

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Ahmedabad this
_____ day of _____, Two Thousand Twenty BETWEEN

SHRINIVAS ORGANISORS PRIVATE LIMITED (PAN : AAMCS 5787 M) a Company formed and registered under the law relating to Companies, having Corporate Identity No.U45201GJ2008PTC055562, Address : 206, 2nd Floor, Ratnadeep Complex, Opp. Amrish Parikh Hospital, Old High Court Road, Ahmedabad, hereinafter called **“THE OWNER”** and/or **“THE DEVELOPERS”** (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **FIRST PART**

A N D

(1) _____ (PAN : _____) (Aadhaar No. _____) and (2) _____ (PAN : _____) (Aadhaar No. _____) Adult, Hindu, Occupation : Business/Service/Household, Residing at _____, hereinafter collectively called **“THE ALLOTTEE”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include

his/her/their respective heirs, legal representatives, executors, successors and permitted assigns) of the **OTHER PART**.

WHEREAS the Owner has proposed development of Township Project on the lands situated at Santej / Rakanpur (sim), Taluka Kalol in the Registration District of Gandhinagar and Sub District Kalol, bearing Block Nos.973 and others ("Township Land/s"), known or described as "Super City" Township, proposed to be put up in different phases.

AND WHEREAS the Owner inter-alia, as part of Township, is developing residential units (Hereinafter referred to as the "Project") on part of the Township Land of Santej (sim), more particularly described in the First Schedule hereunder written (hereinafter referred to as the "Project Land"). The Project has different designs / size of units / flats separately described as "**JOY**". The lands more particularly described in the First Schedule hereunder written are proposed to be developed for constructing Highrise Building (Blocks) consisting of various residential Units / Flats therein which scheme is named as Scheme – '**Joy**' and which shall be hereinafter referred to as "Project Land" and/or "Land for Scheme – **Joy**".

AND WHEREAS in-principle Permission by Government of Gujarat for the proposed development of Township Project as per order, dated 29th September, 2012 is issued by Officer on Special Duty and Ex-officio, Joint Secretary, Urban Development and Urban Housing Department ("Order") (as per powers conferred upon it in sub-clause (ii) of Sub Section-1 of Section 29 of The Gujarat Town Planning and Urban Development Act, 1976 (Hereinafter referred to as the "Act") in accordance with the terms and conditions contained in the Schedule in the said order.

AND WHEREAS Master Plan envisaged in the said Order, of Township is given in Principle Permission by Ahmedabad Urban Development Authority (AUDA) as per its intimation, dated 16th August, 2013 given to the Owner / Developer, bearing No.08370, on the terms and conditions contained therein.

AND WHEREAS the Owner has been granted Development Permission, dated 03-11-2021 bearing No.PRM/23/2/2021/376 (for Scheme – **Joy**) issued by Ahmedabad Urban Development Authority, inter-alia, of the said Project – (Scheme – **Joy**) on the Project Land.

AND WHEREAS the Owner is entitled and enjoined upon to put up Project on the Project Land. The Owner is in possession of the Project Land. AND WHEREAS, as stated hereinabove, the Owner shall develop Scheme Joy (Residential Flats) on the Project Land.

AND WHEREAS the Allottee has desired to purchase **Unit / Flat bearing No._____ on the _____ Floor of Block No._____** in the said Scheme “**Joy**” more particularly described in the Second Schedule hereunder written. (Hereinafter referred to as “the said Unit” or “the said Flat”) to be constructed / being constructed / which is under construction by the Owner in the said Project and on the part of Project Land, described in the First Schedule hereunder written.

AND WHEREAS the Owner has registered the said Project of Scheme – Joy, under the provisions of The Real Estate (Regulation and Development) Act, 2016 (Hereinafter referred to as the “Said Act”) with the Real Estate Regulatory Authority at **No.PR/GJ/GANDHINAGAR/KALOL/AUDA/_____ dated _____**, authenticated copy thereof is attached as **Annexure “A”** hereto.

