

Agreement of Sale

This agreement for sale executed at Vadodara, Gujarat, India on day of month in the year 202_ by and between

Avkar Buildtech LLP. (PANNO- ABZFA1284G) A Limited Liability Partnership firm named Having Reg Office at Sr.No.381, open Plot, B/S Saptak Rosette, 30 Mt Canal Road , Near Waves Club, Bhaili TP 3, Vadodara, Gujarat - 391410, through its authorised designated partners.

1.Chirag Dayanand Bontra; Aged - Adult years; Occupation : Business; Residing at E-7 Vishram Nagar 2, Vasna Raod , Vadodara 390007

2.Nishit Mukeshbhai Patel; Aged - Adult years; Occupation : Business; Residing at1, Sthapatya Bungalows, Vasna road, Vadodara.

(Hereinafter referred to as the 'First Party','Owner','Promoters' or 'Developers' which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors, administrators, manager, permitted assignee and concerned partners)

AND

1. Name : _____ (Pan No. _____) (Aadhar No _____)

Age: _____ , Occupation : _____

2. Name : _____ (Pan No. _____) Aadhar No. _____)

Age: _____ , Occupation : _____

Both Residing at : _____

(Hereinafter referred to as the "Second Party", 'Purchaser' , 'Allottee' " which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all their successors, administrators, manager, permitted assignee and concerned descendants, guardians, heirs etc.)

Promoter – Developer and Allottee will be referred to as party jointly and party severally,

WHEREAS the owner is absolutely seized and possessed of and otherwise well and sufficiently entitled of under mentioned land in schedule A.

Schedule A. (Description of land)

1. Being non-agricultural land bearing Block No. 329 (Old Survey No. 381) admeasuring 0-89-03, Bhaili T.P. No. 3, F.P. No. 5 admeasuring 6240 Sq. Mtrs. It's northern side paiki land, admeasuring 3968.36 sq. mtr. & land bearing Block No. 330 paiki 1 (Old Survey No. 382 + 383) admeasuring 0-89-27, Bhaili T.P. No. 3, F.P. No. 7 admeasuring 6250 Sq. Mtrs. situated at Village Moje Bhayli, Taluka & District Vadodara

2. The entire piece of land bearing 6240sq.mt. land of final plot No.5 has been approved for non- agricultural use (N.A.) by the collector, Vadodara under permission No: N.A./S.R./247/2016-2017, Land/D/section 65/vashi/5515 to 5523/16, Date 09/09/2016.

3. The entire piece of land bearing 6250 sq.mt. land of final plot No.7 has been approved for non- agricultural use (N.A.) by the collector, Vadodara under order No: 890/19/02/036/2020, Dated : 16/07/2020

4. The said Piece & Parcel of land Situated F.P. No.5, T.P.3 (Bhayli) has been given construction permission (raja chitthi) by VUDA under permission No: 18-09-2018/1005738/01/000030 Date: 23/10/2018.

Of the total land measuring 6240 sq.mt of FP 5, part area has been already developed by the land owners. Hence FP 5/Paiki (part thereof) admeasures 3968.36 sq.mts.

5. The said piece and parcel of lands with Final Plot numbers 5/paiki and 7 have been amalgamated vide order number No.003LD22230160 Dated:14/11/2022 by Vadodara Municipal Corporation. On this amalgamated land, measuring 10218.35 sq.mt., a residential cum commercial apartment/shop under the name and style of 'Sorrento Rosette' has been projected

6. The said amalgamated lands of F.P 5/paiki and F.P 7, totally admeasuring 10,218.35 Sq.Mts, have been granted revised construction permission (revised Raja Chitthi) by Vadodara Municipal Corporation vide permission no:T.B-1/Ward-10/2023-2024 dated 1-5-2023

The projected amalgamated land plot for Sorrento Rosette is collectively bounded as under:-

East :- 30 mt wide road.

West :- Land of F.P. No.12 (Rutu Silver) and Land of F.P No.9 (GreenFields 4).

South :- Land of F.P Number 6 and Residential apartment/shop named Saptak Rosette

North :- Land of F.P. No.8

And whereas the Promoters have purchased the said property from its earlier owner, Shri.Dayanand Bontra by executing a registered sale deed. The said sale deed was registered before the Registrar at Vadodara on 08/05/2023, vide registration entry number 10879 and thus the promoters became absolute owners of the said property and as on today they are in occupation and possession of the said property as true and lawful owners and the title of the property is clear, marketable and without any charge, lien or encumbrance.

