

DRAFT WITHOUT PREJUDICE

AGREEMENT FOR SALE

THIS AGREEMENT is made at Vadodara on this ____ day of _____ in the year Two Thousand and _____.

M/s. YUNAY INFRA LLP [PAN NO.: AACFY9432E], a Partnership Firm having its registered office at **Lilleria House, Meeraj Apartment, Natubhai Circle, Vadodara**, through its Partner **Mr. Vir Rajesh Patel [AADHAAR NO.: 9692 0655 9370]** **Mr. Bhaumik Bhanuprasad Patel [AADHAAR NO.: 7965 8348 6542]** hereinafter referred to as the “**Promoters**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her assigns), of the **ONE PART**

AND

1. _____; and
2. _____

an/both/all Indian inhabitant(s)/person(s) of Indian origin, having his/her/their common address at _____ and here in after referred to as the “**Purchaser(s)**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual, his/her/their respective heirs, executors and administrators, in case of Partnership Firm, its Partners, the survivors or survivor of them and he heirs, executors and administrators of the last survivor and in case of a Company/Body Corporate its successor in law and permitted assigned) of the **OTHER PART**

W H E R E A S:

- A. **M/s. YUNAY INFRA LLP [PAN NO.: AACFY9432E]**, (hereinafter referred to as the “**Owners**”) are the lawful owners of land **7823 sq. mtrs.** or thereabouts bearing at **Revenue Survey (RS) No.146, 147 & 148, City Survey No. 232/2/2 & 233/2, Final Plot No. 74 Paiki of proposed T.P. Scheme No. 32 (Vadsar-Vadodara)**, acquired through Sale Deed dated 29/August/2022 registered at Serial No.17041(hereinafter referred to as the “**Land**”) (more particularly described in **Schedule 1** hereunder) and are the absolute owners.

The necessary permission for Non-Agriculture (NA) use of the said land has been issued by the Collector, Non-Agriculture Department, Vadodara, vide NA Order No. N.A. / S.R. / 53 / 2006 - 2007, Land / D / Vashi / 615 / 2007, Dated: 26/03/2007.

- B. The Promoters have prepared plans of the Building and submitted the same to Vadodara Municipal Corporation (hereinafter referred to as the "VMC/VUDA") and other relevant bodies and authorities for being sanctioned;
- C. The Promoters propose to construct 4 (Four) multi-storeyed buildings (Tower/Wing A, B, C, D) on the above mentioned Land admeasuring 7823 sq. mtrs. on the above mentioned Land consisting of **Commercial Shops/Offices/ Showrooms/ on Ground Floor & 1st Floor in Tower 1 & 2 and Residential Flats on 1st Floor to 14th Floor with provision for Parking on Ground Floor below the 2 Towers and in Basements of Tower 1 & 2** The Scheme shall be named "**Lilleria Oakwoods**" situated at Vadsar, Vadodara, and as more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "Project"). As per plan, the Promoters have numbered **commercial floors as Ground Floor & 1st Floor in Tower 1 & 2 and residential floors as 1st Floor to 14th Floor**;
- D. For the aforesaid purpose the Promoters have appointed **Talib Patel Associates** as the architect for preparing the plans of the Building (hereinafter referred to as the "Architect") and have also appointed **HITESH H VORA (Structural Consultant)** as the structural engineer for preparing designs, drawings and specifications for the construction of the Building (hereinafter referred to as the "Structural Engineer");
- E. VMC/VUDA has sanctioned the plans of the Building submitted by the Promoters and issued a Rajachitthi bearing reference No. **VMC/09-06-2022/2141889/01/080093** The Promoters have complied with the terms and conditions of the Rajachitthi and are issued the Construction permission bearing reference No **VMC/09-06-2022/2141889/01/080093** (hereinafter referred to as the Construction Permission) and a Commencement Certificate bearing reference No. **VMC/09-06-2022/2141889/01/080093** for construction of the Building has been issued by VMC/VUDA for Commercial & Residential Scheme titled "**Lilleria Oakwoods**" (hereinafter referred to as the "Commencement Certificate"). Authenticated copies of the Rajachitthi, the Construction Permission

- F. An authenticated copy of the Title Certificate in respect of the nature of title to the Property, dated **12/09/2022** issued by **Advocate Pulin Harendra Banatvala** (here in after referred to as the "Certificate of Title");
- G. The Promoters have registered the Project under provisions of the Real Estate (Regulations and Development) Act, 2016 (Act) and rules made there under with Real Estate Regulatory Authority (RERA) at **Vadodara, Gujarat** having registration No. **_____**;
- H. On demand from the Purchaser(s), the Promoters have given to the Purchaser(s) inspection of all title documents relating to the Property including documents mentioned herein above, permissions given by concerned authorities and the plans, designs and specifications prepared by the Architect and the Structural Engineer and allot her relevant documents specified under the Real Estate (Regulation and Development) Act, 2016 and the rules made there under;
- I. The Purchaser(s) agree/s and confirm/s that the Promoters shall be entitled to raise finance/loan from any financial institution/bank by way of further mortgage/charge/securitization of the said Project and or receivables, if any, accruing or likely to accrue there from, subject to the said Flat/Shop(as defined herein below) being made free from any encumbrance at the time of execution of Conveyance/Sale Deed in favour of the Purchaser(s); and Sale Deed in favour of the society/association of members for common areas and/or undivided share of land etc.
- J. The Promoters have commenced the construction of the Building in accordance with the sanctioned plans. The Purchaser(s) has/have requested and the Promoters have agreed to allot **Flat/Shop bearing number _____ admeasuring on or about _____ sq. mtrs. of carpet area** as per RERA and on or about _____ **sq. mtrs. of built-up area** and on or about _____ **sq. mtrs. of wash area** and on or about _____ **sq. mtrs. of balcony** and on or about..... **sq. mtrs. of open terrace** on the**floor of Tower.....**and on or about **sq. mtrs. of undivided share of land**; as per sanctioned plans of the Building "**Lillieria Oakwoods**" (hereinafter referred to as the "Flat/Shop") along with the right to park car(s) in the car parking areas (more particularly described in Schedule 3 hereunder) at or for the consideration and subject to the terms and conditions set out hereinafter;
- K. The Purchaser(s) has/have prior to the execution of these presents paid to the Promoters a sum of **Rs...../- (Rupees only)**, towards part payment of the sale price of the Flat/Shop agreed to

be sold by the Promoters as an advance (the payment and receipt whereof the Promoters doth here by admit and acknowledge) and the Purchaser(s) has/have agreed to pay to the Promoters the balance of the sale price of the Flat/Shop in the manner here in after appearing;

- L. This Agreement is entered into subject to the terms and conditions here to before or after recited, documents referred to herein and the terms and conditions imposed by the concerned authorities and also subject to variations modifications as may be approved by the authorities/other public authorities from time to time;
- M. In the above circumstances, the parties hereto have agreed to execute this Agreement as hereinafter appearing.

