adani Shantigram” on the Township Land (“**Shantigram Township**”) under the township policy of the Government of Gujarat including the Regulations for Residential Townships 2009 (“**Township Policy**”) as amended from time to time. The Promoter was granted an in-principle approval dated 28.6.2010 by the Urban Development and Urban Housing Department, Sachivalaya, Gandhinagar for the development of the Shantigram Township under the Township Policy and the Applicable Laws and necessary plans for said “**Shantigram Township**” has been sanctioned by Ahmedabad Urban Development Authority (AUDA) vide its order dated 24.12.2010.
- D.** By virtue of several sale deeds, as detailed in the below table, the Promoter became the absolute and unequivocal owner and possessor of and is sufficiently entitled to all those pieces and parcels of the non-agricultural lands bearing Block No. 318, 327, 328 and 345/1 of Moje Khodiyar, Taluka Dascroi and in the Registration District of Ahmedabad and Sub District of Ahmedabad-08 (Sola) (“**Larger Land**”) which is within the Shantigram Township;

Sr NO.	Village	Survey No.	Sale deed No.	Sale deed Date
1	KHODIYAR	318	1100	29.01.2016
2	KHODIYAR	327	16446	11.09.2009
3	KHODIYAR	328	16446	11.09.2009
4	KHODIYAR	345-1	16449	11.09.2009

- E.** The District Collector, Ahmedabad passed various orders vide which non-agricultural permissions for residential purpose, subject to conditions stated therein, were granted with respect to the said Larger Land inclusive of the Project Land being: (1) Block No. 318 admeasuring about 33755 sq.mtrs vide an Order bearing no. CB/ADM/T.N.A./Tatkal/Sec.65/S.R./412/2015 dated 28.01.2016 (2) Block No. 345 admeasuring about 52305.76 sq.mtrs vide an Order bearing no. T.P./LND/N.A./G.247/S.R./V/54 dated 19.12.1969 (3) Block No. 327, 328 and 343 paiki admeasuring

about 40802 sq.mtrs vide an Order bearing no.ACB/ TNC-3/Tatkal N.A. /Khodiyar-Block No 327,328, 343 paiki/S.R.01/ 17 dated 09.06.2017.

- F. That the Promoter proposes to develop a residential Project under the name **‘ASTER’** (hereinafter referred to as **“ASTER”** or **“Entire Project”**) on land bearing (1) Block No 318 paiki admeasuring about 1813 sq.mtrs (2) Block No 327 paiki admeasuring about 2243 sq.mtrs (3) Block No 328 paiki admeasuring about 14207 sq.mtrs (4) Block No 345/1 paiki admeasuring about 731 sq.mtrs totally admeasuring about 18994 sq meters (hereinafter referred to as **”Entire Project Land”**) forming part of said Larger Land, which is a part of the said Township Land AND more particularly described in PART A of schedule written hereunder and marked as **First Schedule**. The said Entire Project is being developed in two phases: Phase-1 & Phase-2. The said Entire Project consists of residential Units in two distinct phases as described in TABLE below:

PHASE –I

Tower/Block No. As Per Brochure	Block No. As Per Sanctioned Plans	No. of Floors	No of Units in Block
C			
D			
I			
J			
K			
L			
M			
	TOTAL		

PHASE –II

Tower/Block No. As Per Brochure	Block No. As Per Sanctioned Plans	No. of Floors	No of Units Per Block
A			
B			
E			
F			
G			
H			
TOTAL			

- G. **ASTER** is being developed in phases and all phases (**Phase-1 & Phase-2**) put together shall be considered as one single project and all Common Areas and

Facilities, amenities, parking areas, infrastructure etc. of ASTER / Entire Project shall be for the use and benefit of buyers of all the phases of the Entire Project.

- H.** As part of the **Phase – 1** development of ASTER / Entire Project (hereinafter referred to as “**ASTER Phase - 1**” or the “**Project**”), the Promoter is developing ____ residential Units on the lands totally aggregate admeasuring about **12424** Sq.Mtrs., forming part of said Entire Project Land being Non Agricultural lands bearing Block/Survey no. 318, 327, 328 and 345/1 of Village Khodiyar, Taluka Dascroi in the Registration District of Ahmedabad and Sub District of Ahmedabad-08 (Sola).(hereinafter referred to as “**Project Land**”), more particularly described in the **PART B** of the schedule hereunder written and marked as First Schedule. The said Project i.e. ASTER Phase-1 comprises of total Seven (07) nos. of residential towers along with basement or hollow plinth parking.
- I.** In view of the receipt of the permissions from concerned authorities as mentioned hereinbelow, the Promoter has commenced the development of the Project on the Project Land.
- J.** Ahmedabad Urban Development Authority (“**AUDA**”) has granted permission for carrying out development of the Project, and in furtherance of the same, has granted relevant sanctions including the lay out and building plans, elevations etc. on the said Project Land, duly approved by AUDA Vide Order No. _____ dated _____ under the Township Policy. A copy of the same is annexed herewith and marked as **Annexure A**.
- K.** That under Rule 29 of Companies (Incorporation) Rules, 2014, the name of said SHANTIGRAM ESTATE MANAGEMENT PRIVATE LIMITED was changed to ADANI ESTATE MANAGEMENT PRIVATE LIMITED on 07-11-2019 and Certificate to that effect was issued by Deputy ROC, Registrar of Company, ROC Ahmedabad on the same date.
- L.** The Promoter has registered the Project i.e. **ASTER PHASE 1** under the provisions of RERA with the Real Estate Regulatory Authority at Ahmedabad (hereinafter referred to as the said “**Authority**”) and the said Authority has issued a Registration Certificate of Project dated _____ bearing reference no. _____. A copy of the said Registration Certificate is annexed herewith at **Annexure-B**.
- M.** In the said Project known as **ASTER PHASE 1**, the Allottee/s herein has expressed his/her/ their desire for purchasing a residential Unit **No.** _____ admeasuring about _____ sq.mtrs (Carpet Area) situated on _____ **the Floor** of “**_**” **Tower**, hereinafter referred to as the “**said Unit**” in this Agreement for Sale and

more particularly described in the **Second Schedule** hereunder written. The detail of the Carpet Area (as per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the Allottee/s to the said Property is as follows:

Unit No. & Floor	Carpet Area Sq.Mtrs.	Balcony Area Sq.Mtrs.	Wash area (sq.mtrs)	Undivided proportionate of land (in sq.mtrs)

The above areas have been calculated on the basis of unfinished wall surfaces. The Allottee has checked the calculation of the areas and is satisfied with the same and has no disputes in this regard.

- N.** In furtherance to such proposal of the Allottee, the Promoter has furnished to the Allottee and the Allottee has read and verified the copies of:
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. N. A. permission in relation to the Project Land;
 4. Project specifications and related details; and
- and such other requisite documents and having been fully satisfied, has agreed not to raise any dispute/objection/question in respect of the same.
- O.** The Allottee has / have themselves and through their advocates/consultants verified all details and documents and the Allottee is fully satisfied about the right, title and interest of the Promoter with respect to the Project Land on which the said Project ASTER is being developed and regarding all the permissions obtained by the Promoter 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 Promoter with the RERA Authority and is agreeable and satisfied with the same.
- P.** Being satisfied with the title of the Project, Project Land and permissions so far granted by the concerned authorities, the Allottee submitted an application form dated _____ (“**Application**”) in order to book the said Unit in its / his / her / their favour. The Allottee has conducted a site visit and acquainted himself/ herself/ itself/ themselves with the site of the said Unit and has also verified the details and documents filed/uploaded on the website of the RERA Authority and is satisfied with the same.
- Q.** The Promoter has agreed to sell the aforesaid 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. situated on ____ the Floor of Tower ____ thereon together with the proportionate undivided share admeasuring about _____ sq.mtrs in the Project Land in **ASTER PHASE – 1**, more particularly described in the **Second Schedule** hereunder written, along with the right to use common areas and facilities appurtenant to the premises, the nature, extent and its description are more particularly described in the **Third Schedule** hereunder written (“**Common Areas and Facilities**”).

- R.** Under Section 13 of RERA, the Promoter is required to execute a written Agreement for Sale of said Unit with the Allottee(s) and also to register said Agreement under the Registration Act, 1908.
- S.** In view of the aforesaid, the Parties are desirous of recording the terms and conditions on which the Promoter has agreed to sell the said Unit to the Allottee and the Allottee has agreed to purchase the said Unit from the Promoter and therefore, the Parties have entered into this Agreement without possession on the terms and conditions more particularly set out herein without any prejudice to each other:

NOW THIS AGREEMENT WITNESSETH and in consideration of mutual promises and covenants, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged and agreed to by the Parties, the Parties have agreed to execute these presents as under:

1. SALE

- (a) The Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase from the Promoter, 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 / _____sqmtrs. situated on ____th Floor of Tower ____ thereon together with the proportionate undivided share admeasuring about _____ sq.mtrs in the Project Land in **ASTER Phase - 1** project in **Shantigram Township** situate lying and being at Moje Khodiyar, Dascroi, in the Registration District of Ahmedabad , Sub District Ahmedabad 8 (Sola) , and more particularly described in the Second Schedule to this Agreement, along with the right to use Common Areas and Facilities, more particularly described in the Third Schedule hereunder written.
- (b) The Promoter shall provide vehicle parking spaces in the Basement and/or Hollow plinth of the said Project as per the provisions of the prevalent General Development Control Regulations.
- (c) The specifications of the said Property with regard to the flooring, toilet fittings, sanitary fittings, lift etc. to be provided by the Promoter are as set out in **Annexure “D”**, annexed hereto. It is to be noted that the said specifications

are subject to change due to reasons beyond the control of the Promoter. The Allottee is satisfied about the specifications and amenities agreed to be provided by the Promoter and undertakes that the Allottee shall not raise any objection in this respect hereafter.