AND WHEREAS the Owner / Developer has sole and exclusive right to sell the Units / Flats in the said Project to be put up by the him on the Project Land for Scheme – Joy and to enter into agreement/s with the intended allottee(s)/s of the Units/Flats and to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the Allottee, the Owner has given inspection to the Allottee of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Owner's Architects, Mr. Kamlesh Dinkerroy Mehta and of such other documents as are specified under the Said Act and the Rules and Regulations made thereunder and the Allottee is satisfied in respect of the same.

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Owner showing the nature of the title of the Owner as developer to the Project Land on which the Units / Flats are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect of the same.

AND WHEREAS the authenticated copies of the plans above referred to as approved by the concerned authorities have been inspected by the Allottee.

AND WHEREAS the authenticated copies of the layout plans as proposed by the Owner, and according to which the construction of the Units / Flats and open spaces are proposed to be provided for in the said Project of Scheme – Joy has also been inspected by the Allottee and the Allottee is satisfied with the same.

AND WHEREAS the authenticated copy of the plans and specifications of the Unit/Flat agreed to be purchased by the Allottee has been annexed and marked as **Annexure “B”**.

AND WHEREAS the Owner has got the approvals as aforesaid from the concerned local authority(s) to the plans, the specifications, elevations, sections of the said Unit / Flat, and shall obtain the balance approvals as applicable and required from various authorities from time to time, so as to obtain Building Use Permission of the said Unit / Flat.

AND WHEREAS while sanctioning the said plans, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner while developing the Project Land and to put up the Project and, upon due observance and performance of which the Building Use Permission in respect of the said Unit / Flat shall be granted by the concerned authority.

AND WHEREAS the Owner has accordingly commenced implementation of the Project in accordance with the said sanctioned plans.

AND WHEREAS the Allottee has applied to the Owner for allotment of Unit / Flat in the Project, being **Flat No.**_____ on _____ **Floor of Block No.**_____ in the **Scheme Joy.**

AND WHEREAS the carpet area of the said Unit / Flat is _____ **Sq.Mtrs. (_____ Sq.Yds.)** and "carpet area" means the net usable floor area of Unit / Flat, excluding the area covered by the external walls, areas under services shafts but includes the area covered by the internal partition walls of the Unit / Flat.

The detail of the carpet area (As per the said Act) and other appurtenant areas of the said unit meant for exclusive use of the Allottee as follows.

Unit No.	Carpet Area Sq. Mtrs.	Balcony/Varandah Area Sq. Mtrs.

AND WHEREAS, the Super builtup area of the construction of the said Unit / Flat comes to _____ **Sq.Mtrs. (_____ Sq.Yds.)** and the Allottee is satisfied with same.

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

AND WHEREAS, prior to / simultaneously with the execution of these presents the Allottee has paid to the Owner a sum of **Rs.**_____ **(Rupees _____ only)** being earnest money / part payment of the sale consideration of the Unit / Flat agreed to be sold by the Owner to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Owner doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Owner the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Owner is required to execute a written Agreement for sale of said Unit / Flat with the Allottee, being infact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner hereby agrees to sell and the Allottee hereby agrees to purchase the Unit / Flat.

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

1. The Owner shall construct the said Block No._____ including the said Unit / Flat, on the Project Land for Scheme – Joy, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Owner shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Unit / Flat of the Allottee except any alteration or addition required by any Government authorities, sanctioning authority or any public authority or due to change in law.
- 1(a) The Allottee hereby agrees to purchase from the Owner and the Owner hereby agrees to sell to the Allottee **Unit / Flat No._____** in **Block No._____**, of the carpet area admeasuring _____ **Sq.Mtrs.** (_____ **Sq.Yds.**) subject to variation cap of three percent, more particularly described in the Second Schedule hereunder written (hereinafter referred to as "the Unit / Flat") for the consideration of **Rs._____ (Rupees _____ only)** including the proportionate price of the common areas/land and facilities.
- 1 (b) The Allottee has paid on or before execution of this Agreement a sum of **Rs._____ (Rupees _____ only)** as advance payment or

application fee and subject to deduction of the amount of TDS as per section 194-IA of the Income Tax Act-1961 or applicable if any the Allottee hereby agrees to pay to the Owner the balance amount of **Rs. _____ (Rupees _____ only)** in the following manner, selected from the different payment option given by the owner.