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

1. The recitals contained above form an integral and operative part of this Agreement, as if the same were set out and incorporated herein seriatim. The Purchaser(s) hereby confirm/s that he/she/they has/have fully read and understood the foregoing recitals and has/have agreed that the Promoters shall be entitled to develop the Property. The Purchaser(s) also confirm/s, agree/s and declare/s that the consideration agreed to be paid by them under this Agreement, is in respect of the Flat/Shop, right to the car parking(s) in the car parking areas (more particularly described in Schedule 3 hereunder) and also in the common fixtures, fittings and certain amenities and he/she/they shall have no right or claim and/or will not make any claim on any other portion of the Property or any part thereof.
2. The Promoters have the sole and exclusive rights in all that piece and parcel of the said Land subject to road set-back area as mentioned herein above and more particularly described in the First Schedule hereunder; and shall construct "**Lilleria Oakwoods**" consisting of 4 (Four) multi-storeyed buildings (Tower/Wing A, B, C, D) on the above mentioned Land admeasuring 7823 sq. mtrs. consisting of **Commercial Shops/Offices/ Showrooms/ on Ground Floor & 1st Floor in Tower 1 & 2 and Residential Flats on 1st Floor to 14th Floor** with provision for Parking on Ground Floor below the 2 Towers and in Basements of Tower 1 & 2. The Scheme shall be named "**Lilleria Oakwoods**" situated at Vadsar, Vadodara, and more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "**Project**"), in accordance with the plans, designs and specifications sanctioned by

VMC/VUDA and other concerned authorities from time to time. As per plan, the Promoters have numbered **Commercial Shops/Offices/ Showrooms/ on Ground Floor & 1st Floor in Tower 1 & 2 and Residential Flats on 1st Floor to 14th Floor.** The Promoters shall obtain prior consent of the Purchaser(s) in respect of variations or modifications which may adversely affect the Flat/Shop of the Purchaser(s); except any alterations or additions pursuant to requirements of any Government authorities or due to change in applicable law.

3. The promoter/vendor hereby declares that the floor space index available as on date in respect of the project land is 28164.88 sq. Mtrs only and promoter/vendor has planned to utilize floor space index of 28164.88 sq mtrs by availing TDR/FSI available on payment of premium or FSI available as incentive FSI by implementing various schemes as mentioned in the development control regulations or based on expectation of increased FSI which may be available in future on modification to development control and regulations, which are applicable to the said project/scheme. The promoter has disclosed the Floor space index(FSI) of 14082.44 sq mtrs as proposed to be utilized by him on the project land in the said project and allottee has agreed to purchase the said shop/office based on the proposed construction and sale of shop/office carries out by the promoter by utilising the proposed FSI and on the understanding that the “declared” proposed FSI shall belong to the promoter only.

4. The Purchaser(s) hereby agree/s to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser(s), subject to the provisions of these presents, **Flat/Shop bearing number** admeasuring on or about **sq. mtrs. of carpet area** as per RERA and on or about **sq. mtrs. of built-up area** and on or about **sq. mtrs. of wash area** and on or about **sq. mtrs. of balcony** and on or about **sq. mtrs. of open terrace** on the**floor of Tower.....** and on or about **sq. mtrs. of undivided share of land**; as per sanctioned plans of the Building “**Lilleria Oakwods**” (hereinafter referred to as the “Flat”) alongwith right to park car(s) in the car parking areas (more particularly described in Schedule 3 hereunder) in the project together with the right to use, occupy, possess and enjoy common areas, amenities and facilities to be provided by the Promoters to the Purchaser(s)as more particularly described in the Fourth and Fifth Schedules here under written **TOGETHER WITH** the proportionate undivided share, right, title

and interest in the common areas, of the Building, amenities and facilities as intended to be used in common with the Promoters and/or the nominee/s /allottee /s /transferee/s of the Promoters (all of which are here in after collectively referred to as "**the Premises**") at or for total consideration amount of **Rs...../- (Rupeesonly)**(hereinafter referred to as the "**Total Consideration**"). The car parking number(s) shall be assigned and communicated by the Society/Association of the members (more particularly described in Schedule 3 hereunder).

5. The Purchaser(s) is/are aware that the Purchaser(s) is/are required to deduct tax at source (TDS) in accordance with the applicable rates as per the Income Tax Act, 1961. The Purchaser(s) shall pay the tax deducted to the government and deliver the relevant TDS certificate, challans, receipts and other relevant documents relating to each payment, to the Promoters as per the provisions of the Income-tax Act, 1961 and the rules made there under. Any delay in making the payment and/or taxes as aforesaid, the Purchaser(s) shall be liable to pay the interest and/or any penalty levied by the concerned authority/ies in respect thereof.
6. 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 the 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 forty-five days with annual interest at the rate of **State Bank of India highest Marginal Cost of Lending Rate plus 2 %**, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the 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 rate per square meter as agreed in Annexure (Schedule of Payment)of this Agreement.
7. The Purchaser(s) agree/s to pay to the Promoters the Total Consideration in the manner provided in Annexure hereto and all other amounts which become due or payable by the Purchaser(s) on the dates mentioned in the intimation letter/demand notice. The total consideration is escalation free; save and except escalations and/or increases, due to increase on account of development charges payable to the competent authorities and/or any other increase in charges which may be levied or imposed by the

competent authorities/ local bodies/ Government from time to time. The Promoters undertake and agree that while raising the demand on the Purchaser(s) for increase in development charges, costs, or levies imposed by competent authorities/ local bodies/ Government from time to time etc., the Promoters shall enclose the said notification/ order/ rule/regulation published/ issued in that behalf to that effect along with the demand letter raised on the Purchaser(s).

