

SUN REALTY
UNIT NO. XXX

AGREEMENT TO SELL
(WITHOUT POSSESSION)

THIS AGREEMENT made at Ahmedabad this _____ day of _____, 2023

BETWEEN

SUN REALTY (PAN No. ADXFS1402N) a Partnership firm registered GUJAH101839 under the Indian Partnership Act, 1932, having its Registered Office at F.P.43, Sunbuilders Group, Adjoining Saket 3, Sindhubhavan Road, Bodakdev, Ahmedabad-380058 hereinafter referred to as **“THE PROMOTER”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Partners of the said firm at present and from time to time and their respective heirs, executors, successors and administrators) of the **ONE PART.**

AND

SHRI/SMT _____ Adult, Occupation Business, having his/her residential address at _____, Ahmedabad,

_____, a Partnership Firm registered under the provisions of the Indian Partnership Act, 1932, having its principal place of business at _____,

_____ Private Limited, a Private Limited Company registered under the provisions of the Companies Act, 1956, having its registered office at _____, Ahmedabad

Hereinafter referred to as **“THE ALLOTTEE”** (which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include in case of individual/s his/her/their heir/s , executor/s, administrator/s, in case of HUF, coparcener/s member/s for the time being and from time to time of the said HUF and their respective heirs, executors, administrators, in case of Proprietary Firm, its Sole Proprietor, his/her heirs, executors, administrators, successors, in case of Partnership firm, Partner/Partners for the time being and from time to time of the said firm and their respective heirs, executors, administrators and in case of Company its Successors and assigns) of the **OTHER PART.**

WHEREAS under and by virtue of a Deed of Conveyance dated executed by Rameshbhai Kantilal Patel in favor of THE PROMOTER herein and registered with the office of the Sub-Registrar- Sanand on the day 09/10/2023 under Serial No.24428, THE PROMOTER is absolute owner and is seized and possessed of or otherwise well and sufficiently entitled to the project having piece or parcel of Non Agricultural land bearing Final Plot No. 71/1/1 admeasuring about 4936.00 sq.mts. of Draft Town Planning Scheme no. 3 (Shela). The said land admeasuring about 4936.00 sq.mts. is forming part of the land having City Survey No. NA/76/A/P2 admeasuring about 5099 sq.mts., of City Survey Office: Sanand, of Ward: Shela

(Binkheti), Sheet No. NA99 allotted in lieu of land of original Block No. 76/A admeasuring about 8498 sq.mts (the remaining town planning scheme kapat admeasuring about 3399 sq.mts. is given revised Block no. 76A/Paiki 1) situated at Moje Shela, Taluka Sanand in the Registration District of Ahmedabad and Sub District of Sanand in the Registration District of Ahmedabad and Sub District of Sanand and hereinafter for the sake of brevity called as **“The said Land”** more particularly described in the **FIRST SCHEDULE** hereunder written.

Sr. No	Revenue Survey No.	F.P. No.	Registration No. Of Deed Of Conveyance	Seller (Previous Owner)
1	76A/Paiki 1	71/1/1	24428	Rameshbhai Kantilal Patel

AND WHEREAS the necessary Permission has been granted for using part of the said Land for Multipurpose Non Agriculture Use purpose vide Order No. 6552/07/04/024/2022 on dated 12/11/2022. Mutation Entry to the said effect is made in the revenue records of the Entire land vide Entry No. 7106 dated 12/11/2022 which is certified on 27/12/2022.

AND WHEREAS THE PROMOTER is developing a project of Residential cum Commercial units under the name of **“SUN PARKWEST”** (Hereinafter referred to as the Project) on the Final Plot no. 71/1/1 (allotted in lieu of Block no. 76A/Paiki 1) admeasuring 4936.00 sq. meters i.e. the said Project Land and THE PROMOTER has got the plans sanctioned for the same from the designated authority Ahmedabad Urban Development Authority (AUDA) vide its order dated 04/11/2023 bearing No. PRM/60/8/2023/108 comprising of various blocks mentioned below :

Sr. No.	Block No. as per sanctioned plans	No. of Residential Units	No. of Commercial Units	Total
1	A+B	84	36	
2	C+D	84		
3	E+F	84		
TOTAL		252	36	288

AND WHEREAS THE PROMOTER is entitled and enjoined upon to put up the Project on the Project Land. THE PROMOTER is in possession of the Project Land and has commenced the development of the said project as per the sanctioned plans.

AND WHEREAS THE PROMOTER has agreed to sell proportionate undivided share to the extent of sq. mtrs. in the said project Land together with constructed property being Property No. _____ admeasuring _____ sq. fts. i.e. _____ sq. mts. (Carpet area) along with attached open terrace admeasuring _____ sq. fts. equivalent to _____ sq. mtrs. (Carpet Area) forming part of the said Property in the said Building/Scheme known as **“SUN**

PARKWEST” (the said constructed property is hereinafter referred to as “**the said Property**”) more particularly described in the **SECOND SCHEDULE** hereunder written (the said undivided share in the said land and the said Property shall hereinafter collectively be referred to “the said property”) to THE ALLOTTEE and THE ALLOTTEE has agreed to purchase the said Property at or for the total price/consideration and on the terms and conditions mutually agreed by and between them and mentioned hereunder. THE ALLOTTEE shall be entitled to proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other ALLOTTEE(s) therein. The common amenities and facilities to be provided in the said project/scheme and to be used by only ALLOTTEE(s) of residential premises are more particularly described in the **THIRD SCHEDULE** hereunder written.

Unit No.	Residential/Shop	Carpet Area in Sq. Mtr.	Exclusive Terrace Area in Sq. Mtr.

AND WHEREAS THE PROMOTER has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) with the Real Estate Regulatory Authority at Gandhinagar under No. PR/GJ/AHMEDABAD/SANAND/Ahmedabad Urban Development Authority/MAA12900/080224/300627, authenticated copy is attached as **ANNEXURE A** hereto;

AND WHEREAS the carpet area of the said Property shall mean the net usable area excluding the area covered by external walls, area under service shafts, exclusive of balcony or verandah area and exclusive open terrace area but includes the area covered by internal partition walls of the said Property as defined in Section 2 (k) of the Real Estate (Regulation and Development) Act, 2016. The above area has been calculated on the basis of unfinished wall surfaces and by use of Autocad Software. THE ALLOTTEE has checked/got checked the calculation of the area and is satisfied with the same and has no disputes in this regard.

AND WHEREAS, on demand from THE ALLOTTEE, THE PROMOTER has given inspection to THE ALLOTTEE all the documents of title relating to the said Project Land, sanctioned Plans, designs and specifications prepared by THE PROMOTER’S Architects and all such other documents as are specified under the said Act. THE ALLOTTEE has also verified the documents filed/uploaded by THE PROMOTER with the said authority and is satisfied in respect thereof and has accepted the same and shall not raise any dispute in the future in this regards.

AND WHEREAS, the certified copy of Certificate of Title issued by the Advocate of the Vendor, certified copies of extract of Village Forms No. VI, VII and XII / Property Card and all other relevant revenue record showing the nature of the title of THE PROMOTER to the said Project Land on which the said Property is to be constructed have also been inspected by THE ALLOTTEE and accordingly THE ALLOTTEE is satisfied with the same in all respects.

AND WHEREAS, THE PROMOTER has obtained the approvals as aforesaid from the concerned local authority(s) to the plans, the specifications, elevation, of the said building/s and shall obtain the balance approvals (if any further required) from the concerned authorities from time to time, so as to obtain Building Completion Certificate/Occupancy Certificate for the said Project.

AND WHEREAS, while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which shall be observed and performed by THE PROMOTER while developing the said Project Land and the said Scheme/Buildings so as to obtain the necessary Building Completion Certificate/Occupancy Certificate for the said Project from the concerned local authority.