2. CONSIDERATION AND PAYMENT TERMS

A. Basic Consideration

The basic sale consideration with respect to the said Unit is agreed at Rs. _____ /- (Rupees _____ Only) (“**Basic Consideration**”). The Basic Consideration mentioned hereinabove is inclusive of the price for the appurtenant areas of the said Unit meant for exclusive use of the Allottee and the price for the proportionate undivided share in the Project Land. The Basic Consideration is also inclusive of proportionate price for right to use the Common Areas and Facilities.

B. Other Charges

In addition to the Basic Consideration, the Allottee shall also have to make due payments of other charges more particularly described in **Fourth Schedule** including charges towards:

- i. infrastructure development charges;
- ii. charges pertaining to AUDA / GEB / Legal/Water usage Charges;
- iii. Lumpsum maintenance charges for the Entire Project i.e. ASTER to be paid to the SUSPL for a period of approximately _____ months / years from the date of Cut Off Date towards the Allottee’s share for the maintenance, operation and management of the Entire Project and the Common Areas and Facilities (“**Society Maintenance Charges**”). On expiry of the aforesaid _____ years / months, the Allottee shall make such payment on a monthly basis towards Society Maintenance Charges as are decided by the Promoter / such other entity as the Promoter may designate / Society (defined hereinafter). In the event, if there is a shortfall of funds after utilization of the Society Maintenance Charges and the interest amount from the Society Maintenance Deposit (defined hereinafter), then on demand of the SUSPL, the Allottee shall make such payments towards the operation and maintenance of the Entire Project and the Common Areas and Facilities;
- iv. Society Maintenance Deposit, which shall be an interest free amount to be deposited with the SUSPL towards securing due payment of the Society Maintenance Charges and to meet any capital / major expenditure with respect to the maintenance, operation and management of the Entire Project and the Common Areas and Facilities (“**Society Maintenance Deposit**”).

The Promoter / SUSPL shall be entitled to utilize the interest generated out of the Society Maintenance Deposit towards maintenance,

operation and management of the Entire Project and the Common Areas and Facilities;

- v. Lumpsum maintenance charges of township for a period of approximately ____ months / years from the date of Cut Off Date, which shall be paid to the Shantigram Utility Services Pvt Ltd (SUSPL) for the operation and maintenance of the Shantigram Township (“**Township O & M Agency**”) towards the Allottee’s share for the maintenance of the Shantigram Township (“**Township Maintenance Charges**”). On expiry of the aforesaid ____ years / months, the Allottee shall make such payment on a monthly basis towards Township Maintenance Charges as are decided by the Promoter and / or the Township O & M Agency. The Township Maintenance Charges are presently calculated on a pre-estimated basis for the period of ____ years / months taking into account also the interest amount from the Township Maintenance Deposit (defined hereinafter). In the event, if there is a shortfall of funds after utilization of the Township Maintenance Charges and the interest amount from the Township Maintenance Deposit, then on demand of the Promoter / the Township O & M Agency, the Allottee shall make such payments as is necessary for the operation and maintenance of the Shantigram Township;
- vi. Township Maintenance Deposit, which shall be an interest free amount to be deposited with the Township O & M Agency/Promoter towards securing due payment of the Township Maintenance Charges and to meet any capital / major expenditure with respect to the maintenance of the Shantigram Township (“**Township Maintenance Deposit**”). The Township O & M Agency / Promoter shall be entitled to utilize the interest generated out of the Township Maintenance Deposit towards maintenance of the Shantigram Township;

The Allottee shall also bear any GST or any tax payable on the Township Maintenance charges, and Society Maintenance Charges. The abovementioned Society Maintenance deposit shall be transferred by the Promoter/SUSPL in the name of Society / Management Entity (as defined in clause 6 hereafter) / association of Allottees as and when it is formed and functional. The Promoter shall not pay any interest on the aforesaid amounts. The Society Maintenance Charges collected for the Entire Project will be utilized by the Promoter/Society for the maintenance of common amenities and up-keep of common areas and facilities of the Project. Surplus if any will be transferred to Management Entity without any interest, as and when formed and functional. The deficit if any shall be made good by the Allottee as may be demanded by the Promoter. It is hereby agreed by the Allottee that the common monthly running maintenance charges shall be

paid effectively from the date of receipt of Building Use Permission, irrespective of the date of booking or sale deed execution of the said Property.

- vii. any taxes, levies, charges, stamp duty charges, registration fees, brokerage, any third-party payment etc.

The amounts mentioned in **Fourth Schedule** hereto are indicative. The Allottee/s agrees to pay to the Promoter any incremental charges over and above the charges indicated in **Fourth Schedule**.

All the aforesaid charges (i to vii) are hereinafter collectively referred as “**Other Charges**” and details of which are provided in schedule annexed herewith and marked as **Fourth Schedule**. Further, the Basic Consideration and Other Charges shall hereinafter be collectively referred to as “**Entire Consideration**”. Taxes, if any, with respect to other charges shall be borne by the Allottee.

C. Payment Schedule

- (a) As per the terms of the Application, the Allottee had opted for the _____ Plan with respect to payment of the Entire Consideration. In furtherance of the same, the Allottee shall have to make due payments towards the Entire Consideration strictly as per the details and timelines as contained / stipulated in the schedule written hereinunder and marked as the **Fourth Schedule**.
- (b) The Allottee shall make payments towards the Entire Consideration in accordance with the **Fourth Schedule**, and as time is the essence of this Agreement, any default by the Allottee in this regard shall entitle the Promoter to enforce default remedies as set out in this Agreement in addition to any other remedy available to it in law.
- (c) Out of the Entire Consideration, the Allottee has already made payment of Rs. _____ /- (Rupees _____ Only) vide below mentioned cheques/D.D./RTGS along with the Application being part payment of the Entire Consideration of the said Unit agreed to be sold by the Promoter to the Allottee as “Earnest Money” (the payment and receipt whereof the Promoter doth hereby admit and acknowledges)

Sr No	Amount (In Rs.)	Cheque No/ D.D.No/RTGS (UTR No.) Date	Name of Bank & Branch
Total			

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

The Allottee has paid on or before execution of this agreement a sum of Rs (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner:-

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../ - (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

(e) **Exclusive of Taxes**

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

(f) **Escalation-Free**

The Entire Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in such charges as may be levied or imposed by the competent authority Local Bodies/Government after the execution of this Agreement. The Promoter agrees that while raising such a demand for such additional costs on the Allottee for any increase in the development charges, cost, or levies imposed by the competent authorities or the like, the Promoter shall enclose/intimate the said notification /order/rule/ regulation published/issued under which such additional charges are being levied, along with the demand letter being issued to the Allottee.

(g) **Variation**

The Promoter shall confirm the final Carpet Area of the Unit after the construction of the Unit is complete and the Building Use Permission is granted by the competent authority with respect to such Unit, by furnishing details of the changes, if any, in the Carpet Area, subject to a variation cap of (3%) three percent. If the variation in carpet area of Unit is more than 3% (three percent) then the Basic Consideration and Other Charges (calculated on area basis) payable for the Carpet Area shall be recalculated respectively for the changed area, upon confirmation by the Promoter. If there is any reduction in the Carpet Area of more than 3% (three percent), then the Promoter shall refund the excess monies paid by the Allottee within 45 (forty-five) days from date of receipt of notice from Allottee with interest calculated at the rate of State Bank of India's marginal cost of lending rate plus 2% per annum i.e. SBI MCLR + 2% per annum ("**Specified Interest Rate**"), from the date of receipt of such excess amount from the Allottee. If there is any increase in the Carpet Area of more than 3% (three percent) of the Unit, then the Promoter shall raise an appropriate demand of additional amounts to the Allottee and Allottee shall pay such additional amounts within 45 (forty-five) days of such demand.

(h) **Adjust / Appropriation**

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

(i) **Usage**

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

(j) **Delayed Payment Interest**

In case of any delay of any payment or part thereof, due and payable under this Agreement from the Allottee, including but not limited to the installments of the Entire Consideration as per the Fourth Schedule, then notwithstanding and/or without prejudice to the Promoter's rights of termination of this Agreement, the Allottee shall be liable to pay interest at Specified Interest Rate on all such delayed payments from the due date as specified in Fourth Schedule under this Agreement till the date of actual receipt of the delayed payment. The Promoter shall, under such circumstances, be entitled to withhold the delivery of possession of the Unit to the Allottee until the actual receipt of all and entire dues under this Agreement from the Allottee.