8. The Promoters may, in its sole discretion, may allow a rebate for early payments payable by the Purchaser(s) by discounting such early payments for the period for which the respective instalment has been prepaid on mutually agreed terms. The provision for allowing rebate and rate of such rebate shall not be subject to any revision/withdrawal once granted to the Purchaser(s).
9. The Purchaser(s) authorises the Developers to adjust/appropriate all payments made by him/her/it/them under any head(s) of the dues against lawful outstanding, if any, in his/her/its/their name as the Developers may in its sole discretion deem fit and the Purchaser(s) undertakes not to object/demand/direct the Developers to adjust its payments in any manner.
10. Time is essence for the Promoters as well as the Purchaser(s). The Promoters shall abide by the time schedule for completing the project and handing over the Flat/Shop to the Purchaser(s) and the common areas to the association of the Purchaser(s) after receiving the occupation certificate. Similarly, the Purchaser(s) shall make timely payments of the instalment and other dues payable by him/her/them and fulfil other obligations under this Agreement.

If the Purchaser(s) intend/s to get certain extra work/changes done, the same would be considered only if found feasible in all respect by the Promoters. The Promoters reserve the right to accept or refuse the same. If found feasible/acceptable, the Purchaser(s) will have to submit the requisition for the same in writing & well in advance. No request for extra work/changes will be entertained thereafter on piecemeal basis. Payment for extra work/changes, as per price/cost determined by the Promoters (including extra labour charges etc.) will have to be made in advance. Deduction(s)/ Adjustment(s) in the cost, if any, will be determined by the Promoters on 'Cost-to-the-Promoters basis', and the same will be settled/adjusted at the time of final payment of the Flat/Shop.

11. Without prejudice to the other rights of the Promoters under this Agreement and/or in law, the Purchaser(s) shall be liable to pay to the Promoters an interest @ State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum on all amounts due and payable by the Purchaser(s) under this Agreement, if such amounts remain unpaid after becoming due and payable. The right of the Promoters to receive interest as aforesaid shall not entitle the Purchaser(s) to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoters of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Purchaser(s).
12. Without prejudice to the right of Promoters to charge interest upon the Purchaser(s) committing default in payment on due date of any amount due and payable by him/her/them (including proportionate share of taxes levied by concerned local authority and other outgoings) and upon the Purchaser(s) committing three defaults of payment of instalments, the Promoters shall at its own discretion, may terminate this Agreement; provided that the Promoters shall give notice of fifteen days in writing to the Purchaser(s) by Registered Post AD or by e-mail at address provided by him/her/them, of the Promoters' 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 Purchaser(s) fail to rectify the breach or breaches mentioned therein within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as afore said, Promoters shall refund to Purchaser(s) amount paid by him/her/them without any interest (subject to adjustment and recovery of Earnest money deposit, brokerage paid and taxes or any other amounts paid as liquidated damages) within a period of thirty days of the termination of this Agreement. Termination/Cancellation Charges (if any), will have to be additionally borne by the Purchaser(s). Upon termination the Promoters shall be free to allot the said Flat/Shop to any person(s) of their choice and the Purchaser(s) shall have no objection thereto. On cancellation/termination, the Purchaser(s) shall have no claim of any nature whatsoever against the Promoters except in respect of the balance amount payable, if any.

In case the Purchaser(s) wish(es) to cancel the allotment of the Flat/Shop for any other reason whatsoever, Cancellation Charges of Rs.50,000/- (Rupees Fifty Thousand Only) will be charged / forfeited by the

Promoters. Thereafter, the balance of payments received until then from the Purchaser(s) and/or financier/bank will be refunded back without interest after the Flat/Shop is re-booked/sold, and payments received. GST paid/payable will not be refunded by the Promoters.

In case the Purchaser(s) wish(es) to sell-off the Flat/Shop to third person(s) before the Sale Deed is executed in his/her/their favour, he/she/they may do so provided no payment/s are due/overdue for payment to the Promoters. Besides, in such a case, admin charge of Rs.2,00,000/- (Rupees Two Lac Only) will be payable to the Promoters.

13. The Promoters shall offer possession of the said Flat/Shop to the Purchaser(s) within 60 days from receipt of occupation certificate from competent authority; PROVIDED THAT all the amounts due and payable by the Purchaser(s) under this Agreement are paid to the Promoters. The Promoters shall inform the Purchaser(s) by written notice that the Premises are ready for use and occupation and the Purchaser(s) shall take possession of the Flat/Shop within 15 days from the date of such intimation and shall execute necessary indemnities, declarations, undertakings and such other documents as may be informed by the Promoters. In case the Purchaser(s) fails to take possession of the Flat/Shop within 15 days from the date of written notice, the Purchaser(s) shall be liable to bear and pay all premia, taxes and charges for electricity and other services and the outgoings including but not limited to maintenance charges payable in respect of the Flat/Shop from the date of receipt of occupation certificate.
14. Within a period of five years from the date of handing over the possession of the said Premises to the Flat/Shop Purchaser(s), the Purchaser(s) or the Society/Association as the case may be brings to the notice of the Promoters any structural defect or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Purchaser(s) shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

PROVIDED FURTHER THAT, the Promoters shall not be held liable or responsible in the event any damage or defect is caused to the Building or any part thereof on account of the changes, alterations or additions(internal-external) made by the Flat/Shop Purchaser(s)/occupant(s) in the Premises.

Like-wise, Core cutting and/or drilling of holes etc. in the slab(s)/beam(s)/column(s) are strictly prohibited – else it may cause damage to the structure & its strength – for which the Vendor will not be responsible in any manner whatsoever. The Promoters will not be responsible for damages caused, if any, on account of natural calamities, unforeseen events/circumstances/disruptions, mob/public unrest & disturbances, weather/chemical effect/s etc.