Mode of payment

- i . Amount of Rs. _____ (_____) (not exceeding 30% of total consideration) to be paid to the promoter after the execution of agreement
- ii Amount of Rs _____ (_____) (not exceeding **45%** of total consideration) to be paid to the promoter on completion of plinth of the **Building or Wing in which the said Apartment is located**
- iii Amount of Rs _____ (_____) (not exceeding 70 % of the total consideration) to be paid to the promoter on completion of slabs including podiums and stilts of the **Building or wing in which the said apartment is located.**
- iv Amount of Rs _____ (_____) (not exceeding 80 % of the total consideration) to be paid to the promoter on completion of the sanitary fittings , stair cases etc. in the Scheme.
- v Amount of Rs _____ (_____) (not exceeding 95 % of the total consideration) to be to the promoter on completion of the Water Pumps , Electrical fittings , electromechanical plinth protection paving of the areas appertain and all other requirements as may be prescribed in the agreement of **sale of the Building or Wing in which the said apartment is located .**

- vi Balance amount of Rs _____ (_____) against and at the time of handing over of the possession of the Unit / Flat to the allotted on or after receipt of Completion certificate.

OR

Balance consideration of **Rs. _____ (Rupees _____ only)** is to be paid by the Allottee in _____ monthly / Bimonthly / Quarterly/ Half yearly installments. First of such monthly / Bimonthly / Quarterly/ Half yearly installment shall become due on _____, _____ 20____ and every such installments shall have to be paid on or before 5th day of _____ month falls due or as agreed between the parties.

- 1(c) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Owner by way of GST, Cess or any other, further or similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Owner) up to the date of handing over the possession of the Unit / Flat, which shall be separately payable by the Allottee in the manner as may be demanded by the Owner. Further, the Allottee shall have to pay the Maintenance charges as may be fixed from time to time.
- 1(d) The total price is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Owner 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 Owner shall enclose the notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee.
- 1(e) The Owner may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at the rate it (Owner) may deem fit, for the

period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any repeat / revision/withdrawal, once granted to an Allottee by the Owner.

- 1(f) The Owner shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Unit / Flat is complete and the Building Use Permission ("BU Permission") is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. If there is any reduction in the carpet area within the defined limit then Owner shall refund the excess money paid by Allottee within Forty Five days with annual interest at the rate of 9% 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 Owner shall demand additional amount from Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate as per square meter as agreed in clause 1(a) of the Agreement.
- 1(g) The Allottee authorizes the Owner to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Owner may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Owner to adjust his/her/their payments in any manner.
- 2.1 The Owner hereby agrees to observe, perform and comply with all the applicable 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 Unit / Flat to the Allottee, obtain from the concerned local authority Building Use Permission in respect of the Unit / Flat.
- 2.2 Time is essence for the Owner as well as the Allottee. The Owner shall abide by the time Schedule for completing the Project and handing over the Unit / Flat to the Allottee and the common areas to the association of the allottees / Service Society after receiving the Building Use Permission.

Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her/them as provided in clause 1(b) herein above. ('Payment Plan") and meeting the other obligations under the Agreement.

3. The Promoter/Owner hereby declares that the FSI available as on date in respect of the project land is 37546.26 Sq.Mtrs. (with the availability of Global FSI for the Township as a whole). The Promoter has disclosed the FSI of 37398.87 Sq.Mtrs. including chargeable FSI 7456.50 Sq.Mtrs. and additional FSI available to the SEWS project 15176.76 Sq.Mtrs. as proposed to be utilized by them on the project land in the said project and allottee has agreed to purchase the said unit / Flat based on the proposed construction and sale of unit / Flat to be carried out by the promoter / owner by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to promoter / owner only. The balance FSI of other Projects in Township (which is a part of Global FSI) for which promoter is entitled may be utilized by the promoter for the other schemes / projects of the Township subject to the Gujarat Town Planning and Urban Development Act / Township Act.