AND WHEREAS THE PROMOTER shall be entitled to sell the remaining Units in the said Project/Scheme with right to use all the common amenities and facilities provided therein and to be used in common with other ALLOTTEE(s) by Agreement to Sell also similar to these presents and on such price and terms and conditions as may be agreed upon by the Parties therein.

AND WHEREAS THE PROMOTER has also provided separate common amenities and facilities for THE ALLOTTEE(s) of the Commercial premises in the said building for their exclusive use only and more particularly described in the **FOURTH SCHEDULE** hereunder written, which amenities and facilities cannot be used by THE ALLOTTEE(s) of Residential premises in the said building and vice versa. Further, there are certain amenities and facilities which are provided by THE PROMOTER for general and common use of all THE ALLOTTEE(s) of both the commercial and residential premises which amenities and facilities are more particularly described in the **FIFTH SCHEDULE** hereunder written.

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

AND WHEREAS, prior to the execution of these presents THE ALLOTTEE has paid to THE PROMOTER a sum of Rs. _____ (Rupees _____), being part payment of sale consideration of the said Property agreed to be sold by THE PROMOTER to THE ALLOTTEE, as advance payment or application fee or earnest money (the payment and receipt whereof THE PROMOTER hereby admit and acknowledge) and THE ALLOTTEE has agreed to pay the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under Section 13 of the said Act, THE PROMOTER is required to execute a written Agreement to Sell of the said Property with THE ALLOTTEE, being in fact these presents and also to register the Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as manually agreed upon by and between the Parties, THE PROMOTER hereby agrees to sell and THE ALLOTTEE hereby agrees to purchase the said property.

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

1. THE PROMOTER shall construct the said Property on the Project land in accordance with the plans, designs and specifications approved as aforesaid by the concerned local authority from time to time. Provided that THE PROMOTER shall have to obtain prior consent in writing of THE ALLOTTEE in respect of variations or modifications which may adversely affect the said Property of THE ALLOTTEE except any alteration or addition required by any Government authorities, Sanctioning authority or any Public authority or due to change in law, rules, regulations, etc. or if recommended by the Project Architect or Engineer.

1.(a) THE ALLOTTEE hereby agrees to purchase from THE PROMOTER and THE PROMOTER hereby agrees to sell to THE ALLOTTEE the said Property more particularly described in the **SECOND SCHEDULE** hereunder written, for the total price/consideration of **Rs. _____/- (Rupees _____only)** The total consideration price mentioned herein is inclusive of the price for the appurtenant areas of the said Property meant for exclusive use of THE ALLOTTEE and the price for the proportionate undivided share in the Project Land. The total consideration price is also inclusive of proportionate price of the common areas and facilities of the said project. The nature, extent and description of the common areas and facilities, which are more particularly described in the unit applicable **SCHEDULES** hereunder written.

1(b) 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.....only) in the following manner or as mutually agreed upon between both parties :

- 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 Property 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 Property 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 Property.
- 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 up to the floor level of the said Property.
- 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 property 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 property is located.
- viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Property to THE ALLOTTEE on or after receipt of occupancy certificate or completion certificate.

THE ALLOTTEE shall pay to THE PROMOTER the installments of consideration price mentioned herein above or any other dues under this Agreement on their respective due dates without demand being made. The above mentioned Consideration price has been agreed upon after considering and factoring the input tax credit if available in future on input materials and services as stipulated under the prevalent GST Act. THE ALLOTTEE shall not be eligible for any additional/further credit on account of any such input GST credit if availed by THE PROMOTER in the Project in future.

1(c) The total consideration price as stated above excludes:

- i. Payment of any taxes, levies, cesses, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, and payable in respect of the said property or howsoever arising from the transaction contemplated herein to any Government Authority, any and all taxes from time to time that is service tax, value added tax (VAT), GST or Stamp Duty, Registration fees, or any tax, levy or imposts, etc. arising from sale or transfer of the said Property to THE ALLOTTEE or the transaction contemplated herein. They all shall be borne and paid by THE ALLOTTEE as may be demanded by THE PROMOTER from time to time.
- ii. Payment of expenses for any extra work/Alteration/Addition to the said property as decided at the time of booking and agreed by THE PROMOTER.
- iii. Payment towards allotment of additional parking space in the project.

- iv. Payment of decided society maintenance deposit and monthly maintenance/management expenses decided by THE PROMOTER or Project Management body in the manner mentioned hereinafter in this agreement.
- v. Payment of Torrent Power Company/UGVCL charges relating to electricity connection - electrical power, laying of cable charges, installation of transformer or sub-station or other equipment's and instruments; payment of security and other deposits; and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.
- vi. All and every cost, charges, expenses and deposits to be paid for obtaining water and drainage connection from Ahmedabad Municipal Corporation/AUDA
- vii. All and every cost, charges, expenses and deposits to be paid for obtaining gas line connection and supply from Adani Gas Company or any other service provider.
- viii. Payment of interest free security deposit/charges/expenses demanded by THE PROMOTER or Project Management body towards the interior/civil related works to be executed by THE ALLOTTEE in said property to be paid at the time of execution of conveyance deed and possession hand-over.

All and every cost, charges and expenses referred to in above clauses shall be borne and paid by THE ALLOTTEE to THE PROMOTER additionally i.e. over and above the amount mentioned in clauses 1 (a) hereinabove. Such payment shall be made by THE ALLOTTEE to THE PROMOTER as and when demanded by THE PROMOTER failing which, THE ALLOTTEE shall be liable to pay interest at the rate of 6% per annum for the delayed period on the outstanding amount till payment is made to THE PROMOTER. Further, in any event, such outstanding amounts with interest thereon shall be paid by THE ALLOTTEE to THE PROMOTER before the execution and registration of the Deed of Conveyance by THE PROMOTER in favor of THE ALLOTTEE.

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

1(e) THE PROMOTER may allow, in its sole discretion, a rebate for early payments of installments payable by THE ALLOTTEE by discounting such early payments at 6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such percentage rate of rebate shall not be subject to any

repeat/revision/withdrawal, once granted to THE ALLOTTEE by THE PROMOTER. THE ALLOTTEE shall not be entitled to any rebate if the payments are preponed voluntarily by THE ALLOTTEE and THE PROMOTER has not agreed to provide any rebate in writing to THE ALLOTTEE.

1(f) THE PROMOTER shall confirm the final carpet area that has been allotted to THE ALLOTTEE after the construction of the said Property is complete and the Building Use Permission (BU Permission) is granted by the competent authority, by furnishing details of the changes, if any in the carpet area, subject to a variation cap of three percent (3%). If there is any reduction in the carpet area of more than 3%, then THE PROMOTER shall refund the excess money paid by THE ALLOTTEE within Forty-Five days with annual interest at the rate of 6%, from the date when such an excess amount was paid by THE ALLOTTEE. If there is any increase in the carpet area of more than 3% then THE PROMOTER shall demand additional amount from THE ALLOTTEE as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same proportionate rate per square meter as agreed in this Agreement.

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

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

2.2 Time is essential for THE PROMOTER as well as THE ALLOTTEE. THE PROMOTER shall abide by the time schedule for completing the project and handing over the said Property to THE ALLOTTEE and the undivided share in the project land and common areas to THE ALLOTTEE or Service Society/Project Management body of THE ALLOTTEE(s) after receiving the Building Use Permission.

Similarly, THE ALLOTTEE shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by THE PROMOTER as provided in clause I (b) herein above. ("Payment Plan") and meeting the other obligations under the Agreement. Any default by THE ALLOTTEE in this regard shall entitle THE PROMOTER to enforce default remedies as set out in this Agreement.

3. THE PROMOTER hereby declares that the Floor Space Index available as on date in respect of the project land is 8707.80 square meters only and Vendor has planned to utilize Floor Space Index of 20246.03 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which are

applicable in future on modification to Development Control Regulations, which are applicable to the said Project. THE PROMOTER has disclosed the Floor Space Index of 20246.03 as proposed to be utilized by him on the project land in the said Project and THE ALLOTTEE has agreed to purchase the said Apartment based on the proposed construction and sale of units to be carried out by THE PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to THE PROMOTER only.