15. The possession of the Premises shall be delivered by the Promoters to the Purchaser(s) by **31/December/2027**. The Promoters shall be entitled to a reasonable extension of time if they are unable to deliver the possession of the Premises by the aforesaid date, if the completion of the project is delayed, by reason of war, civil commotion or any act of God or if any notice, order, rule or notification of the government and/or any other public or competent authority or Court or for irregular/repeated delays/non-payments of stage-wise payments by the Purchaser(s) or for any other reasons beyond the control of the Promoters. If, for any reason, the Promoters are unable or fail to give possession of the Premises to the Purchaser(s) within the time period specified herein above, or within any further time period, and not on account of reasons mentioned herein above, then in such case, (i) the Purchaser(s), who intends to withdraw from the Project, shall be entitled to give notice to the Promoters terminating the Agreement, in which event, the Promoters shall after the receipt of such notice, refund to the Purchaser(s) within 30 days of notice, the amounts that may have been received by the Promoters from the Purchaser(s) as and by way of instalments of part-payment in respect of the Flat/Shop, as well as interest @ State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum from the date of receipt till repayment of such amounts. In this event neither party shall have any other claim against the other in respect of the Flat/Shop or arising out of this Agreement and the Promoters shall be at liberty to sell and dispose the said Flat/Shop to any other person(s) at such price and upon such terms and conditions as the Promoters may deem fit; and(ii) the Purchaser(s), who do not intend to withdraw from the Project, shall be entitled to interest @ State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum on the amounts paid by the Purchaser(s) every month of delay till handing over the Possession.
16. In the case of residential Flats, the Purchaser(s) shall not use the premises for any purpose other than residence and shall not use the Flat for guest house or any commercial activities, as the case may be, without prior written permission of the Promoters/ co-operative society/limited company, as the case may be, and of the local authorities. The Purchaser(s)

shall also not use the Car Parking(s) allotted to him/her/they for any other purpose other than for parking vehicle(s).

In case of commercial space (shops/offices), the Purchaser(s) will not use the same for manufacturing and/or processing activity(ies), and will not use/store any hazardous materials. The usage will be restricted to trading and/or administrative purpose only. The commercial Purchaser(s) / Customer(s) will have no right over the common space/amenities/parking etc. of the residential portion of the Project. The parking in front of the shops/offices will remain common for the shop/office owners & their clients.

The Purchaser(s) will not use the Flat/Shop/premises or any part thereof, nor permit the same to be used for any illegal, immoral or improper purposes nor for purposes prohibited by any statute, law or notification, rules and regulations made by the government or local authority or in any manner which may cause damage to the said premises or any part thereof or to the adjoining property/premise(s), or may affect prejudicially the interests in large.

Without the consent of the Promoters, the Purchaser(s)/Lessor(s) and/or the Lessee(s) will NOT open any Restaurant and/or any Eatery Shop wherein cooking is involved. In case the consent is granted, the Purchaser(s)/Lessor(s) and/or the Lessee(s) will seek the requisite permissions, NOCs & Insurance etc. from the authorities concerned. Besides, the Purchaser(s)/Lessor(s) and/or the Lessee(s) will provide for the required exhaust system/outlet/pipe etc. in a way that it does not hamper the ambience & elevation of the building and also does not affect the other units of the building in any manner whatsoever.

In case the Purchaser(s) wish(es) to give his/her/their Flat/Shop on lease, the Purchaser(s) can do so on lawful terms and will have to submit a copy of lease agreement to the Members of the Society/ Association.

17. Within 15 days after notice in writing is given by the Promoters to the Purchaser(s) that the Flat/Shop is ready for use and occupancy, the Purchaser(s) shall be liable to bear and pay in advance prior to taking possession of their respective Flat/Shop to the Promoters until the assignment of the Land is executed in favour of a co-operative society or a limited company as mentioned herein and thereafter to the co-operative society or the limited company, as the case may be, the proportionate share that may be decided by the Promoters or the co-operative society or the limited company, as the case may be, towards (a) all municipal and

other taxes or betterment charges that may from time to time be levied in respect of the Land and/or Building including water taxes and water charges; and (b) outgoings for the maintenance and management of the estate, and the amenities, common lights and other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts and all other expenses necessary and incidental to the management and maintenance of the Project Land and the Building along with service tax and any other taxes/levies as applicable.

18. The Purchaser(s) shall also pay proportionate charges towards Stamp Duty and Registration Charges for transferring the title by way of Deed of Assignment in favour of a co-operative society or a limited company as mentioned herein. The abovementioned sums/amounts shall not carry interest and will remain with the Promoters and the account thereof will be maintained until the assignment of the Land is executed in favour of a cooperative society or a limited company as mentioned herein and on such assignment being executed, the aforesaid deposits (less deductions, if any) shall be paid over to the co-operative society or the limited company, as the case may be. It is hereby clarified and agreed by the Purchaser(s) that in case of any subsequent increase in amounts mentioned in this Clause, the Purchaser(s) shall be liable to pay the excess amount forthwith upon receiving notice in respect thereof in the manner specified therein. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser(s) as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative Society or association or Company or towards the afore said outgoings and shall utilize the amounts only for the purposes for which they have been received.
19. The Purchaser(s) / Resident(s) / Occupant(s) shall not be entitled to change the elevations of the Premises and shall not be allowed to do any structural changes or to put grills/shutters (or the like) on the outer side of the Building and shall maintain the same in the same form as the Promoters have constructed and not at any time alter the elevations in any manner whatsoever without prior consent in writing from the Promoters/Society/limited company; as the case may be.
20. The fixtures, fittings and amenities to be provided in the Premises and the materials to be used in the construction of the Building and the specification of the Building are those as set out in the Third Schedule here under written and the Purchaser(s) has satisfied

himself/herself/themselves about the design of the Premises and also about the specifications and amenities to be provided therein.

21. The Purchaser(s) shall have no claim whatsoever over the Building, except in respect of the Flat/Shop hereby agreed to be acquired. It is hereby expressly and specifically agreed by the parties herein that all other open spaces, staircases, lobbies, un-allotted Flats/Shops and other spaces, terrace, garden etc. shall remain the property of the Promoters till the time it is transferred to other allottees or to the co-operative society or limited company, as the case may be.

Maintenance charge/fund for unsold Flats/Shops, if any, will be deposited in the Bank A/C of the Society/Association by the Promoters when the Flats/Shops are sold. In these cases, additional maintenance charge/s (if any decided by the Society/Association) will be payable by the purchaser/s from the date the Flats/Shops are sold.