AND WHEREAS the promoter has registered the project under the provisions of the act with the Gujarat RERA(real-estate regulatory authority)Vide

Whereas the owners have named the said project of residential flat /shops and shops as 'Sorrento Rosette' (hereinafter referred to as the 'said project' or 'the project','scheme')

AND WHEREAS the allottee has shown interest to buy a flat /shop in the said project and on demand from the allottee, the promoter has given for inspection to the allottee all the documents of title relating to the project land and the plans, designs and specifications prepared by the promoter's Architect and of such other documents as are specified under the RERA (real estate Act), 2016 and the rules and regulations made thereunder and the allottee has studied and checked and got verified by experts and having been satisfied with , has presented to buy the said flat /shop.

AND WHEREAS the purchaser herein is aware of the fact that the promoter has entered or will enter into similar or separate agreements with several other persons and parties in respect of the other apartment/shop/shops/shops in the project

AND WHEREAS the allottee hereby confirm and declare that all documents related to the title of the land such as title clearance entitled issued by the promoter's advocates and authenticated copies of land or extract of village form 6, 7 & 12 or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartment/shops/Shops are constructed or are to be constructed have also been inspected by the Allottee and his expert consultants and they

are satisfied in respect of the same.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Authority has been inspected by the Allottee.

AND WHEREAS the authenticated copies of the plans, approved by the concerned authorities, of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project has also been inspected and accepted by the Allottee.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied/requested the Promoter for allotting him/her Apartment/shop/ Shop No. _____ on _____ floor of in the _____ wing of building Sorrento Rosette,

Considering the present status of the construction of the building/s at site in which the Apartment/shop/shop is situated and further in the light of the Purchaser having agreed to pay the consideration as provided hereunder and subject to the rights of Promoter as stated in foregoing paragraphs and other clauses written hereunder, the Promoter hereby agrees to sell to the Purchaser and the Purchaser, interalia by accepting the rights of the Promoter as aforesaid and as stated elsewhere in this Agreement, agrees to purchase from the Promoter the, Residential Apartment/shop being Flat /shop/ Shop No._____, having carpet area admeasuring_____Sq.Mtrs. (as per RERA) situated on the _____floor in the Building No._____ Wing No._____, forming part of the Building Complex known as "Sorrento Rosette" under construction on a part of the said Property, more particularly described in the SCHEDULE A written hereunder, and more particularly described in the SCHEDULE B hereunder (herein referred to as"Apartment/Flat /shop") at or for total consideration of Rs._____-/- (Rupees _____only) (herein after referred to as the "Purchase Price") Including proportionate price for use of the common areas and limited common facilities appurtenant to the Apartment/shop, the expenses for obtaining electric, water , drainage supply and connection from concerned authorities, expenses for formation of society, share money, expenses for providing genset backup for lifts and common lights, Excluding expenses of stamp duty and registration fees, etc., which will have to be paid by the Purchaser to the Promoter or concerned authority separately; with payment as per schedule 1(b) mentioned herein above

AND WHEREAS the Built-up area of the said Apartment/shop is _____ square

meter and Carpet area is _____ square meters and "carpet area" means the net usable floor area of an apartment/shop, excluding the area covered by the external walls, areas under services, shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by internal partition walls of the apartment/shop.

A (i). AND WHEREAS, the total sale consideration of Rs_____. (Rupees_____ only) is fixed and agreed between parties.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees that exclusive balcony having area admeasuring ____sq.metres and Architectural elevation/planter having area ____sq.meters also forms part of the apartment with exclusive rights of the allottee.

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

(iv) 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/ newly 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 be paid by allottee along with applicable on subsequent payments.

(v) The Allottee authorises 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.

B (i). Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees_____ only) ,as in schedule shown hereunder , being part payment of the above sale consideration. The payment and receipt of the said part payment is accepted and acknowledged by the parties. The Allottee has agreed to pay balance amount of Rs. _____/- as per schedule B(ii), shown hereunder.