4.1 If THE PROMOTER fails to abide by the time schedule for completing the said Property and handing over the said Property to THE ALLOTTEE (except delay due to Force majeure condition), THE PROMOTER agrees to pay to THE ALLOTTEE, who does not intend to withdraw from the Project, interest at the rate of 6% per annum, on all the amounts paid by THE ALLOTTEE, for every month of delay, till the date of obtaining the Building Use Permission of the said Property. THE ALLOTTEE agrees to pay to THE PROMOTER, interest at the rate of 6% per annum, on all the delayed payment which become due and payable by THE ALLOTTEE to THE PROMOTER under the terms of this Agreement from the date such amount is payable by THE ALLOTTEE to THE PROMOTER till the date it is actually paid. THE PROMOTER shall under such circumstances, be entitled to withhold the delivery of Possession of the said Property to THE ALLOTTEE until entire dues are not paid by THE ALLOTTEE.

4.2 Without prejudice to the right of THE PROMOTER to charge interest in terms of sub clause 4.1 above, on THE ALLOTTEE committing default in payment on due date of any amount due and payable by THE ALLOTTEE to THE PROMOTER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on THE ALLOTTEE committing three defaults of payment of installments, THE PROMOTER shall at his own option, may terminate this Agreement unilaterally.

Provided that, THE PROMOTER shall give notice of fifteen days in writing to THE ALLOTTEE, by Registered Post AD at the address provided by THE ALLOTTEE and mail at the e-mail address provided by THE ALLOTTEE, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If THE ALLOTTEE fails to rectify the breach or breaches mentioned by THE PROMOTER within the period of notice then at the end of such notice period, THE PROMOTER shall be entitled to terminate this Agreement. 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. Such Memorandum of Termination/ Cancellation shall be binding upon THE ALLOTTEE with the same spirit and intention as if such Memorandum was executed by THE ALLOTTEE, 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.

Provided further that upon termination of this Agreement, THE PROMOTER shall refund to THE ALLOTTEE within a period of thirty days of the termination, the installments of

Consideration price which may till then have been paid by THE ALLOTTEE to THE PROMOTER after adjusting 50% of the consideration as liquidated damages. If the installments of consideration price paid till then by THE ALLOTTEE are less than 50% of the consideration, then THE ALLOTTEE shall be required to pay to THE PROMOTER, and THE PROMOTER will be entitled to recover the balance amount from THE ALLOTTEE, and THE ALLOTTEE shall pay the same to THE PROMOTER within a period of 30 days of termination. Upon issue of notice of termination, THE ALLOTTEE will have no claim of any nature whatsoever against THE PROMOTER or in respect of the said property and generally under this Agreement, save and except the amount to be received by THE ALLOTTEE from THE PROMOTER, if any as per above. On such termination and cancellation of the agreement, THE PROMOTER shall be entitled to sell or otherwise dispose of the said property in such manner and to such person(s) and upon such terms and conditions as THE PROMOTER in its absolute discretion deem fit and proper without any reference to and/or consent or concurrence of THE ALLOTTEE and THE ALLOTTEE shall not be entitled to claim any right title or interest in the said Property.

5. The specifications of the said Property with regard to the flooring, toilet, fittings, sanitary, fittings etc. to be provided by THE PROMOTER are as set out in “**ANNEXURE B**”, annexed hereto. It is to be noted that the said specifications are subject to change due to reasons beyond the control of THE PROMOTER. Also the specifications as mentioned in the annexure are basic in nature and there may be some changes in the color, size, brand, design, pattern, texture etc. In the event, THE ALLOTTEE requests THE PROMOTER to make any addition or alteration in the Property as permissible under relevant law/s or change/upgrade in any internal fittings/materials, THE ALLOTTEE shall be liable to pay such amount/s as may be agreed upon by and between THE PROMOTER and THE ALLOTTEE in addition to the amounts payable under this Agreement. Such additional amount shall be fully paid by THE ALLOTTEE in advance & than THE PROMOTER shall execute the decided changes/alteration in his/her unit.

6. THE PROMOTER shall complete the Project and obtain the Building Use Permission of the said Property on or before **30-06-2028**. If THE PROMOTER fails to get the Building Use Permission by the aforesaid date (except delay due to Force Majeure conditions as mentioned below) then THE PROMOTER shall be liable on demand to refund to THE ALLOTTEE the amounts already received by him in respect of the said Property with interest at the same rate of 6% mentioned in the clause 4.1 herein above from the date THE PROMOTER received the sum till date the amounts and interest hereon is repaid. It is agreed that 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 against the said Property in any manner whatsoever and THE PROMOTER shall be entitled to deal with or dispose of the said Property to any person or party as THE PROMOTER may desire at their absolute discretion. Other than as stated herein above, THE ALLOTTEE shall not have any right to withdraw from or cancel this Agreement to Sell.

Provided that THE PROMOTER shall be entitled to reasonable extension of time for giving delivery/possession of Property on the aforesaid date, if the completion of building in which the Property is to be situated is delayed on account of –

- i. force majeure conditions like war, civil commotion or act of God or any other.
- ii. any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- iii. any concerned competent authority/ies, refusing withholding, denying, delaying the grant of necessary approvals, or revoke, cancel, or suspend the approvals already granted for the said project.
- iv. any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority/ies becoming subject matter of any suit / writ before a competent court or;
- v. non availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, shortage of labor or other intermediaries or due to any reason whatsoever;
- vi. on account of reasons beyond the control of THE PROMOTER and of its agents.

7 If the construction of the project is completed and Building Use Permission is obtained ahead of estimated schedule, the balance payment under this agreement will become payable on THE PROMOTER demand against possession to be given by THE PROMOTER to THE ALLOTTEE as per clause 7.1 and 7.2 and other applicable clauses of this Agreement and said Act. The Payment plan as mentioned in 1 (b) herein above shall be deemed to be modified accordingly and THE ALLOTTEE shall not raise any objection or dispute in this regard.

7.1 PROCEDURE FOR TAKING POSSESSION

THE PROMOTER shall notify THE ALLOTTEE about receipt of Building Use Permission of the said Property, within a period of 7 days from grant of Building Use Permission by the competent authority. THE ALLOTTEE shall take possession of the said property from THE PROMOTER within a period of 15 days, from date when the said property is notified in writing to be ready for delivery and possession to THE ALLOTTEE by making all balance payments as per this Agreement. In any event within a period of three months from the date of issue of Building Use Permission, THE ALLOTTEE shall make balance payments, and against such payments, THE PROMOTER to hand over possession of the said Property to THE ALLOTTEE, and to execute and register Deed of Conveyance in favor of THE ALLOTTEE in accordance with the other provisions here in.

7.2. FAILURE OF ALLOTTEE(s) TO TAKE POSSESSION OF PROPERTY

Upon receiving a written intimation from THE PROMOTER as per clause 7.1, THE ALLOTTEE shall take possession of the Property from THE PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this

Agreement, and THE PROMOTER shall give possession of the Property to THE ALLOTTEE. In case THE ALLOTTEE fails to take possession within the time provided in clause 7.1 such ALLOTTEE, without prejudice to ALLOTTEE(s) other obligations and consequences under this Agreement and without prejudice to PROMOTER'S other legal rights and remedies, including to terminate this Agreement, shall continue to be liable to pay maintenance charges, property Taxes and "Holding Charges" as may be fixed by THE PROMOTER, and the said Property thereafter will be at risk and consequences of THE ALLOTTEE.