(k) **Dishonor of instruments**

If any of the payment cheques/ banker's cheque or any other payment instructions of/ by the Allottee is/ are not honored for any reason whatsoever, then the same shall be treated as default under this Agreement and the Promoter may at its option

be entitled to exercise the recourse available thereunder and under Law Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of INR 5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be INR 10,000/- (Rupees Ten Thousand only) in addition to the interest for delayed payment. Thereafter, no cheque will be accepted, and payments shall be accepted through bank demand draft(s) only.

(l) **Transfer of Allottee's Rights Under this Agreement for Sale:**

- (a) The Allottee(s) shall not be permitted to transfer his/their rights under this Agreement for Sale in favour of any third party for a period of 18 months from the date of Booking.
- (b) If, after a period of 18 months from the date of Booking, the Allottee(s) wishes to transfer his/their rights under this Agreement for Sale in favour of any third party then this Agreement for Sale shall be cancelled by the Parties and the Promoter shall execute a fresh Agreement for Sale in favour of the nominee third party of the Allottee(s) on the same terms and conditions as agreed herein. Allottee(s) or nominee third party of the Allottee(s) shall bear all the necessary charges not limiting to below clause K (d) for completion of sale transaction between the parties and nothing shall be payable by the Promoter.
- (c) It is further agreed between the Parties that in case of second transfer of Allottees rights under this Agreement, the Promoter shall be entitled to charge a fee of Rs. 100/- per sq. feet as transfer fee for each subsequent transfer.
- (d) It is further clarified and agreed between the Parties that all costs such as stamp duty, registration fees, legal fees, taxes, etc. with respect to Cancellation Deeds or new Agreement for Sale or any other document shall be borne and paid by the Allottee or his transferee and nothing shall be payable by the Promoter.

3. COMPLETION

- (a) On or before 19.06.2025, subject to terms of this Agreement including the Force Majeure events, the Promoter shall, complete, (i) the Project and (ii) obtain Building Use Permission / occupancy certificate from the concerned Authority with respect to said Unit (“**Completion Date**”).
- (b) The Promoter shall be entitled to any reasonable extension for handing over the possession of the Unit, if the completion of the Project in which said Unit is situated, is delayed on account of Force Majeure Events.
- (c) In the event, if the necessary permissions / approvals / clearances etc. as may be required for handing over the possession of the Unit to the Allottee is delayed on account of any reason not attributable to the Promoter, including any delay from the competent authority to grant / sanction such permissions / approvals / clearances, commencement of any legal proceedings adversely affecting the procurement of

such permissions / approvals / clearances etc., then the Promoter shall not be held responsible for any ensuing delay in handing over of the possession of the Unit beyond the Completion Date.

- (d) If the Promoter fails to complete the Project by the Completion Date, except as provided for in this Agreement including Force Majeure Events, then the Promoter agrees to pay to the Allottee who continues with the allotment of the Unit, interest at the Specified Interest Rate, on all the amounts paid by the Allottee, for such period of delay, till the date of handing over the possession of the Unit to the Allottee.
- (e) The Allottee shall have a right to cancel / terminate this Agreement and withdraw from the Project only if the Promoter fails to complete the Project within Completion Date subject to sub-clauses (b) and (c) hereinabove. Upon such cancelation / termination and withdrawal by the Allottee from the Project, the Promoter shall repay Basic Consideration paid by the Allottee (excluding taxes) along with interest at the Specified Interest Rate calculated from the date of receipt of such amounts respectively till the date of actual payment/refund to the Allottee. Upon refund of the said amount together with interest as stated hereinabove, the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever with respect to the Unit in any manner whatsoever and the Promoter shall be entitled to deal with or dispose of the Unit or part thereof to any person or party as the Promoter may desire at its absolute discretion.
- (f) Notwithstanding anything to the contrary contained in this Agreement, if as a result of any legislative order or requisition or direction of the Government or public authorities, the Promoter is unable to develop or give possession of the Unit to the Allottee, then and in such an event, the only responsibility and liability of the Promoter will be, to pay over to the Allottee the actual amounts paid by the Allottee to the Promoter (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, any third party payment etc.) till then, without any interest thereon and thereupon this Agreement, shall ipso facto and automatically stand terminated.

4. FSI ENTITLEMENT

- (a) Under the Applicable Laws, the Promoter has been granted integrated global Floor Space Index (“FSI”) with respect to the Township Land on which the Shantigram Township is being developed (“Global FSI”).
- (b) The Promoter shall utilize 12424 square meters as per regular FSI, 18636 square meters as regular plus chargeable FSI and 45457.51 square meter as per Global FSI available under Township Policy, towards the development of the Project (“Project FSI”). Towards the Global FSI, the Promoter may avail Transfer

Development Rights (“**TDR**”) or FSI available on payment of premiums or FSI available as an incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or Township Policy or based on the expectation of increased FSI which may become available in future on modification to Development Control Regulation or Township Policy, which are applicable to the said Shantigram Township. Pursuant thereto, the Allottee hereby specifically agrees and consents that the Promoter shall be entitled to consume the balance FSI remaining after deducting the Project FSI from the Global FSI at its sole discretion. Any additional FSI that maybe available with respect to the Shantigram Township due to any governmental norms/ regulations/ policies, the same shall belong to the Promoter only subject to the Applicable Laws. The Allottee hereby admits and acknowledges the aforesaid rights of the Promoter and shall not at any time raise any dispute objection or contention whatsoever in that behalf and hereby expressly, unconditionally and irrevocably gives consent to the same.

5. POSSESSION

- (a) The Promoter shall deliver possession of said Unit on or before 19.06.2025. The Promoter within a period of 30 (thirty) days, from the procurement of the Building Use permission pertaining to the Unit , shall offer in writing, the possession of the Unit , to the Allottee in terms of this Agreement, subject to the payment of the Entire Consideration by the Allottee, (“**Possession Notice**”). Within _____ days from the receipt of the Possession Notice from the Promoter, the Allottee shall make complete payment of the Entire Consideration in terms of this Agreement. Pursuant to such payment of the Entire Consideration, the Promoter and the Allottee shall execute and duly register a Conveyance Deed with respect to the Unit (“**Conveyance Deed**”) along with execution of other necessary documents, indemnities, declarations and such other documentation as prescribed by Promoter and once the Conveyance Deed is executed and registered, the Allottee shall take possession of the Unit. Upon receiving possession of the Said Unit , the Allottee/s shall be deemed to have accepted the Said Unit, in consonance with this Agreement, and shall thereafter, not make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed. The Allottee/s expressly understands that from such date the risk and ownership to the Said Unit shall pass and be deemed to have passed to the Allottee/s.
- (b) If the Allottee fails to take possession of the said Unit within ____ days of the receipt of the said Possession Notice after complying with all the terms as mentioned therein and herein (“**Cut Off Date**”), for any reason not attributable to the Promoter, then the Allottee shall pay Rs. _____ per day as Holding Charges to the Promoter (“**Holding Charges**”) and from such Cut Off Date the Promoter shall be entitled to utilize / charge / appropriate Other Charges with respect to the Unit like Society Maintenance Charges, Township Maintenance Charges, interest amounts

from Society Maintenance Deposit, Township Maintenance Deposit or charges as stated in Clause 2 (B) above etc., and from such Cut Off Date the Allottee shall be liable to make payments of such municipal taxes, proportionate land revenue, water taxes, electricity charges and other such charges or like as applicable. The Holding charges shall be limited to a maximum period of ____ days. Upon expiry of such a period, the Promoter will be entitled and forced to cancel / terminate this Agreement unilaterally. The Allottee/s hereby irrevocably gives his/her/their absolute consent/right/authority for such unilateral termination to the Promoter due to breach on the part of Allottee/s. On such cancellation / termination of this Agreement by the Promoter, the Promoter shall be entitled (i) to forfeit an amount equal to 20% of the Basic Consideration along with Brokerage charges, taxes paid and interest payable as damages and (ii) deduct any such amount as may be due to the Promoter, and the balance amount, after forfeiture and deduction of the aforesaid amount from the total payments received by the Promoter from the Allottee under this Agreement, shall be refunded to the Allottee without any interest. Upon such refund of the said amount, the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever against the Unit in any manner whatsoever and the Promoter shall be entitled to deal with or dispose of the Unit or any part thereof to any person or party as the Promoter may desire at its absolute discretion. The cost, charges and expenses incurred relating to the same by the Promoter shall be to the account of the Allottee and the Allottee shall be liable to pay and reimburse the same immediately on demand by the Promoter.