The promoter / owner hereby declares that they shall not have any claim over FSI proposed to be utilized for this project, additional FSI and terrace rights after Building use permission (BU) has been obtained, such rights if any will be enjoyed by society or all members of the said project.

4. The Allottee shall, at all times, abide by and be entitled to only Floor Space Index (FSI) which has been utilized for construction of the said Unit / Flat, including for any future reconstruction or otherwise regardless of the net area or the chargeable area of the land related to Unit / Flat. The Prospective Purchaser shall not be entitled to ask for any further FSI nor shall be entitled to carry out any additional or further construction and shall not make any alterations or changes in construction or design thereof.

- 4.1 If the Owner fails to abide by the time Schedule for completing the Project and handing over the Unit / Flat to the Allottee, the Owner agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest at the rate of 9% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Owner, interest at the rate of 9% per annum, on all the delayed payment which become due and payable by the Allottee to the Owner under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Owner.
- 4.2 Without prejudice to the right of Owner to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Owner under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), on the Allottee committing 3 defaults of payment on installments, the Promoter shall at its own option may terminate this Agreement.

Provided that, Owner 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 its (owner's) 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 Owner within the period of notice then at the end of such notice period, the Owner shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement Owner shall refund to the Allottee within a period of 30 days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Allottee to the Owner after adjusting 10% of the Consideration as liquidated damages. If the installments of sale consideration paid till then by Allottee is less than 10% of the Consideration, then Owner will be entitled to recover the balance amount from the Allottee,

and Allottee shall pay the same to Owner within a period of 30 days of termination. Upon issue of notice of termination, the Allottee will have no claim of any nature whatsoever against the Owner or in respect of the Unit / Flat and generally under this Agreement, save and except the amount to be received by the Allottee from the Owner, if any, as above.

5. The fixtures and fittings with regard to the Unit / Flat and the flooring and sanitary fittings and amenities to be provided by the Owner at its option in the said Unit / Flat are as set out in **Annexure "C"**, annexed hereto.
6. The Owner shall give possession of the Unit / Flat to the Allottee on or before 31st December 2026. If the Owner fails or neglects to give possession of the Unit / Flat to the Allottee by the aforesaid date then the Owner shall be liable on demand to refund to the Allottee the amounts already received by it in respect of the Unit / Flat with interest at the same rate of 9% mentioned in the clause 4.1 herein above from the date the Owner received the sum till the date the amounts and interest thereon is repaid.

Provided that the Owner shall be entitled to reasonable extension of time for giving delivery of Unit / Flat on the aforesaid date, if the completion of Unit / Flat is delayed on account of –

- (i) force majeure conditions, like war, civil commotion or act of God or any other.
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) any concerned competent authority/ies, refusing, withholding, denying, delaying the grant of necessary approvals, or revoke, cancel, or suspend the approvals already granted for the said Project.
- (iv) any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority/ies becoming subject matter of any suit / writ before a competent court or;
- (v) on account of reasons beyond the control of Owner and

of its agents.

7.1 PROCEDURE FOR TAKING POSSESSION:

The Owner shall notify the Allottee about receipt of Building Use Permission of the said Scheme – Joy within a period of 30 days from grant of Building Use Permission from the competent authority. The Allottee shall take possession of the Unit / Flat from the Owner, within a period of 30 days, from date when the said Unit / Flat is notified in writing to be ready for delivery and possession to the Allottee by making all balance payments as per this Agreement. In any event within a period of three months from the date of issue of Building Use Permission, the Allottee shall make balance payments, and against such payments, Owner to hand over possession of the Unit / Flat to the Allottee, and to execute and register Deed of Conveyance in favour of the Allottee. The Allottee agrees to pay the maintenance charges from the date when the said Unit / Flat is notified to be ready for delivery of possession to the Allottee. or receipt of building use permission which ever is earlier.