7.3 If within a period of **five years** from the date of handing over the Property to THE ALLOTTEE, THE ALLOTTEE brings to the notice of THE PROMOTER any structural defect in the said property then, wherever possible such defects shall be rectified by THE PROMOTER at his own cost and in case it is not possible to rectify such defects, then THE ALLOTTEE shall be entitled to receive from THE PROMOTER compensation equal to 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:

- a) If the cause of any such defect is not attributable to THE PROMOTER or are beyond the control of THE PROMOTER; or
- b) In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- c) THE PROMOTER shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers or the suppliers; or
- d) In cases where guarantees and warranties are provided by the third parties, the same shall be extended to THE ALLOTTEE and to honor such warranties and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said property/ building/ phase/ wing, and if the annual maintenance contracts or applicable licenses are not done/renewed by THE ALLOTTEE/ Service Society or Project Management Body, THE PROMOTER shall not be responsible for any defects occurring due to the same; or
- e) If THE ALLOTTEE has defaulted in any of its representations or covenants as mentioned in clause 14 of this Agreement;
- f) The Service Society or Project Management Body or THE ALLOTTEE has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/ THE PROMOTER;
- g) THE ALLOTTEE has carried out any alterations of any nature in the said Property which shall include but not be limited to alterations in columns, beams, etc. in the fittings there in, pipes, water supply connections or any erection or alteration in the bathroom, toilet etc. If any such work/s is/are carried out, then the defect liability shall automatically become void.

7.4 If the Promoter fails to abide by the time schedule for completing the project and handing over the Unit to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of SBI MCLR +2% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of SBI MCLR +2% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter

8. THE ALLOTTEE shall use the residential premises in the Project for residential purpose only and the commercial premises in the Project shall be used for legally permissible commercial purpose only. Also Commercial Property ALLOTTEE(s) shall not use the Property for Machinery repairing, Printing Press, Diamond/Stone cutting mill, Storage of Hazardous Material, Hostel/Boarding school, Pan Parlor, Spa Centers & Hotel with residential rooms. THE ALLOTTEE has agreed to this and on the basis of his assurance THE PROMOTER has agreed to sell the said Property to THE ALLOTTEE. THE ALLOTTEE shall use the garage or parking space only for the purpose of keeping or parking a vehicle and shall not store any other items in the said space. Further, THE ALLOTTEE shall not be entitled to use the said Property or permit the same to be used in a manner which may or is likely to cause nuisance or annoyance to occupiers of the other Property nor for any illegal or immoral purposes or for the purposes prohibited by law. THE ALLOTTEE has agreed to this and on the basis of his assurance THE PROMOTER has agreed to sell the said property to THE ALLOTTEE.

9. Within 15 days after notice in writing is given by THE PROMOTER to THE ALLOTTEE that the Property is ready for possession, use and occupancy, THE ALLOTTEE shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Property) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, electricity expenses for common areas, facilities, lights and elevator services, repairs and salaries of clerks, bill collectors, Security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until Project Management Body is formed, THE ALLOTTEE shall pay THE PROMOTER such proportionate share of outgoings as may be determined by THE PROMOTER. THE ALLOTTEE further agrees that till all the ALLOTTEE(s) share is so determined THE ALLOTTEE shall pay to THE PROMOTER provisional monthly contribution as may be fixed by THE PROMOTER towards the outgoings. The amounts so paid by THE ALLOTTEE to THE PROMOTER shall not carry any interest and will be used towards outgoings.

THE PROMOTER shall form Association of ALLOTTEE(s) under the said Act, which shall be in the form of Service Cooperative Society (hereinafter referred to as Project Management Body) for the common object and purposes of the project, and to run, operate, maintain, manage, deal with and attend to common amenities and facilities of project. THE ALLOTTEE shall join in forming and registering these management body to be known by such name as THE PROMOTER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of these management body. THE ALLOTTEE shall duly fill in, sign and return to THE PROMOTER within seven days of the same any such

relevant papers being forwarded by THE PROMOTER to THE ALLOTTEE. All the rules, regulations and decisions of such Project Management body will be binding to THE ALLOTTEE and THE ALLOTTEE shall honor, observe, comply, perform, do and act in accordance therewith. THE ALLOTTEE shall regularly pay the common expenses and maintenance charges every month or in advance as well as any lump sum amount or deposit as

may be decided by the said Project Management body or THE PROMOTER for operation and maintenance of common facilities and amenities of the project.

The Parties hereto agree that THE PROMOTER shall be entitled to decide in its sole discretion to maintain the project land and building/s/scheme for the initial period of 15 (fifteen) months from the date of Building Use Permission thereof. THE ALLOTTEE further acknowledges, agrees and confirms that THE ALLOTTEE has not paid any advance contribution to THE PROMOTER with regards to the maintenance expenses for common amenities and facilities in said project and that THE PROMOTER shall solely be bearing all the expenses towards such common area maintenance, details of which are stated in **ANNEXURE C** of this agreement for initial 15 (fifteen) months from date Building Use Permission is received. Further THE ALLOTTEE shall not be entitled to demand any accounts in respect of the same from THE PROMOTER.

THE ALLOTTEE hereby clearly understands, agrees and confirms that during this stipulated time period THE PROMOTER shall maintain, manage, operate, deal with and attend to only common amenities and facilities of project as stated in **ANNEXURE C** and THE PROMOTER shall not be responsible for any repair, maintenance or replacement work in the said Property after satisfactory possession is handed over to THE ALLOTTEE and THE ALLOTTEE has accepted the same by signing the possession receipt and other relevant hand-over documents.

THE ALLOTTEE hereby agrees and confirms that after the initial period of 15 (fifteen) months, the project land, building/s/scheme and common amenities and facilities shall be managed and maintained by the Service Society or Project Management body which is formed, and THE ALLOTTEE shall pay to the said Project Management Body his/her proportionate share of outgoings as may be determined by the managing committee thereof from time to time. Further, THE ALLOTTEE at the time of conveyance deed shall deposit and keep deposited in a separate account with the Service Society/Project Management body a Fixed Maintenance Deposit in the amount of Rs. _____/- (Rupees _____ Only) which amount/interest amount obtained from the same shall be utilized by the Project Management Body for the maintenance and up keeping of the said Project land, building/s/scheme and its common amenities and facilities.

It is expressly agreed between the parties and THE ALLOTTEE hereby agrees and confirms that THE PROMOTER shall not be liable to pay maintenance and all other aforesaid charges of any nature on all unsold units in the said Project.

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

11. THE ALLOTTEE shall pay to THE PROMOTER or to its order such amount as may be fixed by THE PROMOTER for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of THE PROMOTER in connection with formation of the said Project Management body and for preparing its rules, regulations and

bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease and other documentation work.

12. If the legal transfer documents involve registration of conveyance, of common areas, spaces and amenities in favor of Project Management body, then THE ALLOTTEE shall pay to THE PROMOTER, his/her/their share of stamp duty, registration charges, and all other cost, charges and expenses, that may be required to be paid, spent or incurred with respect to such conveyance or any document or instrument of transfer. If THE ALLOTTEE fails to pay such an amount, then THE PROMOTER shall be entitled to deduct the proportionate amount from the Monthly Maintenance/ Maintenance Deposit paid by THE ALLOTTEE to the Project Management body.

The proposed draft of conveyance deed/sale deed to be executed between the parties is uploaded by THE PROMOTER on the website of the Real Estate and Regulatory Authority of Gujarat. THE ALLOTTEE has studied understood and accepted it. It is agreed between the parties that the same at the sole discretion of THE PROMOTER may be modified or altered as may be advised by the Attorney – at – Law or Advocate to the Project as the nature and circumstances may require. The same without any reservation or objection shall be binding to THE ALLOTTEE.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

THE PROMOTER hereby represents and warrants to THE ALLOTTEE as follows:

- i. THE PROMOTER as developer has clear and marketable title with respect to the project land; as declared in the title report and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.
- ii. THE PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- iii. There are no encumbrances upon the project land or the Project. In case any project loan is taken in future, THE PROMOTER will obtain and produce No-Dues-Certificates/NOC from the concerned Bank/Financial Institution for the said Property at the time of execution and registration of Deed of Conveyance in favor of THE ALLOTTEE.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said property are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said property shall be obtained by following due process of law and THE PROMOTER has been and shall, at all

times, remain to be in compliance with all applicable laws in relation to the Project, project land, said property and common areas.