Schedule of Payment received from the allottee before signing this agreement

Amount in rupees	Cheque Number / Cash	Date	Name of Bank
Rs. _____/-	(Rupees_____only)		

(ii). In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/shop at the agreed price of Rs. _____/- As per the following payment terms.

Schedule B(ii) Payment Terms.

Tentative Payment Schedule

(As per RERA recommended clause 1(c) of Annexure A - draft Agreement for Sale)

The *payment schedule of Flat* for the above-mentioned charges will as under:

SR.	AMOUNT	PARTICULARS	DATE OF COMPLETION OF STAGE
I	Rs.	<u>Upto 10%</u> at the time of Booking	
II	Rs.	<u>Upto 30%</u> at the of Agreement to Sale	
III	Rs.	<u>Upto 45%</u> at the time of completion of plinth	
IV	Rs.	<u>Upto 70%</u> at the time of completion of slab	
V	Rs.	<u>Upto 75%</u> at the time of completion of internal plastering, completion of walls, flooring, Door-windows frame work	
VI	Rs.	<u>Upto 80%</u> at the time of completion of sanitary fitting, staircase, left well, entrance lobby, etc.	
VII	Rs.	<u>Upto 85%</u> at the time of completion of external plastering, external plumbing, waterproofing, elevation	
VIII	Rs.	<u>Upto 95%</u> at the time of completion of lift, <u>waterpump</u> , electrical fittings, entrance pavement, etc.	
IX	Rs	<u>Upto 100%</u> at the time of handing over of possession	
	Rs	TOTAL CONSIDERATION (100%)	

* Please refer Annexure A of Rule 9 of Gujarat Real Estate (Regulation and Development)(General) Rules 2017

Note: a) In addition to the above, 100 % of other charges being maintenance deposit, advance maintenance charges, Stamp Duty and Registration Fees will be demanded along with the last demand raised mentioned at sr. no. 13 above.

The Total Consideration as stated above excludes maintenance deposit, maintenance expenses , stamp duty expenses, registration fees and taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax and cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment/shop, which shall be separately payable by the Allottee in the manner as may be decided by the Promoter. The Allottee has further agreed to deposit TDS calculated at applicable rates on the Consideration amount (if applicable), as and when required to be paid under Section 194-IA of the Income Tax Act, 1961, copy of Challan shall be presented at the time of the execution of Deed of Conveyance / Sale Deed. However, if at the time of execution of the Deed of Conveyance / Sale Deed, the Allottee is not able to present the Challan, then the Allottee shall deposit an amount equivalent to the applicable TDS amount as interest free security deposit (Deposit) with the Promoter, which shall be refunded by the Promoter, upon the Allottee furnishing the TDS certificate or the Challan with the Promoter with a period of 3 (three) months from the date of execution of the Deed of Conveyance / Sale Deed.

All the flat / Shop owners of Sorrento Rosette, members of the project together combinedly have to form an association/society/committee called “SORRENTO ROSETTE _____ ” and it is mandatory/compulsory for each and every member to become a member of the said association/society.

It is understood that the allottee automatically becomes a member of the association/society/committee by default as soon as he/she purchases the flat /shop and that the allottee is legally bound to adhere to all the terms, conditions and rules etc of the said association/society/committee.

The association/society will take care of all common interests of the entire project complex such as security, common amenities, power/energy generator, lifts etc. and the allottee automatically becomes a member of the said association once the sale deed of the respective flat /shop /shop is registered and all the rules & regulations are/shall be invariably abiding to all members.

AND WHEREAS, the Parties relying on the confirmations, representations and

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

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 project consisting of 3 basements, ground floor and first floor with shops, two towers with 31 upper residential floors on the project land in accordance with the plans, designs and specifications as approved and as may be approved by the concerned authorities from time to time.