7.2 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF UNIT / FLAT :

Upon receiving a written / oral intimation from the Owner as per clause 7.1, the Allottee shall take possession of the Unit / Flat from the Owner by executing necessary indemnities, undertakings, Sale Deed / Conveyance and such other documentation as prescribed in this Agreement, and the Owner shall give possession of the Unit / Flat to the Allottee within the time prescribed in 7.1 above. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee, without prejudice to Allottee's other obligations and consequences under this Agreement and without prejudice to Owner's other legal rights and remedies shall continue to be liable to pay maintenance charges as applicable, and the Unit / Flat thereafter will be at the risk and consequences of Allottee.

- 7.3 If within a period of five years from the date of handing over the Unit / Flat to the Allottee, the Allottee brings to the notice of the Owner any structural defect in the Unit / Flat or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Owner 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 Owner, compensation for such defect in the manner as provided under the Act. Provided that the Owner 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 Owner or beyond the control of the Owner.
8. The Allottee shall use the Unit / Flat or any part thereof or permit the same to be used only for purpose of legally permissible residential use / activity.
- 9.1 Within 15 days after notice in writing is given by the Owner to the Allottee that the Unit / Flat is ready for possession, use and occupancy, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the Lands described in Part-A of the First Schedule hereunder written being Project Land, namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Lands shown in the First Schedule hereunder written being Project Land. Until the Society is formed, the Allottee shall pay to the Owner such proportionate share of outgoings as may be determined by Owner. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Owner provisional monthly contribution as may be fixed by the Owner towards the outgoings. The amounts so paid by the Allottee to the Owner shall not carry any interest and will be used towards outgoings. Accumulated surplus, if any will be finally transferred to the Society. Deficit if any, will be made good by the Allottee.

10. Over and above the amounts mentioned in the Agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said Unit / Flat shall pay to the Owner such proportionate share of the outgoings as may be determined by the Owner and which are not covered in any other provisions of this agreement.
11. The Allottee shall pay to the Owner or to its order such amount as may be fixed by the Owner for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Owner in connection with formation of the Society or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance and other documentation work.
- 12.(1) The Owner and Allottee in the matter of legal documentation work of transfer and vesting of the Unit / Flat, common areas and facilities, etc. will be guided by the Attorney-at-Law or Advocate to the Project. The final transfer and vesting document/s – Sale Deed/s – Conveyance of the Unit / Flat in favour of the Allottee, common areas and facilities, etc. to be handed over to the association of allottees, Society, will be prepared by the Attorney-at-Law or Advocate or Consultant to the Project in accordance with the terms of this Agreement and applicable provisions of the said Act, rules, regulations, policy and guidelines that may be framed there under. The Allottee shall pay stamp duty, registration charges and all other cost, charges and expenses, that may be required to be paid, spent or incurred with respect to the Sale Deed / Conveyance of the Unit / Flat in favour of the Allottee.
- (2) If the legal transfer documents involve registration of conveyance, of common areas, spaces, amenities, as per Township rules, regulations, etc. The Allottee shall pay to the Owner, the Allottee's share of stamp duty and registration charges on such conveyance or any document or instrument of transfer.
13. REPRESENTATIONS AND WARRANTIES OF THE OWNER :