- vi. THE PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of THE ALLOTTEE created herein, may prejudicially be affected.
- vii. THE PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Property which will, in any manner, affect the rights of ALLOTTEE under this Agreement.
- viii. THE PROMOTER confirms that THE PROMOTER is not restricted in any manner whatsoever from selling the said Property to THE ALLOTTEE in the manner contemplated in this Agreement.
- ix. THE PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till Building Use Permission in respect of the said Project/Scheme is granted by the Relevant/Competent Authority and thereafter the same shall be paid by THE ALLOTTEE proportionately with all other ALLOTTEE(s) of the said Project.
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon THE PROMOTER in respect of the project land and/or the Project except those disclosed in the title report.
- xi. THE ALLOTTEE understands that the parking area including basements, plinth parking, podium parking and other open and covered parking spaces in the said project shall be constructed by THE PROMOTER as provided in the approved plans.

THE PROMOTER has provided vehicle parking spaces in the Projects as per the provisions of the prevalent General Development Control Regulations. THE PROMOTER/Society/Project Management Body for ease and convenience in the project shall prepare an efficient parking layout for use and benefit of all ALLOTTEE(s) (Covered and in open) in the compound, in the margins other areas, common plot, Hollow Plinth and basement areas. THE ALLOTTEE understands and confirms that the layout of such parking spaces including two-wheeler, car, loading/unloading spaces and visitor parking spaces shall vary from the approved plans and accepts the same, along with other ALLOTTEE(s) of the project. Further it has been understood by THE ALLOTTEE that the parking spaces may be back-to-back or mechanically operated multi-tiered or open to sky and he/she or THE ALLOTTEE through the society or shall not raise any dispute in the future regarding allotment of such parking spaces in the project.

THE ALLOTTEE of said unit shall be allotted _____ numbers parking space either on ground, podium, stilt or basements constructed as per Architects layout plan without any extra

consideration. THE ALLOTTEE understands and agrees that THE PROMOTER/Society/Project Management Body in like manner shall allocate to other ALLOTTEE(s) in said project more or less parking spaces based on their requirement and the ALLOTTEE shall in no case raise objection towards such allotment at any time in the further or consider the same as discrimination against him/her towards use of common spaces.

In case THE ALLOTTEE has not been allocated any parking space in said project, then ALLOTTEE shall have the right to use un-allotted spaces only, if any, and shall have no claim towards allotted or reserved parking spaces. In such situation THE ALLOTTEE(s) herein and other unit holders/occupiers will be subject to general Rules of the Scheme in the manner hereto and as may be modified by Society from time to time.

THE ALLOTTEE(s) hereto agrees and acknowledges that at the time of handover of the maintenance and management to the Society/Association, THE PROMOTER shall earmark and reserve certain parking Spaces for use of unsold units/premises and the allottee hereby agrees and shall cause the Association/Society to ensure that these parking spaces are always kept available for use by the future ALLOTTEE(s)/occupants of the unsold units / premises.

THE ALLOTTEE hereby further warrants and confirms that the ALLOTTEE shall, upon formation of the Association of ALLOTTEE(s), or Service Society, cause such Association/society/Project Management Body to confirm and shall not permit the Association/Society/Project Management Body to alter or change the allocation of Parking Spaces in the manner allocated by THE PROMOTER to the various ALLOTTEE(s) (including THE ALLOTTEE herein) of the unit(s) in the said Project.

Further, in the case where change in norms or rule or laws requires a change in parking spaces in the project post receipt of Building Use Permission (Occupation Certificate), the Association of ALLOTTEE(s)/Society/Project Management Body collectively along with ALLOTTEE herein shall make necessary changes in the interest of and beneficial to all the ALLOTTEE(s) as required under the law. THE PROMOTER shall in no case be held responsible for making changes due to such change in requirements.

The parking space for owners/occupiers of commercial unit has been demarcated and the owners/occupiers/visitors/employees of commercial units shall not park their vehicle in the parking for residential units. Similarly, the residential unit owners/occupiers shall not park their vehicles in space demarcated for commercial unit owners/occupiers.

14. THE ALLOTTEE/S OR HIMSELF/THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE PROPERTY MAY COME, HEREBY COVENANTS WITH THE PROMOTER AS FOLLOWS: -

- i. To maintain the Property at THE ALLOTTEE's own cost in good and tenantable repair and condition from the date that of possession of the Property is taken and shall not do or suffer to be done anything in or to the building in which the Property is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which

the Property is situated and the Property itself or any part thereof without the consent of the local authorities, if required.

- ii. THE ALLOTTEE specifically agrees not to change/alter/modify/add any plumbing lines/water lines/drainage lines in the said Property in any manner of whatsoever nature and in the event THE ALLOTTEE doing so, THE ALLOTTEE shall be liable to bear all costs and expenses that may be incurred to rectify damages to any other Property in the building or common areas due to such act of THE ALLOTTEE.
- iii. Not to store in the Property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Property is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Property is situated, including entrances of the building in which the Property is situated and in case any damage is caused to the building in which the Property is situated or the Property on account of negligence or default of THE ALLOTTEE in this behalf, THE ALLOTTEE shall be liable for the consequences of the breach.
- iv. To carry out at his own cost all internal repairs to the said Property caused due to regular usage, attributed to natural wear and tear and maintain the Property 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 building in which the Property is situated or the Property which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of THE ALLOTTEE 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.
- v. Not to demolish or cause to be demolished the Property or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Property or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Property is situated and shall keep the portion, sewers, drains and pipes in the Property and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the building in which the Property is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC Partis or other structural members in the Property without the prior written permission of THE PROMOTER and/or the Project Management body.
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Property is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Property in the compound or any portion of the project land and the building in which the Property is situated.

- viii. Pay to THE PROMOTER/ Project Management body within fifteen days of demand by THE PROMOTER/Project Management body, his/her share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Property is situated.
- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of use of the Property by THE ALLOTTEE for any purposes other than for purpose for which it is sold.
- x. THE ALLOTTEE shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Property until all the dues payable by THE ALLOTTEE to THE PROMOTER under this Agreement are fully paid up and the permission is granted by THE PROMOTER. THE PROMOTER shall grant such permission at its own discretion and may even deny granting such permission, the condition that may be imposed for grant of permission shall be binding upon THE ALLOTTEE.
- xi. THE ALLOTTEE shall observe and perform all the rules and regulations which the Project Management body/Society may adopt at its inception and the additions, alterations or amendments thereof and all resolutions that may be made from time to time for protection and maintenance of the said building and the Property 's therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. THE ALLOTTEE shall also observe and perform all the stipulations and conditions laid down by the Project Management body/Society regarding the occupancy and use of the Property in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii. THE ALLOTTEE shall permit THE PROMOTER/Project Management body/Society and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and buildings or any part thereof to view and examine the state and condition thereof. THE ALLOTTEE shall without delay, at his cost and expenses carry out any want or defects pointed out to ALLOTTEE.
- xiii. THE ALLOTTEE shall permit THE PROMOTER/ Project Management body/Society and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land, property and buildings or any part thereof to view and examine the state and condition thereof, do all such work, matters and things THE PROMOTER/ Project Management body/Society may require for the purposes of Project or otherwise may deem fit.
- xiv. "Said Property" shall mean the self-contained construction of the unit, more particularly described in **SECOND SCHEDULE** here under written and only related FSI used for the same.