6. ASSOCIATION OF ALLOTTEES

- (a) The Promoter shall take necessary steps for formation of association of Allottees of all the Units in the Project and / or the Entire Project i.e. the ASTER scheme, either in the form of a co-operative service Society or company or any such other legal entity as may be deemed fit and proper by the Promoter (“**Society**” or “**Management Entity**”) under the Applicable Law for the effective management, operation and maintenance of the Project and / or the Entire Project i.e. ASTER scheme including the Common Areas and Facilities. The Promoter may, in its discretion, form common Society for one or more or all phases of the Entire Project or may form separate Societies for different phases of Entire Project. The Allottee herein along with other Allottees in the Project / Entire Project, as the case may be, shall participate/join in such formation and/or become a member of such Society to be known by such name as the Promoter may decide by purchasing necessary shares and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for becoming a member of the Society / the Management Entity. The Allottee hereby undertakes to sign and execute such documents and or instruments including any applications for registration and / or membership necessary for the above purpose and return such duly executed documents and or instruments/ applications to the Promoter within (7) seven days of the same being forwarded by the Promoter to the

Allottee. The Allottee shall not raise any objection to any changes or modifications made in the bye-laws, or the memorandum and/or articles of association and such other charter documents of the Society. The Allottee agrees to observe and abide by the rules and regulations of the said Society from time to time.

- (b) The Promoter/SUSPL shall hand over the operation, maintenance and management of the Project along with physical possession, and requisite documents, of the Project including the Project Land etc. to the Society in accordance with the Applicable Laws (“**Society Handover**”). Pursuant to the Society Handover, subject to there being no outstanding amount payable from Allottee towards the Society Maintenance Charges and to meet any capital / major expenditure with respect to the maintenance, operation and management of the Project and / or the Entire Project i.e. ASTER scheme and the Common Areas and Facilities and other outgoings, the Promoter/ such other entity as the Promoter may designate, shall transfer the Society Maintenance Deposit with respect to the Allottee, if any, to the Society’s Account.:
- (c) Pursuant to the formation of Society and after the expiry of ____ months / years as referred to in clause ____, the Promoter / the Township O & M Agency (SUSPL) shall raise invoice for Township Maintenance Charges to the Society. The Society and the Allottee shall ensure that the Society collects the Township Maintenance Charges towards the operation and maintenance of the Shantigram Township from each Allottee / Unit holder in the Project for payment of the same to the Promoter /Township O & M Agency within ____ days of the demand made / invoice raised by the Promoter /Township O & M Agency. In case if there is any default by the Society in making due payments to the Promoter /Township O & M Agency, the Promoter /Township O & M Agency shall be entitled to charge interest @ Specified Interest Rate on outstanding demand /stop / cancel / terminate such township services to the Project, as it may deem fit.
- (d) It is further agreed between the Parties that the O & M Agency shall raise invoices to the Society and to its members as and when it is formed and the Society shall be responsible to collect maintenance charges pay to the O & M Agency. However till the date Society is not formed, the Allottee/s shall be liable to pay the maintenance charges directly to the O & M Agency. The Allottee/s acknowledges that the interest on Society Maintenance Deposit and the Society Maintenance Charges shall be utilized by the Promoter with respect to the maintenance and upkeep of all Common Areas and Facilities and amenities in the Entire Project i.e. ASTER scheme including all its phases, of which the Project is one of the phases.
- (e) It is expressly agreed by and between the Parties and the Allottee hereby confirms that the Promoter shall not be liable to pay maintenance and any other charges of

any nature whatsoever in relation to any of the unsold Units in the Entire Project including the Project.

- (f) It is acknowledged by the Allottee that the Township Maintenance Charges and Society Maintenance Charges are charges for the commercial/residential services of maintenance and operation of the Shantigram Township and the Entire Project i.e. ASTER scheme, including the Common Areas and the Facilities, provided by the Promoter and / or the agencies appointed by it and therefore, neither the Promoter nor the agencies appointed by it for the maintenance and operation of the Shantigram Township and the Entire Project i.e. ASTER scheme including the Common Areas and the Facilities, shall be liable / responsible to provide any accounts of the same.
- (g) Right to use the Common Areas and Facilities of the Allottee shall be subject to due payments towards maintenance as may be decided by the Society after the Society Handover.
- (h) It has agreed between the Parties that if prior to Society Handover, the Allottee/s herein or the occupier of the Unit fails to pay any charges / expenses etc. as referred to in this Agreement, then at the time of Society Handover the Promoter shall be entitled to deduct such outstanding amount alongwith applicable Specified Interest Rates payable by the Allottee. The Allottee or other members of the Society shall not raise any dispute in this regard.

7. PROVISIONS RELATING TO ALLOTTEES RESIDING OUTSIDE INDIA:

- (a) If the Allottee is a non-resident/ foreign national of Indian origin, foreign nationals/ foreign company, any refund in terms of this Agreement shall be made in accordance with the provisions of FEMA or statutory enactment or amendment thereof and the rule and regulation of the Reserve Bank of India or any other Applicable Law. The Allottee understands and agrees that in the event of any failure on his/ her/ its/ their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/ she/ it/ they shall be liable for any action under FEMA as amended from time to time. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. The Promoter accepts no responsibility in this regard. Further, whenever there is a change in the residential status of the Allottee after this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter.
- (b) For the purpose of remitting funds from abroad by the Allottee, the particulars of beneficiary are to be furnished as may be required by the Promoter.

- (c) The Promoter shall not be responsible towards any third party making payment/remittance on behalf of the Allottee and such third party shall not have any right in the Unit in any manner whatsoever and the Promoter shall issue the payment receipt in the name of the Allottee only.

8. RULES

The Allottee shall strictly comply with the following rules pertaining to the Unit, Entire Project and Shantigram Township:

- (a) Allottee shall not make or permit any disturbing noises in the Entire Project i.e. ASTER scheme including the Project and Shantigram Township or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other Allottees in the Entire Project i.e. ASTER scheme including the Project / Shantigram Township. Allottee shall not use any loud speaker in the Unit if the same shall disturb or annoy other occupants of the Entire Project i.e. ASTER scheme including the Project / Shantigram Township.
- (b) 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 install outer Unit of the Air Conditioning anywhere in or around the Unit other than the space specified by Promoter/Society with prior permission of the Promoter/Society.
- (c) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Entire Project i.e. ASTER scheme including the Project / Shantigram Township except such, as shall have been approved by the Promoter, nor shall anything be projected out of any window of the said Unit without similar approval.
- (d) Utility balcony should not be covered and windows and frames of windows of each Units should not be modified or replaced.
- (e) Water-closets and other water apparatus in the Entire Project i.e. ASTER scheme including the Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee.
- (f) No bird or animal shall be kept or harboured in the common areas of the Entire Project i.e. ASTER scheme including the Project / Shantigram Township. Encroachment of common area in front of the main entrance door is not permitted.

In no event shall dogs and other pets be permitted on the Common Areas and Facilities of the Entire Project i.e. ASTER scheme including the Project unless accompanied by their respective owner.

- (g) Garbage and refuse from the Unit shall be deposited in such place and at such time and in such manner as the Promoter/ Society may direct. The Allottee will be responsible to ensure that the garbage and refuse are collected and disposed in a proper manner. That the dry and wet garbage shall be separated and the wet garbage generated in the Building/Wing shall be treated separately on the Project Land by Allottee and other Unit occupants of the building/Tower.
- (h) No vehicle belonging to an Allottee or to a member of the family or guest, tenant or employee of the Allottee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Entire Project i.e. ASTER scheme including the Project.
- (i) The lobbies, entrances and stairways of the Said ASTER scheme shall not be obstructed or used for any purpose other than ingress to and egress from the Said Unit.
- (j) No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the Said ASTER scheme. No Plant Pots, artificial grass, plants, sheds, hanging pots shall be allowed to place in the passage, balconies or frontage of Units without the prior approval of the Promoter / Society. No fences, plastic sheds or partitions shall be placed or affixed to any terrace/balconies without the prior approval of the Promoter / Society.
- (k) No aerial shall be attached to or hung from the exterior of the Said Unit.
- (l) These rules may be added to, amended or repealed at any time by the Promoter / Society.

9. COVENANTS, REPRESENTATIONS & WARRANTIES OF THE PROMOTER

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

- (a) The Promoter has a clear and marketable title with respect to the said Project Land and the Promoter has the requisite permissions from the concerned authorities to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project.