22. The Promoters hereby represent and warrant to the Purchaser(s) as follows:
- (i) The Promoters have absolute rights in respect of the project land and the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
 - (ii) The Promoters have 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/this Agreement;
 - (iv) There are no litigations pending before any Court of law with respect to the project land or Project;
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building 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 shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance

with all applicable laws in relation to the Project, project land, Building and common areas;

- (vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) created herein, may prejudicially be affected;
 - (vii) The Promoters have 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 Flat/Shop which will, in any manner, affect the rights of Purchaser(s) under this Agreement;
 - (viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Flat/Shop to the Purchaser(s) in the manner contemplated in this Agreement;
 - (ix) The Promoters have duly paid and shall continue to pay and discharge till the date of receipt of occupation certificate, all 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;
 - (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 Promoters in respect of the Project Land and/or the Project;
 - (xi) Various amounts which are to be paid for the commencement for the construction of the Building have been duly paid to the concerned authorities including without limitation stamp duty and registration charges etc. as are for the time being in force;
23. The Purchaser(s) for himself/ herself/ themselves and his/ her/ their nominee(s), heirs, executors, administrators and assigns and to the intent that the covenants herein contained shall be binding upon all the persons in whose hands the Premises shall come, hereby covenant/s as follows:-
- a. TO MAINTAIN the Premises at his/her/their cost in a good and tenantable repair condition from the date of possession and shall not

do or suffer to be done anything in or to the Premises, and/or common passage, or the compound which may be against the rules or bye-laws of the VMC/VUDA or any other authority;

- b. TO CONTRIBUTE proportionately within 15 days of demand by the Promoters, along with the other occupants, towards the costs and expenses of maintenance, repairs and periodic external painting of the Building;
- c. TO PERMIT the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building or any part thereof to view and examine the state and condition of the Building and common areas;
- d. NOT TO DO or permit to be done in or upon the Premises or any portion of the Building, or any act, deed or thing which shall cause nuisance, annoyance, disturbance, danger or inconvenience to the other occupants/allottees of other premises of the Building;
- e. NOT TO AFFIX any sign boards, neon lights or advertisements either on the terrace or on the exterior of the Building or on the compound wall or otherwise in and or upon the Land and not to fix any grills outside the Premises;
- f. TO MAINTAIN the Premises at his/her/their own cost in good tenantable repair and condition from the date of taking possession thereof and not to do or suffer to be done anything in or upon the Premises and the Building, its staircase or any passage which may be against the rules and regulations of the concerned local or any other authority or which may change/alter or make additions in or to the Premises or any part thereof;
- g. NOT TO STORE in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building or storing of which goods is objected to by the concerned local or other authority, and not to carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the Building, including entrances of the Building; and in case any damage is caused on account of negligence or default of the Purchaser(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach and for rectifying such damage and

restoring the damaged portion to its original condition and to keep the Promoters, occupants/allottees of the premises of the Building indemnified from and against any loss, damage or liability that may be caused or occur by aforementioned acts or negligence in respect thereof;

- h. TO CARRY OUT, at his/her/their own cost, all internal repairs to the Premises and maintain the same in the same condition, state and order in which it was delivered by the Promoters to the Purchaser(s) and shall not do or suffer to be done anything in or to the Building or in respect of the Premises, which may be in contravention of the rules and regulations of the concerned local authority or any other public authority. In the event of the Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) shall be solely responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- i. NOT TO DEMOLISH or cause to be demolished the Premises or any part thereof, nor at any time to make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building, in which the Premises is situated and to keep the portion, sewers, drains, pipes in the Premises and appurtenances thereof in good tenantable condition, so as to support, shelter and protect the other part of the Building in which the Flat/Shop is situated and shall not in any manner damage the columns, beams, walls, slabs or RCC or other structural parts in the Flat without prior written permission of the Promoters /VMC/VUDA and other bodies and authorities as the case may be;
- j. NOT TO DO or permit to be done any act or thing which may render void or voidable any insurance of the Land and the Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance, or which is likely to cause nuisance or annoyance to other users and occupiers of the other premises in the Building;
- k. NOT TO THROW dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or in any portion of the Land and the Building;
- l. NOT TO KEEP anything in the common passage, staircases, terraces, walls or any other common place and not to hang any sign boards,

hoardings, name boards etc. in passage or inner or outer wall of the Building;

- m. NOT TO DEMAND, at any time, partition by metes and bounds of Purchaser(s) interest in the Premises and/or the Building, it being an express and specific intention of the parties hereto that the interest of the occupants in the Premises and in the Building shall always be impartible;
- n. NOT TO USE the refuge area provided in the Building for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the Building;
- o. NOT TO DO any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove;
- p. TO STRICTLY comply with the bye-laws, rules and regulations of the Society and applicable law and SHALL OBSERVE and perform and abide by all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises and common area and shall pay and contribute regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the bye-laws, rules and regulations of the Society; and
- q. NOT TO OBJECT AND CONSENT for any variations in colour, size and design etc. of the tiles, marble, granite, stones or any other construction material provided in the premises during repairs/replacement which are beyond control of the Promoters.

NOT TO OBJECT to the rights of the Promoters to decide the construction cycle of the Project, i.e. which block/building/tower/Flat/Shop it should construct first/later, as it may not necessarily be possible/feasible to construct all concurrently.

TO VISIT/CHECK the construction of the Project/Tower/Flat/Shop& common area/amenities periodically at every stage. Feedback, if any, should be brought to the notice immediately before the stage/work is completed. Thereafter, no feedback will be entertained or considered.