- xv. The Consideration price and/or transaction covered by this Agreement may at present or in future become liable to tax, cess, duty, etc. under any direct or indirect tax laws or similar other laws, by reason of any law or on account of by judicial pronouncement or any other law, central or state, or otherwise for any inputs of materials or equipment's used or supplied in execution of or in connection with this transaction, the same shall be payable by THE ALLOTTEE on demand from THE PROMOTER at any time, over and above the Consideration Price.
- xvi. The consideration Price of the said property is one compact and composite consideration – price. THE ALLOTTEE shall not be entitled for any running or final bill or estimate of land contribution, construction, common development or any other separate detailed particulars of the consideration. However, THE PROMOTER for relevant purposes of accounting or other requirements may split the same into different components for different account purpose.
- xvii. If THE ALLOTTEE shall desire to obtain a loan from any financial institution/ bank (“the institution”) then THE PROMOTER shall give all possible assistance but the onus of getting the loan sanctioned shall be solely on THE ALLOTTEE. In case if THE ALLOTTEE is not able to get loan sanctioned then it shall make necessary arrangements from its own sources to pay the installments as mentioned herein. Non sanctioning of loan or any delay in sanction of loan for any reasons whatsoever shall not be considered as legitimate reasons for the delay and THE ALLOTTEE shall be liable to pay the interest and penalty as agreed in this Agreement, if the loan amount is to be disbursed as per progress of the work or otherwise and payable by the institution directly to THE PROMOTER, THE ALLOTTEE hereby gives consent / permission for the same. THE PROMOTER will be entitled to claim and receive such payment directly from the Institution and THE ALLOTTEE hereby gives irrevocable consent for the same to PROMOTER and Institution. Such disbursements made by the Institution to THE PROMOTER shall be debited by Institution to loan account of ALLOTTEE and be received by THE PROMOTER towards the Price Consideration and other amounts to be received under this Agreement.
- xviii. All right, title and interest of THE ALLOTTEE is restricted to and to be read, understood and interpreted in relation to the said property only. All other constructed/covered or un-covered open spaces/areas/portions, open margin lands, infrastructure, developments, amenities, facilities & services shall belong to THE PROMOTER except the right to use amenities, facilities and services that may be reserved for common use of all ALLOTTEE(s) of the said project. THE ALLOTTEE is aware that the other units situated in the Project shall be transferred to other ALLOTTEE(s) in future, and agreements and Sale deeds/Conveyance Deed will be made in favor of such other ALLOTTEE(s). THE ALLOTTEE is also aware that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein. It is agreed that THE ALLOTTEE will be entitled to use and enjoy the undivided common facilities only after and upon payment of necessary charges/fees and by becoming member of proposed Management Body/Society.
- xix. THE ALLOTTEE is aware and unequivocally agrees, consents and confirms that the rights to use the terrace space on the top of the Project building is a restricted/limited facility and its use shall always be regulated by the Project Management Body/Society. THE ALLOTTEE herein

shall not have any right, title or interest in the said terrace spaces are appurtenant to a particular property and as shown in the project brochure/sanctioned plans, then the same shall be for the exclusive use of the occupier of such respective property. THE ALLOTTEE herein agrees that she/he shall not claim any right or interest in such terrace areas and shall not raise any dispute in this regard. It is also understood that THE ALLOTTEE(s) of property with terrace areas shall strictly keep the terrace open to sky and shall not be allowed to construct/install/erect any temporary or permanent covering structure in any circumstances.

- xx. THE ALLOTTEE hereby covenants that it will not raise any hindrance, objection or requisition, dispute or grievance as inconvenience, discomfort, nuisance or annoyance for the construction of any type of legally sanctioned work being carried out by THE PROMOTER nor shall make any claim in respect thereof. THE ALLOTTEE agrees to extend his all cooperation in completion of the project in general and related work.
- xxi. The overall control and management of the said Project, implementation thereof, power to sell the property's and other premises in the project, of all and every other related matters, in general shall be that of THE PROMOTER. The decision of THE PROMOTER in all matters shall be final and binding upon THE ALLOTTEE herein and all other ALLOTTEE(s) in the Project. THE PROMOTER shall be entitled to undertake construction and develop the same in any manner PROMOTER desires and decides. THE ALLOTTEE shall extend all the cooperation to THE PROMOTER for the same.
- xxii. THE PROMOTER, Project Management body/Society or any other Estate Management Agency will setup rules and regulations for the said project pertaining to allocation, distribution, management, use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement of the common amenities as may be decided by them. The same shall be binding upon THE ALLOTTEE and other ALLOTTEE(s) of said project.
- xxiii. The right and interest of THE ALLOTTEE is limited and restricted to said property and right to use along with other ALLOTTEE(s) the common amenities of Project. THE ALLOTTEE shall have right to common amenities to an extent planned, designed and provided by THE PROMOTER.
- xxiv. The right and interest of THE ALLOTTEE is limited to the said property and Floor Space Index (FSI) utilized in construction of such said property. All and every balance FSI, additional FSI, floating FSI, transferable FSI in relation to Project Land, or any purchasable FSI as per or under the applicable statutory Regulations, TDR available under the Slum Redevelopment Policy, Regulatory Provisions or generally available shall belong to THE PROMOTER and THE PROMOTER may utilize the same before the BU Permission for the Project is obtained. In such case THE PROMOTER shall get the revised plans sanctioned by taking consent of 2/3 THE ALLOTTEE of the said Project. However, after the BU Permission of the said Project is obtained, THE PROMOTER shall have no rights or claim over any additional FSI and such rights shall be vested with the Service Society of THE ALLOTTEE(s)/Project Management body.

- xxv. THE ALLOTTEE will have to bear any betterment charges or AUDA/ AMC/ Government related charges/ levies of any nature that may come up in the future from time to time before or after the Sale Deed. THE ALLOTTEE will bear and pay all present and future, applicable charges, property/ municipal taxes, cess, 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 Said Property.

- xxvi. THE ALLOTTEE has also been given the brochure of the project which also describes the project. However, the said brochure is only for illustrative purpose and is not to be construed as a binding legal document. The images shown in the brochure are computer stimulated representations and are subject to error and omissions. The furniture and fixtures, electrical appliances and other loose items shown in the brochure are only for illustrative purposes and do not form a part of the standard product on sale. The furniture layout shown in the brochure is only suggestive and subject to change as per site conditions and as per the instructions of the project architect. THE PROMOTER reserves the right to make changes/alterations in the actual construction at site or in specifications or amenities of the project as may be suggested by the Architect or Engineer of the Project. THE ALLOTTEE hereby gives his irrevocable consent for any such change/modification/variation in the layout/plans/specifications of the Project and THE ALLOTTEE waives his right to inspect/demand inspection of any such change/modification/ variation, provided such changes or modifications do not adversely affect or alter the said Property.

- xxvii. THE ALLOTTEE represent that they have understood and are completely satisfied with the specifications, plans, layout, brochures, approvals, title of the Project Land and the said Property, price and the manner in which THE PROMOTER proposes to develop the Said Property and THE ALLOTTEE has received copy of the application form filled at the time of booking and they have understood and hereby confirm the terms and conditions in such application form in respect of the Said Property. The term and conditions as mentioned in the said booking/application shall be binding on THE ALLOTTEE and shall form a part of this Agreement for sale.

- xxviii. Irrespective of disputes if any which may arise between THE PROMOTER and THE ALLOTTEE or with other THE ALLOTTEE(s), 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 undertake to pay, punctually all such amounts and shall not be withheld the same for any reason whatsoever.

- xxix. Any delay or indulgence shown by THE PROMOTER in enforcing the terms of this Agreement or any forbearance or relaxing the payment schedule or any installment thereof by THE PROMOTER shall not be construed as a waiver on the part of THE PROMOTER.

- xxx. THE ALLOTTEE shall not have any objection if any portion of the said Project Land is handed over to the electric supply company for putting an electric sub-station or other infrastructure 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 Service Society or Project Management body.