- (b) The Promoter shall ensure that there is no charge / encumbrance existing over the Unit at the time of the Conveyance Deed.
- (c) There are no litigations pending before any Court of law with respect to the Project Land or the Project, except if any, as stated in in the title report of the legal advisors of the Project.
- (d) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Unit which will, in any manner, prejudicially affect the rights of Allottee under this Agreement.
- (e) The Promoter has duly paid and shall continue to pay and discharge all applicable 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 Unit to the competent Authorities till the time Building Use Permission with respect to / in relation to the Unit is obtained.
- (f) The specifications as mentioned in the Annexure D are of a general and indicative nature, consequently there may be some changes in the color, design, pattern, texture or the like in the actual products.
- (g) If within a period of (5) five years from date of Building Use Permission/from the date of handing over the possession whichever is earlier 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 Unit.
 - iv. In case where guarantees and warrantees are provided by the third parties, the same shall be extended to the Allottee. The Promoter shall not be liable for any such warrantees and guarantees which shall be on such terms and

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

- v. The Society or the Allottee has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/Promoter.
 - vi. The Allottee has carried out any alterations of any nature in the said Unit which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, pipes, water supply connections or any erection or alteration in the bathroom, toilet etc. If any of such work/s is/are carried out then the defect liability of the Promoter automatically shall become void.
- (h) The Promoter shall transfer the proportionate undivided title of the Project Land to the Allottee but shall handover peaceful possession of the Project Land, the Common Areas and Facilities to the Society.
- (i) The Promoter shall have no claim on the terrace rights after Building Use Permission of the Unit has been obtained, provided however that, such rights / claims shall be governed in accordance with and subject to the provisions of this Agreement. The terrace above each block shall be common terrace where no temporary or permanent construction shall be permissible and shall always be kept open. The Allottee is also aware that all other Allottees/ owners shall also be entitled to use and enjoy the Common Areas and Facilities and they also shall have undivided interest therein. It is agreed that the Allottees will be entitled to use and enjoy the undivided Common Areas and Facilities only after and upon payment of necessary charges/fees and by becoming member of Society.
- (j) The Promoter has provided vehicle parking spaces in the basement and hollow plinth in the Project as per the provisions of the prevalent General Development Control Regulations. The Promoter has informed the Allottee that there is mechanical Stack Parking in part and in such parking, large vehicles shall not be able to fit.. It has been agreed between the Parties that the Society shall regulate the use of such parking spaces and the parking allotment shall be through lottery system by the Society. The 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 two-wheelers and if permissible the Management Entity may use other open areas or marginal subject to GDCR areas for allotment of parking spaces to the occupiers of the Project subject to GDCR. The Allottee shall not raise any dispute in this regard. Along with the sale and purchase of said Unit , the Promoter shall provisionally allot dedicated parking space to the Allottee in the basement or stack parking space in basement or parking space in hollow plinth of Project and the

Allottee shall park his / her / its vehicle in that allotted space only. The Allottee acknowledges that the Promoter has not charged any price for allotment of parking spaces in the Project. The Allottee hereby aware and unequivocally agrees, consents and confirms that the Allottee and his/her 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 of the Entire Project. Strict action shall be taken against the Allottee, including imposition of fine, if he/she or any of his/her family members doesn't follow the parking rules. 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 Entire Project.

- (k) 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 kutchra or pucca construction grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles therein shall not be permitted. Not to park car on the pathway or open spaces of the Township Project or at any other place except the space allotted to him and shall use the pathways as would be decided by the Promoter/ Society.
- (l) The Allottee agree(s) and confirm(s) that all open car parking space(s) will be dealt with in accordance with the relevant laws. The Allottee hereby declares and confirms that except for the Car Park(s) allotted by the Society, the Allottee/s do/es not require any parking space/s including open car parking space(s) and accordingly the Allottee/s waives his/ her/ its/ their claim, right, title, interest whatsoever on the areas of parking space(s) in the Township Project. The Allottee/s further agree(s) and undertake(s) that it shall have no concerns towards the identification and allotment/allocation of parking space(s) done by Society, at any time and shall not challenge the same anytime in future. The Allottee/s agree(s) and acknowledge(s) that Society shall deal with the parking space(s) in the manner it deems fit, subject to the terms of bye-laws and constitutional documents of the Society / the relevant laws.

10. COVENANTS, REPRESENTATIONS & WARRANTIES OF THE ALLOTTEE

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

- (a) The Allottee shall regularly pay all amounts (including interest) payable in accordance with and as required under the provisions of this Agreement.

- (b) Time is of essence for the Promoter as well as the Allottee. The Allottee shall also make timely payments of the installment and other dues payable by him/her as provided in clause 2 (C) herein above ("Payment Plan") and meeting the other obligations under the Agreement and any default by the Allottee in this regard shall entitle the Promoter to enforce default remedies as set out in this Agreement.
- (c) For the purpose of facilitating the payments under this Agreement the Allottee may apply for and obtain financial assistance from Banks/ Financial Institutions, however, in no event, the Promoter shall assume any liability and/or responsibility for any loan and/ or financial assistance which the Allottee may obtain from such Bank/ Financial Institutions.
- (d) The Allottee shall comply with its/ his/ her/ their responsibility under various acts and regulations, including Income Tax provisions/ Tax Deduction at source and shall indemnify the Promoter from any non-compliance on its part.
- (e) The Allottee agrees that the Promoter herein ADANI ESTATE MANAGEMENT PRIVATE LIMITED is a private limited company incorporated under the Companies Act 1956, In future if the said Promoter company is 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 or is converted into Limited Liability Partnership firm, than such merger/demerger/ conversion shall not effect the rights and liabilities of the Promoter or the Allottee/s herein under this Agreement / Conveyance deed and the parties shall be bound by the terms and conditions mentioned herein
- (f) The Allottee shall use the Unit or any part thereof or permit the same to be used only for residential purposes in accordance with Applicable Law and the rules framed, if any, by the Society. . The Allottee shall use the parking space only for purpose of keeping or parking his/her/their/its vehicle.
- (g) The Allottee irrevocably agree that the parking of their respective cars in their respective allotted parking spaces in Entire Project shall be at their sole liability and responsibility and the Promoter/Society and maintenance staff shall not be held liable for any theft/damage of car or goods kept therein and the Allottee shall take their own insurance policies in order to make any claim if such theft/loss/damage occurs when the car is parked in their parking areas.
- (h) The Allottee shall not construct any temporary or permanent construction on the terrace. The owners of Unit shall be responsible for the maintenance, operation and management of their respective Unit.

- (i) The Allottee agrees that though he/she/they shall become free, independent and absolute owners of the said Unit, the use, occupation or transfer of the Unit shall be subject to the rules and regulations that may be framed by the said Society.
- (j) The Allottee shall maintain the Unit at the Allottee's own cost in good and tenable condition, including repairs thereof, from the date of the Allottee's possession of the Unit and shall not do or suffer to be done anything in or to the structure of Unit which may be against the rules, regulations or bye-laws or change/alter or make additions in or to the Unit or any part thereof without the consent of the local authorities and or the Society, if so required.
- (k) The Allottee shall not store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Unit or storing of which goods is objected to/prohibited by the concerned local or other authority. The Allottee shall take reasonable care while carrying heavy packages or articles which may damage or are likely to damage the structure of Unit or any other structure of the Entire Project i.e. ASTER scheme including the Project, and in case any damage is caused to Common Areas and Facilities on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable to bear all the costs and expenses that may be incurred by the Promoter and/or Society, due to the breach / negligence of the Allottee. The Allottee shall not do or cause anything to be done in or around the Said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Said Unit or adjacent to the Said Unit. The Allottee shall not make in the Said 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 and / or add or in any way put up a new concrete or masonry structure / partition in the Said Unit, shall result in endangering the stability of the Said Building, since the building structure is not designed to take such load. The Allottee further indemnifies the Promoter that 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.
- (l) The Allottee shall at his own cost carry out all internal repairs to the Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority or Society. 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 of Societies.

- (m) The Allottee shall not demolish or cause to be demolished the Unit or any part thereof, nor at anytime make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support and protect the other parts of the Entire Project i.e. ASTER scheme including the Project in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structure in the Unit or the Entire Project i.e. ASTER scheme including the Project without the prior written permission of the Promoter and/or the Society.
- (n) The Allottee shall not alter, amend, modify etc., the elevation and aesthetics of the Unit, and / or the Entire Project i.e. ASTER scheme including the Project as a whole, nor shall the Allottee shall alter, amend, modify the internal structure i.e. entrance lobby, lifts, staircase, terrace etc. of the Unit 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.
- (o) The Promoter shall furnish to the Allottee a fit out manual, For the purpose of this Agreement the term fit out manual shall mean the manual which contains the definitive norms and standards, rules and regulations that the occupants / holders of the Unit in the Entire Project i.e. ASTER scheme including the Project are required to adhere to and follow and observe for planning, designing and executing interior work for the Units as well as the rules, regulations and guidelines to be followed, observed and complied with, by them throughout the periods of their respective occupation of such Unit for the purpose of achieving and maintaining the appearance and visual effect of the Unit and Entire Project i.e. ASTER scheme including the Project as a whole. The Allottee has also agreed and undertake that prior to commencing any fit out or interior works in the Unit, the Allottee shall for the due adherence and performance with the terms and conditions of the fit-out manual, keep deposited with the Promoter a sum of Rs. ____/- or Rs. _____per sq. ft. whichever is lesser as a security deposit and which amount shall be refunded by the Promoter to the Allottee on completion of the fit-out works. In the event if the Allottee commit/s any breach/es of the terms and conditions of the fit-out manuals or cause/s any damage or nuisance to the Unit and/or the Entire Project i.e.

ASTER scheme including any Common Areas and Facilities therein or in any adjoining property, then and in any such event, the Promoter shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Promoter from such security deposit for setting right such breach or rectifying such damage or nuisance caused. The Allottee shall not dispute any adjustment or deduction from the security deposit on any ground whatsoever and howsoever arising.