24. The Purchaser(s) shall indemnify and hold safe, harmless and indemnified the Promoters and the other occupants of the Building of from and against a breach of the aforesaid covenants by the Purchaser(s).
25. The Purchaser(s) shall not be entitled to let, sublet, sell, transfer, assign, mortgage, charge or in any manner encumber or deal with or dispose or part with his/her/their interest under this Agreement or benefit of this Agreement or part with possession of the Premises until all the dues and other deposit payable by him/her/them to the Promoters under this Agreement are fully paid up and that too only if the Purchaser(s) has not been guilty of breach of or non-observance of any of the terms and/or conditions of this Agreement and until he/she/they obtain the prior written consent of the Promoters.
26. The Promoters shall make application for formation of an association of Purchaser(s) or Co-operative society or the Company, as the case may be, under the applicable law within a period of three months of the majority of Purchaser(s) having booked their Flat(s)/Shop(s) in the project. The Purchaser(s) shall join in the forming and registering the Society or the limited Company or association, as the case may be, to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute application for registration and or membership and other papers and documents necessary for the registration of the Society or the limited Company or association, as the case may be. The Purchaser(s) shall observe and perform and abide by all the bye-laws and/or rules and regulations which the proposed co-operative society or a limited company formed/incorporated by purchasers of the Flats/Shops in the Building, at the time of registration/incorporation may adopt and all the provisions of the Memorandum and Articles of Association of the limited company when incorporated and the additions, alterations or amendments thereof, for protection and maintenance of the Building and the premises there in and/or in the compound and for the observance and carrying out the building rules and regulations and bye-laws for the time being of the VMC/VUDA and other public bodies. The Purchaser(s) and the permitted persons to whom the Premises are let, sub-let, transferred, assigned or given possession, shall observe and perform and abide by all the stipulations and conditions laid down by such co-operative society or limited company, as the case may be, regarding the occupation and use of the Building and the premises therein and shall pay and contribute regularly and punctually towards the premium, taxes and/or expenses and other outgoings in accordance with the terms of this Agreement.

27. The Purchaser(s) hereby agree/s and undertake/s to become a member of the co-operative society or limited company to be formed in the manner herein appearing and also from time to time to sign and execute all applications for the registration and for membership and other papers and documents necessary for the formation and the registration of the cooperative society or limited company and for becoming a member, including the bye-laws of the proposed co-operative society and duly fill in and sign the same within 7 (seven) days of the same being intimated by the Promoters to the Purchaser(s). No objection shall be raised by the Purchaser(s) if any changes or modifications are made in the draft by elaws 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. The Purchaser(s) shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interest of the Promoters and of the other Purchaser(s) of the other Flats/Shops in the Building.
28. The Purchaser (s) hereby covenants that as member of the proposed cooperative society, he shall ensure that the proposed society shall preserve and maintain the documents/ plans received from the Owners/ Promoters/Architect and subsequently carry out necessary repairs/ structural audit/fire audit at regular interval and also present periodical structural audit reports and repair history, to check and to carry out fire safety audit from time to time as per requirement of the VMC/VUDA, through an authorised agency of VMC/VUDA.
29. The Purchaser(s) hereby covenant/s that from the date of possession, he/she/they shall keep the Premises, the walls and partition walls, sewers, drains, pipes and appurtenances thereto belongings in good tenantable repairs and conditions and shall abide by all the bye-laws, rules and regulations of the government, VMC/VUDA and other authorities and local bodies and shall attend to, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.

On formation of the Society/Association of Members and completion/possession of the Project, the Promoters will handover/deposit the Maintenance Fund (received from purchaser/s of Flats/Shops sold) in the Bank A/C opened in the name of the Society/Association. Onus of maintenance of the Project would be of the Society/ Association. Additional maintenance charge/s, if any decided by the Society/Association on its formation or any time in future, as may be deemed fit (recurring or non-recurring in nature), will be payable by all

the Purchaser(s)/members of the Society/Association irrespective of (a) whether the Flat/Shop is self-occupied or tenant-occupied or is vacant for whatsoever reason; (b) the floor his/her/their Flat/Shop is located on; and (c) whether, or not, the common amenities/facilities/etc. are utilized (partly/fully/whatever). The Society/ Association will have the rights to charge interest/penalty on the late payments of maintenance which will have to be paid by the Flat/Shop owners.

If the Purchaser(s) desire(s) to carry out furniture, fixture, renovation, interior work etc. in his/her/their respective Flat/Shop, he/she/they will be able to do so ONLY after (a) Conveyance/Sale Deed is executed in his/her/their favour; (b) actual/physical possession of the Flat/Shop is handed over through exchange of Possession & Acceptance/Satisfaction Letters; and (c) MGVCL allots electricity connection/meter to the respective Flat/Shop.

Before commencing furniture, fixture, renovation, interior work etc., the Purchaser(s) will require to give a deposit of Rs.25,000/- (Rupees Twenty Five Thousand Only) to the Promoters or the Society/Association of Members. The deposit amount is subject to change from time to time. The deposit will be held for a period till the said work is completed in all respect. In case of any damage caused by the vendors or the skilled/unskilled workers or labourers etc. during the work period/process, the Purchaser(s) will have to bear the responsibility for the same and make good for the damages. The cost of rectifying the damage (material/labour/etc.) will be deducted/ adjusted from the deposit, and the balance thereafter would be refunded (without interest). In case the cost of damage exceeds the deposit amount, the Purchaser(s) will have to bear/pay the same separately (over and above the deposit).

It will be the responsibility of the purchaser/s to ensure & guarantee that while shifting household kit or while carrying out repair/renovation in his/her/their Flats/Shops; no labourers /vendors/agencies whose services have been engaged will under any circumstances use the Lifts for carrying household kit or any type of goods/materials/etc.

30. The stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser(s).
31. In addition to the consideration and other amounts as mentioned herein ,the Purchaser(s) shall also be liable to pay the following amounts as and when demanded without raising any objection/query or otherwise:

- a. All taxes, levies, cesses, duties (whether applicable/payable now or become applicable/payable in future) including but not limited to Goods and Service Tax (GST) or any other direct/indirect taxes/levies that may be imposed as applicable; and
 - b. All cost, charges, expenses, including but not limited to stamp duty, registration charges, premia, and or incidental charges in connection with the documents to be executed for sale of the said Flat/Shop including on the booking form, this letter and the said Agreement.
32. All notices to be served on the Flat/Shop Purchaser(s) as contemplated in this Agreement shall be deemed to have been duly served if sent to the Flat/Shop Purchaser(s) by Registered Post A.D./Prepaid post under certificate of posting/hand delivery/email/courier at his/her/their common address mentioned hereinabove and intimated to the Promoters from time to time.
- 33. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat/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 Flat/Shop.**
34. The Purchaser(s) hereby gives his/her/their express and specific consent to the Promoters to raise any loan against the Land and the Building under construction and to mortgage the same and/or create a charge thereon with any bank or banks or any other party. This consent is on the express understanding that any such loan and the liability thereof shall be cleared by the Promoters only at their expenses, and subject to the said shop/office (as defined herein below) being made free from any encumbrance at the time of execution of Sale Deed in favour of the Purchaser(s) and/or execution of sale deed in favour of the society/association of members for common areas and/or undivided share of land etc.
35. The Promoters will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/ hoarding etc. of the Promoters and/or its affiliates (hereinafter referred as the “displays”) with various devices (including electronic, laser and neon signs) in one or more places in the Building therein including, on open space/s, the terraces of the Building and/or any parts of the Building if it so desires at its own

costs and expenses. The Promoters and/or affiliates will not be liable to make any payment of any nature to Purchaser(s) and/or the occupant/s of the other Flats/Shops in the Building and/or the co-operative society or limited company in respect of the displays.