- xxxi. THE ALLOTTEE agree that though they shall become free, independent and absolute owners of the said property, the said property shall be used, occupied and transferred by them as per rules and regulations that shall be framed by said Service Society or Project Management body.
- xxxii. THE ALLOTTEE hereby acknowledges that even after the Service Society or Project Management body has been formed with respect to the said Project, THE PROMOTER shall be entitled to sell or in any other manner transfer the un-sold units in the said Project to any third party on such terms and conditions as it may deem fit and such ALLOTTEE/transferee of un-sold units shall be entitled to become member of the Service Society or Project Management body and use all common areas and facilities in the Project at par with other property ALLOTTEE(s)/occupiers.
- xxxiii. THE ALLOTTEE hereby agrees that Air Conditioners shall be allowed to be placed only at the planned and specific spaces provided by THE PROMOTER and at no other place outside the Property. It is further agreed by THE ALLOTTEE that any exhaust/Ducting/Piping in property shall be installed as per the plan/s and guidelines of THE PROMOTER.
- xxxiv. THE PROMOTER shall decide the place, color and size of the name plate/Board which will be put in entrance of said property and building for indicating the name of THE ALLOTTEE(s) therein. It is hereby agreed that THE ALLOTTEE shall not put any other name plate or Board on any other part of the building except on the door of the said Property.
- xxxv. THE ALLOTTEE hereby agrees with THE PROMOTER and undertakes to pay amounts liable to be paid by THE ALLOTTEE under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep THE PROMOTER indemnified against the said payments and observance and performance of the covenants and conditions contained herein.
- xxxvi. THE ALLOTTEE hereby agrees that the said Residential & Commercial Building/scheme shall always be known, as “**SUN PARKWEST**”, and the name shall not be changed in any circumstances whatsoever.
- xxxvii. THE ALLOTTEE hereby agrees that the said Property shall be used, occupied and enjoyed by THE ALLOTTEE as one Property and THE ALLOTTEE shall not divide or sub-divide the same for use as more than one Property. It has been specifically agreed that the main door of the said Unit shall not be changed, altered in size or location. No other door, window or opening shall be made in the said Property other than as made by THE PROMOTER on completion of the construction of the same.
- xxxviii. THE ALLOTTEE hereby agrees that THE PROMOTER or Project Management body/Society may if it deems fit/viable in its sole discretion provide security, telephone cable, multipurpose cable, TV channels, piped gas line, intercom facility, Internet and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may

be provided through any outside agency under contract with him/it on such terms and conditions as may be finalized by THE PROMOTER or Project Management body/Society. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon THE ALLOTTEE and other members in the scheme. THE ALLOTTEE may use such facilities as per rates - price - consideration and terms and conditions as may be fixed by THE PROMOTER or Project Management body/Society in that regards.

15. THE PROMOTER shall maintain a separate account in respect of sums received by THE PROMOTER from THE ALLOTTEE as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Service Society or Project Management body or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. THE ALLOTTEE does not get any right, title or interest in the said Property by virtue of this Agreement for Sale. The titles of the said Property shall be transferred to THE ALLOTTEE only after payment of full and final price consideration amount (including all aforesaid charges) and upon execution of final sale deed in favor of THE ALLOTTEE. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, transfer, conveyance, demise or assignment in law, fact or equity of the said Property or any part thereof until actual transfer and vesting in favor of THE ALLOTTEE in accordance with the provisions of this Agreement shall take place, which shall take place only after full amount of consideration and all other amounts under this Agreement are paid by THE ALLOTTEE to THE PROMOTER. THE ALLOTTEE shall have no claim save and except in respect of the said Property hereby agreed to be sold to him/her and all open spaces, parking spaces, recreation spaces, common amenities, and all and every remaining part of the Project, will remain the Property of THE PROMOTER.

17. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment. The Promoter, has taken Loan from Bajaj Housing Finance Limited by Registered Mortgage Deed no. 4534 dated 28-02- 2024 Amount of Rs. 40,00,00,000/- with Sub Registrar S.R.O-Sanand. The Seller Promoter shall obtain a No-objection Certificate from the said financial institution prior to registration of each Sale Deed in favour of allottees.

18. BINDING EFFECT

Forwarding this Agreement to THE ALLOTTEE by THE PROMOTER does not create a binding obligation on the part of THE PROMOTER or THE ALLOTTEE until, firstly, THE ALLOTTEE signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 10 (ten) days from the date of receipt by THE ALLOTTEE and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by THE PROMOTER. If THE ALLOTTEE(s) fails to execute and deliver to THE PROMOTER this Agreement within 10 (ten) days from the date of its receipt by THE ALLOTTEE and/or appear before the Sub-Registrar for its registration as and

when intimated by THE PROMOTER, then THE PROMOTER shall serve a notice to THE ALLOTTEE for rectifying the default, which if not rectified within 7 (seven) days from the date of its receipt by THE ALLOTTEE, application of THE ALLOTTEE shall be treated as cancelled and all sums deposited by THE ALLOTTEE in connection therewith including the booking amount shall be returned to THE ALLOTTEE without any interest or compensation whatsoever within 30 days of cancellation after deducting an amount of Rs. 3,00,000/- or 5% of the total purchase price, whichever is less, as administrative charges.

THE ALLOTTEE shall not have any right to withdraw from or cancel this Agreement, except as provided in this Agreement, more particularly as per clause (6) above.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

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

22. SEVERABILITY

The Model form of Agreement for Sale proposed by the Government of Gujarat under the Rules framed by it under the said Act has been adopted and has been modified to incorporate the agreement and terms agreed upon between THE PROMOTER and THE ALLOTTEE, being this agreement. The parties hereto accept the same. However, if any provision of this Agreement shall be determined to be void or unenforceable under the said Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonable inconsistent with the purpose of this Agreement and to the extent necessary to conform to said Act or the Rules and Regulations made thereunder or the applicable law, as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that THE ALLOTTEE has to make any payment, in common with other THE ALLOTTEE(s) in Project, the same shall be in proportion to the carpet area of the said Property to the total carpet area of all the Property Units in the Project.

24. 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.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only its execution by THE PROMOTER through its authorised signatory at THE PROMOTER's office, or at some other place, which may be mutually agreed between THE PROMOTER and THE ALLOTTEE and after the Agreement is duly executed by THE ALLOTTEE and THE PROMOTER or simultaneously with the execution the said Agreement shall be registered at the office of Sub-Registrar. Hence, this Agreement shall be deemed to have been executed at Ahmedabad.

26. WAIVER

Any delay by THE PROMOTER in enforcing the terms of this Agreement or any forbearance or giving time to THE ALLOTTEE shall not be considered as a waiver on the part of THE PROMOTER of THE ALLOTTEE nor shall the same in any manner prejudice the remedies of THE PROMOTER.

27. SURVIVAL

Termination of this Agreement (a) shall not relieve THE ALLOTTEE of any obligations herein which expressly or by implication survives termination hereof, and (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of THE ALLOTTEE, shall not relieve THE ALLOTTEE of any obligations or liabilities for loss or damage to THE PROMOTER arising out of or caused by acts or omissions of THE ALLOTTEE prior to the effectiveness of such termination or arising out of such termination.

28. REGISTRATION:

THE PROMOTER shall present this Agreement as well as the conveyance/assignment at the proper registration office of the Sub-Registrar concerned within the time limit prescribed by the Registration Act and THE PROMOTER/ALLOTTEE will attend such office and admit execution thereof.

29. NOTICES:

That all notices 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/Under Certificate of Posting at their respective addresses specified below:

_____ Name of THE ALLOTTEE

_____ (THE ALLOTTEE(s) Address)

Notified Email ID:

M/s. SUN REALTY

F.P.43, Sunbuilders Group, Adjoining Saket 3, Sindhubhavan Road, Bodakdev, Ahmedabad-380058

Notified Email ID:

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 failing which all communications and letters posted at the above address shall be deemed to have been received by THE PROMOTER or THE ALLOTTEE, as the case may be.

30. JOINT ALLOTTEE(s).

That in case there are Joint ALLOTTEE(s) all communications shall be sent by THE PROMOTER to THE ALLOTTEE whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all THE ALLOTTEE(s).