- (p) The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance pertaining to the Entire Project and the Unit or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (q) The Allottee shall ensure no dirt, rubbish, rags, garbage or other refuse is thrown from the Unit in the passage, compound or any portion of the Entire Project i.e. ASTER scheme and the same is disposed in the manner as is directed by the Promoter / the Society for waste disposal.
- (r) The Allottee shall not let, sub-let, transfer, assign or part with the interest or any accrued benefit under this Agreement or part with the possession of the Unit (if any) until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid and subject to the prior written consent of the Promoter.
- (s) The Allottee shall observe and abide by all the rules and regulations framed by the Society including amendments thereof that may be made from time to time. The Allottee shall also observe and abide by all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Promoter/Society/ Township O& M Agency regarding the occupancy and use of the Said Unit in the Said Tower and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (t) The Allottee shall permit the Promoter and their surveyors, agents, consultants etc. and their respective employees or authorized persons working under them, at all reasonable times prior to by issuing 24 hours notice, to enter into and upon the Unit and/or the Entire Project i.e. ASTER scheme including the Project or any part thereof respectively, in order for the Promoter to effectively perform its rights and obligations under this Agreement.

- (u) This Agreement shall not confer on the Allottee any right, title or interest in the Unit and / or the Entire Project i.e. ASTER scheme including the Project. The right, title and interest of the Unit shall be transferred to the Allottee only after payment of the Entire Consideration due and payable along with interest / penalties (if any) under this Agreement and upon execution of the Conveyance Deed in favour of the Allottee. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Unit or of the Project Land or any part thereof.
- (v) The Allottee hereby acknowledges that even after the Society has been formed with respect to the Entire Project i.e. ASTER scheme including the Project, the Promoter shall be entitled to sell or in any other manner transfer the un-sold / unallotted Unit(s) in the Entire Project i.e. ASTER scheme including the Project to any party on such terms and conditions as it may deem fit and such Allottee /transferee of un-sold Unit (s) shall be entitled to become a member of the Society with all and appurtenant rights and privileges of an Allottee and a member of such Society. The Allottee shall not raise any dispute or object to the sale price that may be settled between the Promoter and other Allottees of Unit in the Entire Project i.e. ASTER scheme including the Project.
- (w) The Allottee has also been given the prospectus of the Entire Project i.e. ASTER / the Project which inter-alia contains the details / specifications of the Project. However, the said Prospectus is only for illustrative purposes and is not to be construed as a binding legal document. The images shown in the Prospectus are computer stimulated representations and are subject to error and omissions. The furniture and fixtures shown in the Prospectus are only for illustrative purpose and do not form a part of the Project and/or the Unit.
- (x) The Promoter reserves the right to undertake changes/alterations while undertaking the actual construction at site and/or in the specifications or amenities of the Entire Project i.e. ASTER scheme including the Project as may be advised by the architect or engineer of the Entire Project i.e. ASTER scheme including the Project. It is agreed by the Allottee that the Promoter shall also be entitled to carry out any change / modification and / or variation in the approved layout in any other manner as may be required by the Promoter for any matter including consumption of full Project FSI available. The Allottee hereby gives his irrevocable consent for any change/modification/variation in the layout/plans/amenities/ specifications of the Entire Project i.e. ASTER scheme including the Project and the Allottee waives his right to inspect/demand inspection of any such change/ modification/ variation, provided such changes or modifications in layout/plans do not adversely affect or alter the Unit. Such modification / change / variation shall be subject to the Applicable Law.

- (y) The design / construction of the Unit is subject to amendments and changes as may be stipulated by the government, local authority and as per the requirements of the Promoter. The Allottee hereby further agree/s and covenant/s with the Promoter to render full co-operation to the Promoter and to sign and execute all papers and documents, in favour of the Promoter or otherwise as may be necessary for the purpose of enabling the Promoter to construct the Unit or otherwise undertake development of the Project, in accordance with the said approvals or such other plans, with such additions and alterations as the Promoter may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Allottee hereby further agree/s to and give/s his/her/their specific irrevocable consent to the Promoter to carry out such amendments, alterations, modifications or variations in constructing the Unit and/or to the layout plan (whether or not envisaged and/or proposed to be constructed at present), provided that the aggregate area/size of the Unit agreed to be acquired by the Allottee is not in any manner affected subject to the terms of this Agreement.
- (z) Allottee hereby covenants and assures that he/she shall not raise any requisition for further documents or objection to the title and/or the rights of the Promoter/Society in relation to the Project Land or any ground whatsoever.
- (aa) The Allottee hereby covenants that it shall not raise any objections against inclusions/exclusions of any type of legally permissible construction/ development being made in the Entire Project i.e. ASTER scheme including the Project. The Allottee hereby covenants that the Promoter shall be entitled to develop the Entire Project i.e. ASTER scheme including the Project without any hindrance, objection or requisition from the Allottee notwithstanding any perceived or actual nuisance or inconvenience that may be caused owing to the construction work. Further, the Allottee covenants with the Promoter that the Promoter shall be entitled to undertake construction and develop the Entire Project i.e. ASTER scheme including the Project in the manner it desires and the Allottee shall extend all the co-operation to the Promoter for the same.
- (bb) The Allottee shall not interfere with the rights of the Promoter to construct at such locations, as it may from time to time decide, any additional buildings/ structures, sub-stations for electricity or office for management of the new building/s and build underground and overhead tanks structures for watchman cabin toilet for domestic servants/watchmen, septic tank, soak pits and other structures the locations of which are not particularly marked or shown in the layout plans and laying through or under or over the ground or any part thereof, pipelines, underground electric and

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

- (cc) The Allottee represents that the Allottee has read and understood and is completely satisfied with the specifications, plans, including lay out plans, brochures, approvals and /or permits/authorizations, validity or otherwise of the title of the Project Land, including the allotment of the Unit, price and the manner in which the Promoter proposes to develop the Unit and / or Project in general.
- (dd) The Allottee will have to bear all the charges or the like, which may be levied before or after execution of Conveyance Deed and/or handing over of the possession of the Unit, including but not limited to (a) Betterment charges, (b) AMC/AUDA/Government related charges/levies, (c) deposits / charges for drainage or water, (d) gas /utility connections and any charges related to the development of townships, Town Planning Scheme and the Applicable Law thereto.

The Allottee will bear and pay all applicable charges, property / municipal taxes, cess, betterment charges, etc. payable to the Central Government, State Government, AMC/AUDA and/or local authorities after the date of Building Use Permission in respect of the Unit + undivided portion of land and execution of the Conveyance Deed. Allottee shall bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority/AUDA and/or Government and/or other public authority.

- (ee) 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 Said Unit and/or Car Park(s) by concerned authorities due to non-payment by the Allottee or any other Unit occupiers of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments.
- (ff) Irrespective of disputes, if any, which may arise between the Promoter and Allottee or with other Allottees, the liability of the Allottee herein to pay the amounts payable by him/her/them to the Promoter shall remain unaffected and the Allottee hereby undertakes to pay in accordance with provisions of this Agreement all such amounts and shall not withhold the same for any reason whatsoever.

- (gg) Any delay, indulgence and grace period on behalf of the Promoter in enforcing the terms of this Agreement, including the payments due thereof, by the Promoter, shall not be construed as a waiver and or acquiescence on the part of the Promoter of its rights and the corresponding duties and or liabilities of the Allottee under this Agreement.
- (hh) The Allottee shall not have any objection if any portion of the Project Land is handed over to the company providing electric supply for installing an electric sub-station and the Promoter shall be entitled to give such part of the Project Land to the said company or any other body for such purpose on such terms and conditions as may be agreed between the Promoter and the said company and the same shall be binding on the Allottee and the said Society.
- (ii) The Allottee hereby acknowledges and agrees, that the time lines fixed for the payment herein contained are the essence of the Agreement and in case of failure or breach thereof by the Allottee , the Promoter shall have a right to terminate / cancel the Agreement as provided herein.
- (jj) The Allottee confirm/ declare that he/she/ it/ them has agreed to purchase the Unit after due verification of all the relevant aspects and has satisfied himself/ herself/ itself/ themselves in this regard.
- (kk) The Allottee confirm/ declare that with respect to any refund to be made under this Agreement by the Promoter to the Allottee, the Promoter shall at its own discretion, be entitled to refund the same in favour of the First Applicant (in case of more than one applicant/Allottee) of the Unit. Such refund by the Promoter in favour of the First Applicant shall be deemed to be made in favour of all the applicants/Allottees of the Unit and all the applicants of the Unit shall adjust the refunded amount as per their internal understanding. The Parties hereby agree to this mode of refund by the Promoter and further state and confirm that this mode of refund shall absolutely discharge the liability of the Promoter against the remaining applicants/Allottees of the Unit.
- (ll) The Allottee hereby declares that he/ she/ they/ it has gone through this Agreement and all the documents relating to the Project Land, Unit and has/have expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Allottee relying solely on the Allottee agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee to be observed, performed and fulfilled and complied with and therefore, the Allottee hereby jointly and

severally (as the case may be) agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all hereafter, the Promoter and their successors and assigns (“indemnified Parties”) from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee.