36. The Purchaser(s) hereby declare/s that (a) he/she/they/it has gone through this Agreement and all the documents related to the Property; (b) has/have expressly understood the contents, terms and conditions of the same; and (c) the Promoters have entered into this Agreement with the Purchaser(s) relying solely on the Purchaser(s) agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser to be observed, performed and fulfilled and complied with. Therefore, the Purchaser(s) hereby agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Promoters and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).
37. The terms and conditions of this Agreement shall be binding on all transferee(s)/ assignee(s), from time to time, of the Premises, whom the Purchaser(s) may sell, transfer/ assign the Premises and shall be enforceable against all such transferee(s).
38. Any delay or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser(s) shall not be construed as a waiver on the part of the Promoters for any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser(s) nor shall the same in any manner prejudice the rights of the Promoters.
39. Nothing contained in this Agreement is intended to be nor shall be construed as grant, demise or assignment of the Flat/Shop and building or any part thereof. The Purchaser(s) shall have no claim, save and except in respect of the Flat/Shop hereby agreed to be sold to him/her/them/it and it is clarified that the other common facilities, if any, made available on the said Property shall not be available to the Purchaser(s) and the

Purchaser(s) shall not claim any right to use the same until the Project Land is assigned to the Society or limited company as the case may be.

40. Forwarding this Agreement to the Purchaser(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser(s) until, firstly, the Purchaser(s) 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 Purchaser(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith shall be returned to the Purchaser(s) (subject to deduction of various amounts stated hereinabove) without any interest or compensation whatsoever.
41. This Agreement, along with its schedules and annexure/s, constitutes the entire Agreement between the Parties with respect to the subject matter here of 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 Flat/Shop.
42. This Agreement may only be amended through written consent of the Parties.
43. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
44. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably within 45 days of such dispute, shall be

referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules made there under.

45. 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 Vadodara shall have an exclusive jurisdiction for this Agreement.
46. It is understood between the parties that images, pictures, colours, furniture shown/ contained in marketing material, if any, are indicative only and shall not be included as part of the said Flat/Shop. No right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or Purchaser/s from or by virtue of brochure, etc. The Promoters shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered / incurred and/or likely to be suffered and/or incurred by any person and/or Purchaser/s. No person or Purchaser/s shall have any right or be entitled to claim or enforce any right based on marketing material, advertisement, brochure, etc.

THE FIRST SCHEDULE ABOVE REFERRED TO THE LAND

All that piece or parcel of leasehold land admeasuring **7823 sq. mtrs.** or thereabouts bearing **Revenue Survey (RS) No.146, 147 & 148, City Survey No. 232/2/2 & 233/2, Final Plot No. 74 Paiki of proposed T.P. Scheme No. 32 (Vadsar-Vadodara)**, acquired through Sale Deed dated 29/August/2022 registered at Serial No.17041 assessed by the Assessor and Collector of Municipal Rates and Taxes

On or towards the East	9.00 Mts Wide Road & Garden
On or towards the West	24.00 Mts Wide Road
On or towards the North	9.00 Mts Wide Road
On or towards the South	Billabong School

THE SECOND SCHEDULE ABOVE REFERRED TO THE BUILDING

“Lilleria Oakwoods” comprising of 4 (Four) multi-storeyed buildings (Tower/Wing A, B, C, D) on the above mentioned Land admeasuring **7823 sq. mtrs.** on the above mentioned Land consisting of **Commercial Shops/Offices/ Showrooms/ on Ground Floor & 1st Floor in Tower 1 & 2 and Residential Flats on 1st Floor to 14th Floor** with provision for Parking on Ground Floor below the 2 Towers and in Basements of Tower 1 & 2 The Scheme shall be named **“Lilleria Oakwoods”** situated at Vadsar, Vadodara

THIRD SCHEDULE ABOVE REFERRED TO DETAILS OF FLAT/SHOP

Flat bearing number admeasuring on or about sq. mtrs. of carpet area as per RERA and on or about sq. mtrs. of built-up area and on or about sq. mtrs. of wash area and on or about sq. mtrs. of balcony and on or about sq. mtrs. of open terrace on the floor of Tower..... and on or about sq. mtrs. of undivided share of land; as per sanctioned plans of the Building “Lilleria Oakwoods” along with right to park car(s) in the car parking areas (as specified below). The Flat/Shop is bounded as under:

On or towards the East	
On or towards the West	
On or towards the North	
On or towards the South	

Parking facility/space for the Flats will be provided in the Project below the tower(s) and/or in the basements and/or at the ground level in the extra common space (excluding internal roads, walking tracks & space/lobbies between towers & club house/etc.). Flat-wise allotment of the same will be done by the Society/Association of Members with mutual understanding & convenience or by way of draw-allotment, as may be deemed fit by the Society/Association. It is not necessary/feasible that all the members/Flat would get identical & even parking space, and of his/her/their choice & location. The effort will, however, be to provide the best possible parking design/layout within the space & resource available in the campus so to accommodate vehicles with comfort to the extent possible. If required & practically feasible, parking shade/s will be erected in the extra common space (excluding internal roads, walking tracks & space/lobbies between towers & club house/etc.). Vehicles of guests may be allowed in the campus only if separate space for guest parking is feasible & earmarked for the purpose.