30.1 In case THE ALLOTTEE is joint, the first named THE ALLOTTEE alone will be able to represent their interest and other joint THE ALLOTTEE shall not have any independent or separate voice/rights.

30.2 All consents, confirmations etc. if and when required of the joint THE ALLOTTEE, the same shall be deemed to have been sufficiently given and received from the first of such joint THE ALLOTTEE. However, it has been agreed that for the purpose of the sale, mortgage, transfer, rent/lease/leave and license, etc. the signatures of the all the joint THE ALLOTTEE(s) shall be required.

30.3 Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint THE ALLOTTEE(s). All notices, communications, etc. may be addressed by THE PROMOTER to the first of such joint THE ALLOTTEE.

30.4 THE ALLOTTEE inter-se shall not be entitled to subdivide the said Property, the intent being the said Property shall stand in the names of the joint THE ALLOTTEE(s) as one single unit.

31. STAMP DUTY AND REGISTRATION

The charges towards stamp duty and Registration of this Agreement, Conveyance deed and any document/s, paper/s and writing/s also undivided proportionate share of land to be executed by THE PROMOTER in favor of THE ALLOTTEE shall be borne by THE ALLOTTEE. Further if the said agreement is required to be cancelled in any manner then all the expenses for the same shall also be borne by THE ALLOTTEE only.

32. DISPUTE RESOLUTION

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

33. GOVERNING LAW

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

34. RESTRICTION

THE ALLOTTEE shall use the residential premises in the Project for residential purpose only and the commercial premises in the Project shall be used for legally permissible commercial purpose only. Also Commercial Unit THE ALLOTTEE shall not use the Property for Machinery repairing, Printing Press, Diamond/Stone cutting mill, Storage of Hazardous Material, Hostel/Boarding school, Pan Parlour, Spa Centre & Hotel with residential rooms. Further, THE ALLOTTEE shall not be entitled to use the said Property or permit the same to be used in a manner which may or is likely to cause nuisance or annoyance to occupiers of the other said Property(s) nor for any illegal or immoral purposes or for the purposes prohibited by law.

35. ADVERTISEMENT

THE PROMOTER has declared and announced its scheme by issuing brochures and publishing in different mediums. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.

36. FOREIGN REMITTANCES

THE ALLOTTEE agrees that in respect of any remittances, or transfer of money is attracted by the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and rules and regulations of Reserve Bank of India or any other applicable law shall be the sole responsibility of THE ALLOTTEE, and all concerned. THE PROMOTER accepts no responsibility in respect thereof.

37. NO POSSESSION

No possession of the said Property before or at the time of execution of this Agreement is handed over by THE PROMOTER, and such possession will be handed over only at the time as provided under the terms hereof.

38. DEFINATION OF PARKING

Parking includes car parking, two-wheeler parking, visitor parking, loading/unloaded spaces and any other spaces used for parking in the project which may be open or covered.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

**SIGNED AND DELIVERED BY THE
WITHIN NAMED THE PROMOTER
SUN REALTY**

through the hands of its Authorized
Signatory

(Mr. _____)

**SIGNED AND DELIVERED BY THE
WITHIN NAMED THE ALLOTTEE**

In the presence of

- 1.
- 2.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that project having piece or parcel of Non Agricultural land bearing Final Plot No. 71/1/1 admeasuring about 4936.00 sq.mts. of Draft Town Planning Scheme no. 3 (Shela). The said land admeasuring about 4936.00 sq.mts. is forming part of the land having City Survey No. NA/76/A/P2 admeasuring about 5099 sq.mts., of City Survey Office: Sanand, of Ward: Shela (Binkheti), Sheet No. NA99 allotted in lieu of land of original Block No. 76/A admeasuring about 8498 sq.mts. (the remaining town planning scheme kapat admeasuring about 3399 sq.mts. is given revised Block no. 76A/Paiki 1) situated at Moje Shela, Taluka Sanand in the Registration District of Ahmedabad and Sub District of Sanand is bounded as follows:

On or towards the North : By Final Plot No. 30

On or towards the South : By 18 Mts. wide T.P.S. Road

On or towards the East : By 18 Mts. wide T.P.S. Road

On or towards the West : By Final Plot No. 21/2

THE SECOND SCHEDULE ABOVE REFERRED TO

All that proportionate undivided share to the extent of ____sq. mtrs. in the project land along with constructed property being Property Unit No.____admeasuring____sq. fts. i.e ____sq. mts. (Carpet) **along with attached open terrace admeasuring_ sq. fts. equivalent to ____sq. mtrs. (Carpet Area) forming part of the said Office Unit** on ____Floor of the said building/Scheme known as “SUN PARKWEST” constructed on the said project Land together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Property ALLOTTEE(s) there in and the said Property is bounded as follows:

On or towards the North :

On or towards the South :

On or towards the East :

On or towards the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of Common Amenities & Facilities to be used by the Residential Property Holders only)

- * Lifts
- * Common Open Plot/Lawn
- * Children's Play Area
- * Passage with lights leading to all the Floors and Basements
- * Overhead Water Tank
- * Underground Water Tank
- * Pumps with Motor
- * Utility/Electric Meters
- * Security Cabin; Entrance and Exit Gates

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Description of Common Amenities & Facilities to be used by the Commercial Property Holders only)

- * Separate Underground Water Tank
- * Pump with Motor
- * Parking space in front of the Commercial Premises Only

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Description of Common Amenities & Facilities to be used by both Residential & Commercial Property Holders only)

- Electric Sub-station/plinth/platforms
- Drainage Lines – Manhole Connections or Chambers
- Service Lines in Basement
- Electric Meter Rooms
- Building(s) inside or outside service/utility ducts
- Solar Panels or Energy management devices (if Applicable)
- Service Staff Restrooms/toilets
- Sewerage Treatment Plant (if Applicable)
- Society Store Rooms
- Society Estate Office
- Common Power back-up facility (DG set)

ANNEXURE “C”

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Details of common expenses to be incurred by THE PROMOTER for the initial period of 15 Months from the Date of Building Use Permission)

- Common Area Electricity Bills
- Common Area Property Taxes
- Security Expenses for common areas and facilities
- Housekeeping Expenses for common areas and facilities
- Annual Maintenance Contracts (if any) for all applicable facilities
- Procurement/Renewal of applicable NOC's from competent authority
- Normal day to day expenses for maintaining and up-keeping of the common areas and facilities.

ANNEXURE “B”

(Details of Fixtures and fittings with flooring, sanitary fittings and specifications of Property)

Unit Specifications

FLOORING

- Living Area - Vitrified Tiles
- Dining Area – Vitrified Tiles
- Bedrooms – Vitrified Tiles
- Balcony – Anti-skid/ Rustic Tiles

KITCHEN

- Vitrified Tiles in floor
- Granite Platform with Stainless Steel sink
- Ceramic Tiles Dado above Platform up to Lintel level
- Wash yard - Vitrified Tiles Floor and Ceramic Tile Dado

DOORS

- Main Door – Flush Door with both sides laminate finish
- Internal Doors – Flush Door with Oil Paint finish
- Lockset and Hardware's of ISI Make

WINDOWS

- Powder Coated Aluminum Sliding Windows

TOILETS

- Ceramic Tiles in Floor
- Ceramic Tiles Dado up to Lintel level
- Standard Quality CP Fittings and Sanitary ware (ISI Make)

ELECTRIFICATION

- Concealed copper wires (ISI certified)
- Adequate power outlets with Modular Switches
- Protective ELCB/MCB (ISI Make)

WALL FINISH & COLOR WORKS

- Interior – Putty Finish over Single Coat Mala Plaster
- Exterior – Acrylic Paint over Double Coat Plaster

SCHEDULE UNDER THE REGISTRATION ACT (32-A)

THE PROMOTER

SUN REALTY

through the hands of its Authorized

Signatory

THE ALLOTTEE

In the presence of

1.

2.