- (mm) The Allottee undertakes that the Allottee has taken the decision to purchase the Unit out of his/ her/ their own free will, based solely upon the information provided along with the documents, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement;
- (nn) The Allottee shall be responsible for getting his/her/its/their name mutated in the records of the appropriate authority with respect to the undivided proportionate land area of his/her Unit and shall not hold the Promoter liable/responsible to mutate his name with respect to the Unit.
- (oo) The Allottee hereby irrevocably agrees that the Promoter alone shall have the absolute rights to undertake and carry out all future advertisement, publicity and communications related work through their advertising agency for publicity/ advertisement of or in connection with the Entire Project i.e. ASTER scheme including the Project.
- (pp) The Allottee, on becoming a member of the Society, shall ensure that the Society adheres to the terms of this Agreement in letter and spirit and in furtherance thereto, the Allottee shall take such steps / actions, including using his / her / its voting rights, as are necessary to (i) protect the rights of the Promoter as referred to under this Agreement and (ii) comply with, and adhere to, the provisions of this Agreement. The Allottee shall cast his/her vote in the Society in such a manner that the Allottee ensures compliance of all the terms of this Agreement.
- (qq) The Allottee acknowledges that it is aware that the scheme Entire Project i.e. ASTER scheme is being developed in different Phases. The Allottee agrees that all the Common Areas and Facilities in the Entire Project i.e. ASTER scheme shall be shared and used by owners/occupants of all Units in the Entire Project i.e. ASTER project irrespective of the location of the Common Areas and Facilities in different

phases. Similarly, all the common amenities and facilities in the Shantigram Township shall be shared and used by all owners/occupiers of all Units in various projects of Shantigram Township.

- (rr) At present the Sardar Sarovar Nigam Ltd. supplies water to the Township Area and it charges industrial usage charge to the Promoter and the Allottee agrees to pay such necessary water usage charges (Basic cost+Treatment expenses) to the Promoter or Township O & M Agency as per the applicable rates from time to time
- (ss) If the Allottee or his/her/its transferee commits breach of any of the covenants, representations and warranties herein contained then the Promoter shall be entitled to levy necessary penalty/fine for such breach and the Promoter shall also direct the Allottee to take necessary corrective steps to remedy the breach of conditions herein contained.

11. RIGHTS OF THE PROMOTER

- (a) All unsold and/or un-allotted Units, area and spaces appurtenant thereto in the Entire Project i.e. ASTER scheme including the Project shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or un-allotted Units/ spaces and shall be entitled to enter upon the Entire Project Land to enable it to complete any unfinished construction work.
- (b) The Promoter shall without any reference to the Allottee, Society, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/ or un-allotted Units, as it deems fit. The Promoter shall be entitled to enter in separate agreements with the Allottees of different Units in the ASTER scheme including the Project on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new Allottees as members of the Society. Further, the Promoter shall not be liable to pay/ contribute any amount on account of non-occupancy charges or for any other charges/ fund with respect to the unsold / un-allotted Units in the Entire Project i.e. ASTER scheme including the Project.

The Promoter shall have right and free access to visit the unsold inventory / / Units with prospective buyers and the Allottee / Society / association of Allottees / management entity shall have no objection for the same.

- (c) The Promoter, if it so desires shall be entitled to create security on the Entire Project Land and the Project Land together with the Units being constructed thereon by availing loans/ financial assistance/ credit facilities from banks/ financial institutions, against securities thereof, save and except the Unit/s allotted hereunder. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Unit, provided the Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to duly repay such loan amount with interest, charges and expenses thereon. The Allottee hereby gives express consent to the Promoter to raise such financial facilities against security of the Entire Project Land including the Project Land together with the Unit being constructed thereon and mortgage the same with banks/ financial institutions as aforesaid, save and except the Unit.
- (d) The Allottee accepts, confirms and consents that the Promoter can alter, revise and modify the approved plans, from time to time in absolute discretion of the Promoter for any reasons whatsoever including the reason of market conditions, market demand, Allottee requirements and / or requirements of Development Control Regulations, however the plans of the Unit herein agreed to be sold shall not be altered or varied without the consent of the Allottee herein.

12. TERMINATION

- (a) Notwithstanding and /or without prejudice to the Promoter's rights under clause 2(I) [*interest clause*] hereinabove, the Promoter shall be entitled to terminate this Agreement forthwith, if the Allottee defaults with respect to any of the provisions of this Agreement including the terms of payment of any amount (including payment of any taxes, interest) due and payable by the Allottee under this Agreement, provided any such amount along with interest remains unpaid for a period of 2 (two) months from the date on which such amount (including interest) became due and payable under this Agreement.
- (b) Provided further that, the Promoter shall give a termination notice in writing to the Allottee at the address and/or email id provided in this Agreement (In case of joint Allottee such notice in writing shall be served to the address and/or email id of the First Allottee only), of its intention to terminate this Agreement specifying the breach or breaches of terms and conditions of this Agreement. Such a termination notice shall provide a period of 15 (fifteen) days to remedy the default or

breach/beaches stated in the termination notice. If the Allottee fails to remedy the breach or breaches stated in the termination Notice within the notice period, then the Promoter shall be entitled to terminate the Agreement unilaterally. The Allottee/s hereby irrevocably gives his/her/their absolute consent/right for such unilateral termination due to breach on the part of Allottee/s. The Promoter may record the termination / cancellation of this Agreement by preparing a Memorandum of Termination / Cancellation and execute the same and/or get it registered with the appropriate Sub Registrar and with any other concerned authority under the Applicable Laws. Any costs, charges and expenses not limiting to government de-registration charges of Agreement for sale, stamp duty, lawyer's fees, out of pocket expenses etc. incurred in relation to the above by the Promoter shall be debited/charged to the account of the Allottee and the Allottee shall be liable to pay and reimburse the same immediately on demand by the Promoter.

- (c) Provided further, that in addition to the above clause 12 (b), upon such termination of this Agreement by the Promoter, the Promoter shall be entitled (i) to forfeit an amount equal to 20% of the Basic Consideration as damages; (ii) deduct any such amount not limiting to interest on delayed payment, taxes, levies, liable to be paid till the date of de-registration/cancellation/termination of this agreement as may be due to the Promoter, and (iii) as per provisions of GST, any credit note issued towards the demand/invoice raised in Financial year after September of the following year will not be allowed to be adjusted against respective month's GST payable and hence an equivalent amount over and above the cancellation charges and thereafter the balance amount, after forfeiture and deduction of the aforesaid amount from the total payments received by the Promoter, shall be refunded to the Allottee without any interest. If the installments of Basic Consideration till the date of termination and /or cancellation paid by the Allottee are less than the aforesaid amount to be forfeited / deducted, , then the Promoter will be entitled to recover the balance amount from the Allottee and the Allottee shall pay the same to Promoter within a period of 30 days from the date of termination and /or cancellation. Respectively, any refund of money due to the Allottee after all the applicable deductions under this Agreement shall be made by the Promoter within 30 (thirty) days from such termination and/ or cancellation. Any amount in respect of the Unit deposited by the Allottee for payment to third parties including Government bodies etc., shall in no circumstances be refunded to the Allottee.
- (d) Provided further that upon such termination of this Agreement, the Allottee shall not be entitled to claim any right title or interest with respect to the Unit and the Promoter shall be entitled to sell or in any other manner transfer or dispose-off the Unit or any part thereof to any third party/(ies) or such person(s) in such manner and on such terms and conditions as may be deemed fit and proper by the Promoter in its absolute discretion without any reference to and/or consent or concurrence of the Allottee.

- (e) If due to Applicable Law, and/or any action of Government Authorities, and/or any legal action, circumstances, or reasons, and/or any Force Majeure Event, the Promoter, in its discretion, is of the opinion that the Project, including construction of the Unit and/or the Common Areas and Facilities, shall or may be suspended, or stopped, for a period of Twelve (12) months or more, or any part of the Project has been stopped or suspended for the aforesaid period of Twelve (12) months, then the Promoter shall be entitled, in its discretion, to terminate and cancel this Agreement by delivering a written notice of termination to the Allottee(s). On delivery of such notice to the Allottee(s) this Agreement and any writings as may have been executed in pursuance hereof, shall automatically and forthwith stand cancelled and terminated, without any further act, deed, matter or thing having to be done, executed, or performed, by the Parties; provided that the Promoter may, in its discretion, direct the Allottee(s) to execute and register a Deed of Cancellation (in terms of a draft prepared by the Promoter) recording the termination and cancellation of this Agreement, which the Allottee(s) shall be bound and liable to do. Pursuant to the aforesaid termination, and subject to the Allottee(s) executing and registering the aforesaid Deed of Cancellation, if called upon by the Promoter, and thereupon the Promoter shall refund to the Allottee(s) solely the installments paid towards the Basic Consideration and unutilized Other Charges & Deposits received and realised by the Promoter, together with interest from the date such payments were received and realised by the Promoter, together with an agreed one-time fixed pre-estimated liquidated damages amount of Rs.2/- (Rupees Two only) per square foot Carpet Area (as per RERA) of the Unit (which Parties consider to be reasonable, and not as a penalty). The aforesaid refund amount and the pre-estimated liquidated damages less the brokerage/commission paid to estate agent/s in relation to the allotment of the said Unit, shall be paid by the Promoter within Thirty (30) Days from the date on which such amounts are required to be paid to the Allottee(s). It is agreed and clarified that other than the aforesaid refund amount together with interest thereon and pre-estimated liquidated damages to be paid, the Promoter shall not be liable to make payment of any further or other damages, compensation amounts, or liabilities to the Allottee(s), and shall not be liable to refund any of the Taxes paid by the Allottee(s).