2.The Purchaser is further aware that under the said laws, rules and regulations, SAVE AND EXCEPT any change or variation in the area specification and location of the Apartment/shop agreed to be purchased by the Purchaser under this Agreement,, the Promoter is at liberty and is entitled with prior approval from concerned authorities; but without requiring to obtain any further consent or concurrence from the Purchaser, to get amended, revised, modified and/or re-designed from time to time the layout of the said Project; and/or to further sub-divide the said Property in independent parts or to amalgamate the said Property with any adjoining lands. The Promoter is further at liberty to make the changes, amendments and modifications in the sanctioned plans including the change in height and location of the buildings, the size and location of the open / common/utility spaces and scope, location and nature of the development of recreation areas including Podium/Club House/Community Hall/Etc. - if provided. The Promoter shall further be entitled to, at Promoter's sole discretion and without requiring to obtain any further consent or concurrence from the Purchaser, to exclude any portion from the present development of the said Property and, in effect, to reduce the area of the said Property or to acquire additional property and to increase the scope of area of the lands to be developed. The Promoter further is entitled to make any other changes whatsoever in the planning of the entire Project. It is specifically agreed and understood that for making Aforesaid changes, the Promoter is not required to obtain any consent or concurrence from the Purchaser. Without prejudice to the above, if at all such consent or concurrence is required to be obtained from the Purchaser, then and in that case, the Purchaser hereby gives and shall be deemed to have given his/her irrevocable consent and concurrence for making all and every of the aforesaid changes as may be desired by the Promoter.

3.The Purchaser has seen the plans as also the particulars of specifications in accordance with which the building is to be constructed. The Promoter shall be entitled to

make such changes in the plans (including change of users of the area therein) as the Promoter may from time to time determine and as may be approved by relevant and other concerned authorities and the Purchaser hereby agrees and grants his/her consent to the same.

4.The Purchaser is aware that the Promoter has not yet utilised TDR potential of said Property and has intention to use the TDR potential of said Property -with or without adjoining lands - in construction of further buildings in the said Project.

The Promoter, therefore, shall be entitled to consume the Floor Space Index (FSI) and/or TDR potential on the said Property as well as amalgamated lands, if any, which may be presently available as per prevailing rules and regulations as well as which may become available in future due to changes in laws, rules and regulations, in further construction on the said Property or by transferring such FSI on some other property.

5.The Purchaser shall not be entitled to raise any objection for utilisation of such FSI/TDR from other properties to the said Property or FSI/TDR from the said Property to other properties. Such additional structures and storeys shall be the property of the Promoter alone and the Promoter shall be entitled to sell and dispose off and otherwise to deal with the same, at Promoter's sole discretion without requiring to render any account thereof or to obtain any further or separate consent or concurrence from the Purchaser.

6.The Promoter may avail from banks/financial institutions loan/financial assistance for development of the said Property including construction of the building in which the apartment/shop is situated and as a security for the payment thereof it may create security in respect of the building/s to be constructed on the said property in which the apartment/shop is situated, save and except the Flat /shops sold/agreed to be sold. The Purchaser hereby consents to the Promoter availing such loan/financial assistance on such terms and conditions as the Promoter may deem fit and proper, without however the Purchaser being responsible in any manner for repayment of loan along with interest and/or incurring liability of any manner whatsoever, finalised or otherwise.

7.The purchaser, herein agrees that he shall not be entitled to any abatement in the price of the apartment/shop or object to the same for any reason whatsoever

8.The promoter further shall be entitled to carry out the intended development as aforesaid by itself or through its nominees or assignees or any Contractor sub-contractor and the purchaser shall not be entitled to raise any objection to the same

9. 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 Apartment/shop to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/shop.

10 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/shop to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meet all other obligations under the Agreement subject to the simultaneous proportionate completion of construction by the Promoter as provided in schedule B(ii) (Payment Terms) herein above.

11. It is agreed between parties that in case of any subsequent further charges in the development charges, levied or betterment charges by government, semi government authorities the same will be claimed by promoter separately from the allottee furnishing copies of such order/notifications to the allottee/association. The allottee has agreed to pay such charges if any, from time to time and in future to promoters.

12. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 18,393.03 Sq.mt only and Promoter has planned to utilise Floor Space Index of 55,179.09 Sq.mt. 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 may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the existing Floor Space Index of 54,964.01 Sq.mt. and accordingly the Allottee has agreed to purchase the said Apartment/shop. In case of any changes in FSI by the authorities and based on the proposed construction and sale of apartment/shops if any to be carried out by the Promoter by utilising the proposed excess FSI will be the exclusive ownership of the promoter. It is clearly understood and accepted and agreed by the allottee and or the association /society and will not claim any right whatsoever on the same.

13. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment/shop 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

(Marginal Cost of Funds based Lending Rate) MCLR + 2% per annum, on all the amounts paid by the Allottee, for every month of delay, till handing over of the possession. The Allottee also agrees to pay to the Promoter, interest at the rate of 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.

14.

(i). Without prejudice to the right of promoter to charge interest in terms of clause 13 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 instalments, the Promoter shall at his own discretion, may terminate this Agreement:

(ii). For the purpose aforesaid, the Purchaser hereby appoints the Promoter and its partners as attorney(s) of the Purchaser to inter alia execute and present for registration the Cancellation of Agreement or any other deed, document and writing signifying cancellation and termination of this Agreement in such form and manner as the Promoter may deem fit in its sole discretion and thereupon the Purchaser shall have no rights or interest left in the Apartment/shop or any other claim hereunder save and except refund of the amounts paid by the Purchaser after deducting MCLR + 2% per annum of the total sale consideration and the loss, if any, the Promoter may be suffer on resell of the Apartment/shop to any other purchaser.

15. Provided that, 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.

16. It is specifically agreed between the parties hereto that, if the transaction in respect of the apartment/shop between the Promoter and Purchaser herein is terminated as stated in para 14(i) and 14(ii) herein above written then all the instruments under

whatsoever had executed between the parties hereto or between the Promoter and Purchaser herein shall stand automatically cancelled and the Purchaser shall have no lien, right, title, interest or claim against the Promoter or the Apartment/shop or project . The purchaser shall have no claim in the profit if any, realised by the promoter on reselling the apartment/shop at a higher price.

17. For any amount remaining or unpaid by the purchaser, Under this agreement, the promoter shall have first lien and charge on the apartment/shop agreed to be allotted/sold to the purchaser in terms of these presents.

18. In the event of termination of this Agreement for any reason the Purchaser herein shall be, solely and absolutely, responsible to repay any housing loan availed by him/her/them from any bank/financial institution/company/lender and shall be entitled to get the refund of amounts paid subject to deductions as set out in clause , only upon receipt of no dues certificate from the bank/financial institution/company/lender.

19. Notwithstanding what is stated herein above, it shall always be obligatory on the part of the Purchaser to pay the instalments of the sale consideration as and when due under the terms of this Agreement and the Purchaser shall promptly and duly pay the balance consideration on the respective due dates irrespective of the fact that the Purchaser has applied for loan to any bank/financial institution/company/lender and irrespective of the fact that such loan is under process and/or sanction or awaited/ rejected.

20. The Promoter shall give possession of the Apartment/shop to the Allottee on or before 31st December, 2029. If the Promoter fails or neglects to give possession of the Apartment/shop to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment/shop with interest at the same rate as may be mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

21. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment/shop on the aforesaid date, if the completion of building in which the Apartment/shop is to be situated is delayed on account of any unforeseen circumstances beyond the control of the developers due to but not restricted to

- (i) War, Disease, Civil unrest or /and act of God ;
- (ii) Any notice, order, rule, notification or interference of the Government and/or other public or competent authority/court.
- (iii) Delay in issuing completion certificate/occupation certificate by the respective authorities despite of having completed construction work.

Whereas the Completion and delivery of the premises/ building shall be governed by force majeure clause prevailing as per law of the land.

22. Procedure for taking possession -

(i) The Promoter, upon obtaining the occupancy certificate from the competent authority and the full and final payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment/shop, to the Allottee in terms of this Agreement, to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the apartment/shop/flat /shop to the Allottee. The Promoter agrees and undertakes subject to the clauses mentioned herein above to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association/society of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate of the Project.

(ii) The Allottee shall take possession of the Apartment/shop within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartment/shops are ready for use and occupancy: paying all dues to the promoter.

(iii) Failure of Allottee to take Possession of Apartment/shop:

Upon receiving a written intimation from the Promoter as per clause 24(i), the Allottee shall take possession of the Apartment/shop 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 Apartment/shop to the allottee. In case the Allottee fails to take possession within the time provided in clause 24(i) such Allottee shall continue to be liable to pay maintenance charges as applicable.