THE FOURTH SCHEDULE ABOVE REFERRED TO LIST OF AMENITIES (Kitchen etc. applicable for residential units only)

- R.C.C. Structure with Seismic Design
- Section powder coated aluminium sliding windows (other than bathrooms)
- Vitrified flooring in all rooms
- Granite Kitchen Platform with S.S. Sink

- Quality CP fittings and Sanitary Ware
- Quality electric switches from reputed brand
- Concealed Copper Wiring
- Electric Wiring and switches with adequate electric Points

The Promoters will construct the Flat/Shop with standard specifications and workmanship, as committed at the time of booking. In the event of paucity or non-availability of any materials/items/fittings/articles, the Promoters reserve the right to use alternates available of similar quality.

THE FIFTH SCHEDULE ABOVE REFERRED TO LIST OF COMMON AREA FACILITIES(Club House etc. applicable/restricted for residential units only)

- Club House
- Elevators
- Power Back-up Generator for Passenger lift/s and common area lighting
- Fire Fighting System
- Overhead Water Tanks
- Common Toilet
- Meter Cabinets

The Promoters will construct/develop the common area & facilities/amenities with standard specifications and workmanship, as committed at the time of booking. In the event of paucity or non-availability of any materials/items/fittings/articles, the Promoters reserve the right to use alternates available of similar quality.

Post-completion & installation of common amenities/equipments/etc. in the project/towers, maintenance of the same will be borne from the common maintenance fund notwithstanding whether, or not, possession of the same has/have been taken over by the Members/Society/ Association. Needless to mention that warranties of common amenities/equipments/etc., if available from the respective vendors, will be effective from the date of installations.

In case drainage system and/or water connection of local Development Authority is/are likely to take some time beyond completion of the Scheme; the Vendor will arrange to provide underground sewage system and bore well, as may be required. In such an event, the Vendor cannot guarantee quality of ground water or guarantee against contamination (if any)

&longevity. Maintenance & repairs of the same will be the onus of the Members/Society/ Association.

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

SIGNED SEALED AND DELIVERED)

By the with in named **Promoters)**

.....
By the hand of its **Partner)**
(Mr. Vir Rajesh Patel)

In the presence of

1)

2)

SIGNED SEALED AND DELIVERED

By the with in named **Purchaser(s)**

In the presence of

1)

2)

ANNEXURE

Schedule of Payment as per stage-wise completion of work

	<i>The amount to be paid at particulars shall not be above the below given percentage.</i>	
	<i>Stage of payment</i>	<i>% of Basic Cost</i>
(1)	At the time of Booking	10%
(2)	At the time of Basement level Completion	30%
(3)	At the time of plinth completion	45%
(4)	At the time of R.C.C work completion	70%
(5)	At the time of completion of masonry work	75%
(6)	Internal Plaster, Stairs, lift wall, floor, lobby etc completion	80%
(7)	Outside wall plaster completion	85%
(8)	Flooring, plumbing, sanitary fittings, lift water pump, electric fittingsetc Completion	95%
(9)	At the time of possession before sale	100%
(10)	GST is payable along with basic cost at each stage mentioned above. Maintenance, Development, MGVCL, Stamp Duty, Registration Fee, Adv/Legal Fee and Stationery / Photocopying / Misc. expenses are payable as and when required on demand on completion / before Sale Deed / before possession.	

- 1 above (10% or as mutually agreed upon) is payable at the time of booking. 2 above (30% or as mutually agreed upon) is payable within 15 days from the date of booking. Further payments (3 to 10 above) are payable within 07 days from the date the demand is raised on completion of stage-wise work.
- Failing to honour the above payments within 15 days from the date of demand (verbal/written communication), the unpaid amount will be treated as overdue, and interest @ "State Bank of India Highest Marginal Cost of Lending Rate (subject to change from time to time) plus 2 percent" per annum will be payable thereon till the date the same is paid with interest.
- In case of irregular / repeated delays / non-payments, the Promoters reserve the right to cancel the booking/allotment & forfeit up to 10% of the basic cost of the Flat/Shop. Thereafter, the balance of payments

received until then from the Purchaser(s) and/or financier/bank will be refunded back without interest after the Flat/Shop is re-booked/sold, and payments thereof received (new booking). GST paid/payable will not be refunded by the Promoters. The Agreement to Sale and/or Construction Agreement (as the case may be) would resultantly be terminated/cancelled by the Promoters. Charges for termination/cancellation of Agreement/s, if any, will also have to be borne by the Purchaser(s).

All taxes including Goods and Service Tax (GST) or any other statutory taxes/levies that may be imposed as applicable shall be paid by the Purchaser(s). It is expressly understood that the consideration mentioned herein do not include any taxes. Any other incidental or consequential charges, if any, shall be charged extra.

Price of the Flat/Shop may not necessarily be same / at par with that of other Flat(s)/Shop(s) of the project. It would vary depending upon market conditions and various other factors/ considerations. The Promoters reserve the right to fix/ determine the price, which may vary from Flat/Shop to Flat/Shop.

The Purchaser(s) will have to adhere to the payment schedules, irrespective of whether, or not, the Project is running on schedule (+/-), as payment schedules & demand thereof are linked to stage-wise completion of work.

Basic Cost of the Flat/Shop, as agreed upon, is payable along with GST at each stage, as applicable. Maintenance, Development, MGVCL, Stamp Duty, Registration Fee, Legal Fee and Stationery / Photocopying / Misc. expenses are payable as and when required on demand on completion / before Sale Deed.

The Purchaser(s) will also have to tender Project Protection / Security Deposit of Rs.25,000/- (Rupees Twenty Five Thousand Only) by way of an undated cheque as security against violation of guidelines for fit-outs / exterior work / etc. The deposit will be held by the Vendor till the Scheme is completed. In case of any violation and/or any damage caused, the cost of rectifying/amending the same will be deducted/adjusted from the deposit, and the balance thereafter would be refunded (without interest). In case the cost exceeds the deposit amount, the Purchaser(s) will have to bear/pay the same separately (over and above the deposit).

In case the Purchaser(s) wish(s) to avail finance from his/her employer or bank/finance company/etc., the responsibility of the Promoters is restricted

to providing the requisite papers/documents. It will be Purchaser(s) responsibility to get the loan/s sanctioned and disbursed, and comply with the terms & conditions of the payment, as per schedule of payments.