13. ANTI-MONEY LAUNDERING & BENAMI TRANSACTION

- (a) The Allottee hereby declares, agrees and confirms that the monies paid/ payable by the Allottee under this Agreement towards the Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, Benami Transactions (Prohibition) Act, 1988, respective rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/ or amended from time to time.

- (b) The Allottee further declares and authorizes the Promoter to give personal information of the Allottee to any statutory authority as may be required from time to time. The Allottee further affirms that the information/ details provided is/ are true and correct in all respect and nothing has been withheld including any material facts within his/ her/ their /its knowledge.
- (c) The Allottee further agrees and confirms that in case the Promoter become aware and/or in case the Promoter are notified by the statutory authorities of any instance of violation of Anti-Money Laundering laws and Benami Transaction (Prohibition) Act 1988 then the Promoter shall at its sole discretion be entitled to cancel/ terminate this Agreement. Upon such termination the Allottee shall not have any right, title or interest in the Unit neither have any claim/ demand against the Promoter, which the Allottee hereby unequivocally agrees and confirms. In the event of such cancellation/ termination, the monies paid by the Allottee shall be refunded by the Promoter to the Allottee in accordance with the terms of this Agreement only after the Allottee furnishing to the Promoter a no-objection/ consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

14. **BRAND NAME & PROJECT NAME**

- (a) It is agreed by the Allottee that the name of the “ASTER” scheme shall not be changed / modified by the Allottee / the Society.
- (b) It is further agreed by the Allottee that the association of the brand name “ASTER”, “SHANTIGRAM TOWNSHIP” (in its registered logo form) or a combination of words with prefix as “ADANI” (collectively **“Brand Name”**) shall at all times be subject to the sole control of the Promoter. It is agreed and accepted by the Allottee that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the Promoter and / or the owner from whom the Promoter have procured rights with respect to the Brand Name. The Allottee shall not, and ensure that the Society does not, use or claim any right, title, interest in the Brand Name and/ or any intellectual property in the Brand Name in any manner and for any purpose

whatsoever except as otherwise permitted by the Promoter in furtherance of this Agreement and / or the Conveyance Deed, as and when executed.

15. GENERAL REPRESENTATION AND WARRANTIES

Each Party represents and warrants to the other that:

- (a) It has power to execute, deliver and perform its obligations under this Agreement and all necessary corporate, shareholder and other action has been taken to authorize such execution, delivery and performance;
- (b) This Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
- (c) The execution, delivery and performance of its obligations under this Agreement does not and will not:
 - (i) Contravene any law, regulation or order of any Governmental or other official body or agency or any judgment or decree of any court having jurisdiction over it; or
 - (ii) Conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

Except as stated in clause 11(c), after the execution of this Agreement, the Promoter shall not mortgage or create a charge on the Unit, and if any such mortgage or charge is made or created thereafter, 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 Unit.

17. NOTICE

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

Allottee:

Viz. _____

Email ID :

Phone No:

Promoter:
ADANI ESTATE MANAGEMENT PRIVATE LIMITED,

Email ID :

Phone no:

- (b) 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 Agreement in the above address by Registered Post or notified Email ID failing which all communications and letters posted or email sent at the above postal address / email ID shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

18. DISPUTE RESOLUTION & JURISDICTION

- (a) To the extent that the Gujarat Real Estate Regulatory Authority may have exclusive jurisdiction under the applicable provisions of RERA, all disputes between the Parties shall be brought before and be adjudicated by the Gujarat Real Estate Regulatory Authority.
- (b) Subject to what is stated in sub-clauses (a) and (b) hereinabove, this Agreement shall be governed by the laws of India and the courts at Ahmedabad, Gujarat shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with any matter set out hereinabove.

19. MISCELLANEOUS

- (a) **Amendment:** This Agreement may only be amended only through written consent of the Parties.
- (b) **Entire Agreement:** This Agreement along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regards to the Unit as the case may be.
- (c) **Further Assurances:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction

contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(d) **Interpretation:** Except where the context requires otherwise:

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

any reference to Allottee shall mean reference to all Allottees in case if there are more than one Allottee.

(e) **Joint Allottees:** In case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/ her/ them / it which shall for all intents and purposes to consider as properly served on all the Allottee.

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

(g) **Severability:** If any provision of this Agreement shall be determined to be void or unenforceable under RERA or under other Applicable Laws, such provisions of the

Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Applicable Law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

- (h) **Survival of terms:** Such terms of this Agreement as are concerned with the use and occupation of the Unit, including representation, warranties and covenants of the Allottee, Rules etc. shall be effective and binding on the Allottee even after execution of the Conveyance Deed. Similarly, such terms shall remain effective and binding on all the subsequent transferees of the Unit to whom the Unit is transferred by the Allottee.

- (i) **Stamp Duty & Registration Charges:** The cost and expenses of applicable stamp duty and registration charges, legal charges, fees and other incidental expenses payable with respect to this Agreement and the Conveyance Deed and any other such document with respect to the Unit shall be solely borne by the Allottee only.

- (j) **Waiver:** Any delay tolerated or indulgence shown by the Promoter, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Allottee by the Promoter, shall not be treated/ construed/ considered, as a waiver or acquiescence on the part of the Promoter of any breach, violation, non-performance or non-compliance by the Allottee of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/ remedies of the Promoter.

FIRST SCHEDULE

Part-A

(Description of the said Entire Project Land)

All those pieces and parcels of Non Agricultural land bearing (1) Block No 318 paiki admeasuring about 1813 sq.mtrs (2) Block No 327 paiki admeasuring about 2243 sq.mtrs (3) Block No 328 paiki admeasuring about 14207 sq.mtrs (4) Block No 345/1 paiki admeasuring about 731 sq.mtrs totally admeasuring about 18994 sq meters of Village Moje Khodiyar, Taluka Dascroi in the Registration District of Ahmedabad and Sub District of Ahmedabad-08 (Sola)

Part-B

(Description of the ASTER PHASE-1 Project Land)

Non Agricultural land aggregate admeasuring about **12424** Sq.Mtrs., forming part of said Project land bearing (1) Block No 318 paiki admeasuring about 1813 sq.mtrs (2) Block No 327 paiki

admeasuring about 2243 sq.mtrs (3) Block No 328 paiki admeasuring about 14207 sq.mtrs (4) Block No 345/1 paiki admeasuring about 731 sq.mtrs totally admeasuring about 18994 sq meters of Village Moje Khodiyar, Taluka Dascroi in the Registration District of Ahmedabad and Sub District of Ahmedabad-08 (Sola)

SECOND SCHEDULE

(Description of the Unit)

All that immovable Residential 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 /_____sqmtrs.situated on _____th Floor of Block/Tower _____ thereon together with the proportionate undivided share admeasuring about _____ sq.mtrs in the Project Land in **“ASTER -(Phase 1)”** project in **Shantigram Township** situate lying and being at Moje Khodiyar, Taluka- Dascroi, in the Registration District of Ahmedabad, Sub-District Ahmedabad-08 (Sola), along with the right to use common areas and facilities appurtenant to the Unit. The detail of the carpet area (as per the said Act) of the said Unit and other appurtenant areas (meant for exclusive use of the ALLOTTEE) to the said Unit is as follows:

Unit No	Carpet Area Sq mtr	Balcony Area Sq mtr	Wash Area Sq mtr	Total Area Sq. mtr	Proportionate Undivided land Sq. mtr

The said Unit is bounded as under;

- On or towards East :
- On or towards West :
- On or towards North :
- On or towards South :

THIRD SCHEDULE

(Description of Common Areas and Facilities)

FOURTH SCHEDULE

(Payment Schedule and other charges)

[Payment Plan to be inserted subject to the discussion with the Allottee]

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

ADANI ESTATE MANAGEMENT
PRIVATE LIMITED)

Through its Authorized Representative –
Mr. _____)

SIGNED AND DELIVERED)

By the within named Allottee

1. _____)

2. _____)

WITNESSES

1. _____

2. _____

SCHEDULE AS PER SEC:-32 (A) OF THE REGISTRATION ACT, 1908

PHOTO THUMB MARK

PROMOTER
ADANI ESTATE MANAGEMENT
PRIVATE LIMITED

Acting through its Authorized Signatory/ Representative

MR. _____

ALLOTTEE **(Use Left Hand & Black Ink Only)**

ANNEXURE A

Copy of AUDA Sanctioned plan Order bearing no. _____ dated _____

ANNEXURE B

RERA Certificate

ANNEXURE C

Floor Plan showing Unit

ANNEXURE D

Specifications