23. Defect Liability

(i) If within a period of five years from the date of handing over the Apartment/ shop to the Allottee, the Allottee if brings to the notice of the Promoter any structural defect in the Apartment/shop or the building in which the Apartment/shop are situated or any defects on account of workmanship, quality or provision of service, then, wherever

possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter. The allottee shall maintain and keep in good working condition, the flat /shop occupied by him and take due diligence and care and maintain all common spaces, including common amenities. Any damages or deterioration of spaces, instruments, gadgets or any other materials due to lack of due care or timely maintenance and repair or attention to be taken from time to time by the allottee Shall not be deemed/attributed as failure of the promoter, and the promoter cannot be and shall not be held responsible for such lapses on account of the failure of the allottee and cannot claim compensation/damages for the same.

(ii) The promoter shall confirm the final carpet area that has been allotted to the allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of changes, if any, in the carpet area subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in the carpet area within the defined limit, then promoter shall refund the excess money paid by allottee within 45 days with annual interest at the rate of MCLR+2% from the date when such an excess amount was paid by the allottee. If there is any increase in the carpet area allotted to the allottee, the promoter shall demand additional amount from the allottee as per the next milestone of the payment plan.

(iii) HOWEVER THAT any such defect arising due to unauthorised alterations carried out by the Purchaser or any other flat /shop purchaser/s in the Apartment/shops or building, the Promoter shall not be liable for the same.

(iv) PROVIDED FURTHER THAT it is agreed that the defect liability period shall be deemed to have commenced from the date of obtaining the occupation certificate or from the date on which the Promoter has given the necessary intimation in writing under this agreement to the Purchaser to take the possession or the date on which the Purchaser has taken possession of the Apartment/shop for fit-outs or otherwise, whichever is earlier.

(v) PROVIDED HOWEVER THAT the Purchaser shall not carry out any alterations of any nature whatsoever nature in the Apartment/shop or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, and or shall not use any chemicals or solutions which may damage,

weaken /loosen, the construction/structure/pipes/wires/fittings/plumbing etc, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability of the Promoter shall become void automatically.

(vi) The word "Defect" here means only the structural defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment/shops) by the Occupants), vagaries of nature and defect/s in fittings and fixtures, machineries are not included therein.

24. The Allottee shall use the Apartment/shop or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

25. The Allottee along with other allottee(s) of Apartment/shops in the building shall join in forming and registering the Society or Association or a Limited Company 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 the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. It is further specifically agreed that if the purchaser and all other position purchasers in the building project do not extend their full cooperation in registering the society as aforesaid then, and in that case, the promoter shall stand absolved from its obligation to register the society.

26. The building/project shall be known as 'Sorrento Rosette' or such other name the promoter at its own sole discretion may decide, and the individual building/s/project shall always be known by the name, assigned thereto by the promoter; the purchaser and other purchasers and or the society and or the Apex building shall have no right to change the name of the housing complex/project/building and or the building and the name of the housing complex and the building shall always be included while

registering the apex society / society /association respectively

27. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment/shop is ready for 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 Apartment/shop) 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, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other such expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the society or the association or the limited company as aforesaid.

28. 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 premises 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.

29. The Allottee shall pay to 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 Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

30. At the time of registration of conveyance in favour of the society of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

Under reasonable circumstances the promoters have agreed to repair structural faults and damages if any caused due to proven construction quality deficiency within 5 years of completion of the building , The promoters hereby affirm that the building is executed completely in accordance with the specifications and based on the quality of the available raw materials, however in case of any structural deformity, if proved, the same shall be repaired. Notwithstanding anything contained herein above the promoter will not be responsible for any fundamental structural deformation or the deformity damage caused due to quality of the materials and failure in workmanship. which are not in control of the promoter.

31. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment/shop 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 Apartment/shop to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall 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 till date, with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment/shop may come, hereby covenants with the Promoter as follows :-

The Purchaser herein shall use the apartment/shop or any part thereof or permit the same to be used only for purpose it is agreed to be sold for and no other purpose whatsoever i.e. residential purpose only. The Purchaser shall use the garage or parking space only for purpose of for keeping or parking his own vehicle.

The Purchaser shall use the apartment/shop or any part thereof or permit the same to be used only for the purpose it is agreed to be sold and as shown in the sanctioned plan, provided that, any owner or occupier/s of any residential apartment/shop in the building / wing shall not use for Classes, Massage Centre, Gambling House or any illegal or immoral purpose. He shall use the allotted or common parking space only for the purpose for keeping or parking the Purchaser own two wheeler or four wheeler light vehicle, but not entitled to park inside the Project at any place any Rickshaw, Tempo and/ or heavy vehicles such as truck, bulldozer, buses, tractors etc. and further any apartment/

shop holder/occupier in the Project shall and will not be entitled to park his any two/three/four wheeler vehicle in common marginal space, which is not allotted for exclusive right to use for parking two three/four wheeler vehicle.

i. To maintain the Apartment/shop at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment/shop is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/shop 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 Apartment/shop is situated and the Apartment/shop itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment/shop any contraband goods which are of hazardous, combustible / dangerous or illicit/illegal nature or are so heavy or otherwise as to damage the construction or structure of the building in which the Apartment/shop is situated or storing of any material or Goods in a way that it obstructs/restricts/hinders the movement of other occupants and goods which are 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 Apartment/shop is situated, including entrances of the building in which the Apartment/shop is situated and in case any damage is caused to the building in which the Apartment/shop is situated or the Apartment/shop on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment/shop and maintain the Apartment/shop in the same unscathed 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 Apartment/shop is situated or the Apartment/shop 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 provisions and or the rules of the society, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and the association of members.

iv. Not to demolish or cause to be demolished the Apartment/shop 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 Apartment/shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/shop is situated and shall keep the portion, sewers, drains and pipes in the Apartment/shop and the

appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/shop is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment/shop without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. 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 Apartment/shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/shop in the compound or any portion of the project land and the building in which the Apartment/shop is situated.

vii. allottee shall pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment/shop is situated.

viii. To bear and pay time to time increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment/shop by the Allottee for any purposes other than for purpose for which it is sold.

ix. 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 Apartment/shop until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and a written No Objection certificate obtained .

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment/shops therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment/shop 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.

xi. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. The Allottee shall permit the Promoter and or the society and its/their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

32. SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:

(i).The Project comprises of multi storied high-rise buildings. These buildings will be constructed using the 'monolithic method of construction' where most of the whole building including all internal and external walls, balconies, projections, drops,beams,jaalis,padis etc become part of the 'core-structure' of the building. considering the need to maintain the structural stability of such buildings and internal structures, the Promoter herein has been specifically informed by its Learned structural consultant not to allow any internal changes, as to shifting of walls, toilets, chiselling/ cutting/hammering of walls and R.C.C. by the members and hence the Promoter herein prior to entering into this instrument has specifically informed to the Purchaser herein that no request for providing or shifting of walls, toilets etc. shall be entertained.

(ii).The Promoter herein has specifically informed to the Purchaser and Purchaser herein is also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser or any owner or occupier of the apartment/shop/s in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water / water of adjacent terraces / sit out / roofs shall always have proper flow and should not obstruct the same in any manner. The Purchaser herein specifically undertakes to abide aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sale the apartment/shop to the Purchaser herein on ownership basis, subject to the terms and condition of this Agreement.

(iii).In the Project the Promoter herein are providing advance/high grade/

technology amenities / materials / plants and equipments in common facilities like elevators, electric rooms etc. and which has to be operated / used by the Purchaser and users of the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of premises to society, society shall set its own norms for use of common amenities in order to avoid damages due to misuse, injuries and casualties / calamities occurred and any damages of whatsoever nature caused to any person or property for that, the Promoter shall and will not be responsible.

(iv).In the event of the Society for the apartment/shop holder in the buildings which are under construction on the said Property as well as on adjacent amalgamated land being formed and registered before the sale and disposal of all the apartment/shops / units in the building/s which is to be constructed on the said Property and adjacent lands, all the power, authorities and rights of the buyers of the apartment/shops /units in such buildings, shall always be subject to the Promoter's over all right to dispose off unsold apartment/shops and allotment of exclusive right to use unallotted space/s, terrace/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Purchaser or any other apartment/shop holder in the building or ad-hoc committee or Societies and/or Apex Society as the case may be shall have no right to demand any amount from the Promoter herein as well as from the Promoter, in respect of the flat / shops / apartment/shops in the buildings, which are to be constructed on the said Property and adjacent lands which Promoter herein developing, towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

(v).The Promoter herein by spending huge amount has intended to make high quality external elevation for the buildings which are under construction on the said Property which Promoter herein is developing and to have the such external look forever, the Promoter herein specifically informed to the Purchaser herein that, any buyer of any apartment/shop in the building shall and will not be entitled to chisel/cut/break and or change any external walls,railings,balconies,ducts etc and / or have any additional openings in any manner for any purpose and further shall install cooling equipments if required at the places provided for the same inside various ducts only and any unit shall not be seen on external elevation. The Purchaser herein undertakes to abide this condition and if any owner or occupier of any apartment/shop in the building commits breach of this condition then, the Promoter as well as proposed society which is to be formed by the Promoter for the apartment/shop holders in the building which are under construction on said Property which Promoter herein is developing and its office bearers shall have absolute right and authority to close/rectify any such openings/changes if any and recover the cost incurred for the same with interest from such purchaser, owner of

the apartment/shop.

(vi) 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 Society or association or Company or towards the out goings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

(vii) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/shops or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment/shop hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.

33. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/shop 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/shop.

34. 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 30 (thirty) 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 30 (thirty) 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 15 (fifteen) 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.

35. 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 apartment/shop/plot/building, as the case may be.

36. RIGHT TO AMEND

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

37. 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 Allottees / successors of the Apartment/shop, in case of a transfer, as the said obligations go along with the Apartment/shop for all intents and purposes.

38. SEVERABILITY

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

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

Whenever in this agreement, it is stipulated that the purchaser has to make any payment in common with other purchasers in the project. The same shall be in proportion to the carpet area of the apartment/shop to the total carpet area of all the apartment/shops in the project.

40. 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.

41. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon 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, in 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 the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Vadodara, Gujarat, India.

42. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend any other such office and admit execution thereof.

43. 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 Allottee : _____

Address of Allottee : _____.

Notified Email ID : _____

Name of Promoter : Avkar Buildtech LLP

Represented by its authorised partners

1. Chirag D Bontra
2. Nishit M Patel

Address of Promoter : Sr.No.381, Block No.329, Beside Saptak Rosette, 30Mt
Canal Road, Bhaili TP-3, Vadodara -3914101.

Notified Email ID : sorrento.rosette@gmail.com

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.

44. JOINT ALLOTTEES

That 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 which shall for all intents and purposes to consider as properly served on all the Allottees.

45. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

46. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled 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.

47. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

48. Force Majeure Clause

Not with standing anything contained here in above, this agreement shall be governed by 'force majeure clause' and the jurisdiction shall be Vadodara, Gujarat.

Schedule B : Description of apartment/shop

Being non-agricultural land bearing Block No. 329 (Old Survey No. 381) admeasuring 0-89-03, T.P. No. 3, F.P. No. 5 admeasuring 6240 Sq. Mtrs. It's part/paiki northern side land admeasuring 3968.36 sq. mtr. & land bearing Block No. 330 paiki 1 (Old Survey No. 382 + 383) admeasuring 0-89-27, T.P. No. 3, F.P. No. 7 admeasuring 6250 Sq. Mtrs.situated at Village Moje Bhayli, Taluka & District Vadodara

The developers plan to constructed a residential and commercial project under the name and style "Sorrento Rosette". As per the approved layout from Vadodara Mahanagar Seva Sadan (VMC), residential flat /shops will be constructed in the project out of the said flat /shops, flat /shop no _____ more particularly described as under has been allotted to the allottee under the terms and conditions stipulated hereunder :

	Tower	Floor	Flat / shop No.	Built-up Area (Sq.mtr.)	Carpet area (Sq.mtr.)	Exclusive Balcony (Sq.mtr.)	Undivided land (Sq.mtr.)

Boundary of flat /shop no.

East :

West :

North :

South :

In witness whereof parties herein above named have set their respective hands and signed this agreement for sale at Vadodara in the presence of attesting witnesses.

Party of the First Part/ Promoters/Developers

Chirag Dayanand Bontra

As Authorised Signatory for Avkar Buildtech LLP

Nishit Mukeshbhai Patel

As Authorised Signatory for Avkar Buildtech LLP

Witness

Party of the Second part / Allottee.

Witness

(_____)

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