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

- i. The Owner / Developer has clear and marketable title with respect to the Project Land; 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 Owner has lawful rights and requisite approvals from the Competent Authorities to carry out development of the said Project of Scheme **Joy** 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.
- 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 said Scheme **Joy** being part of the Project, on the lands shown in First Schedule hereunder written i.e. Lands for Scheme **Joy**, and said Unit / Flat 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 Scheme **Joy** (part of Lands for Scheme – **Joy**) and Unit / Flat shall be obtained by following due process of law and the Owner has been and shall, at all times, remain to be in compliance with all applicable laws in relation to said Scheme – Joy and the said Unit / Flat.
- vi. The Owner has 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 Owner has not entered into any further development agreement or any other agreement / arrangement with any person or party with respect to the said Scheme **Joy** a on Project Land, including the Project and the said Unit / Flat which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii. The Owner confirms that the Owner is not restricted in any manner whatsoever from selling the said Unit / Flat to the Allottee in the manner contemplated in this Agreement.
 - ix. the Owner has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project of Scheme **Joy** to the competent Authorities; till the date of receipt of B. U. Permission.
 - 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 Owner in respect of said Lands Scheme – **Joy** and/or the Project.
14. The Allottee/s, himself/themselves with intention to bring all persons into whosoever's hands the Unit / Flat may come, hereby covenants with the Owner as follows :-
- i) To maintain the said Unit / Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit / Flat is taken and shall not do or suffer to be done anything in or to the Flat which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the or any part

thereof without the consent of the local authorities, if required.

- ii) Not to store in the Unit / Flat any goods which are of hazardous, combustible or dangerous nature.
- iii) To carry out at his own cost all internal repairs to the said Unit / Flat and maintain the Unit / Flat in the same condition, state and order in which it was delivered by the Owner to the Allottee and shall not do or suffer to be done anything, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv) Not to demolish or cause to be demolished Unit / Flat 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 Unit / Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Unit / Flat and shall keep the portion, sewers, drains and pipes in the Unit / Flat and the appurtenances thereto in good tenable repair and condition.
- v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project and other units / flats, 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 Unit / Flat in the common areas, roads and common portions of the Project.
- vii) Pay to the Owner within fifteen days of demand by the Owner, his share of security deposit demanded by the

concerned local authority or Government or giving water, electricity or any other service connection to the Project / Township in which the Unit / Flat is situated.

- viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit / Flat 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 Unit / Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and permission is granted by the Owner / Society. The condition that may be imposed for grant of permission shall be binding upon Allottee.
- x) The Allottee shall observe and perform all the rules and regulations which the Society 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 Township / Project and generally for the common object and purposes, 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 / Apex Body/Federation regarding the occupancy and use of the Unit / Flat in the Project / Township and shall pay and contribute regularly and punctually towards the taxes, expenses maintenance or other out-goings in accordance with the terms of this Agreement.

- xi) The Allottee shall permit the Owner and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Unit / Flat or any part thereof to view and examine the state and condition thereof. The Allottee shall without delay, at his cost and expenses carry out and want or defects pointed out to Allottee.
- xii) The Allottee shall permit the Owner / Society and 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 and do all such work, matters and things the Owner may for the purposes of Project or Township or otherwise may deem fit.
- xiii) "Unit / Flat" shall mean the self contained construction of residential unit/flat, more particularly described in Second Schedule hereunder written togetherwith common space / spaces of passages, stairs, lifts parking space / spaces for all the Allottees in Scheme, their staff, customers – visitors etc. and only related FSI used for the said Unit / Flat.
- xiv) The Allottee shall, at all times, abide by and be entitled to only Floor space Index (FSI) which has been utilized for construction of Unit / Flat. The Allottee shall not be entitled to ask for any further FSI or carry out any more additional or further construction and shall not make any alterations or changes in construction or design thereof.
- xv) The Consideration and/or transaction covered by this Agreement may at present or in future become liable to tax, cess, duty, etc. under any direct or indirect tax laws or similar other laws, by reason of any law or on account of by judicial pronouncement or any amendment to the Constitution or enactment or amendment of any other law, Central or State, or otherwise for any inputs of materials or equipments used or supplied in execution of or in connection with

this transaction, the same shall be payable by the Allottee on demand at any time, over and above the Consideration.

- xvi) The consideration – price of the Unit / Flat is one compact and composite consideration – price. The Allottee shall not be entitled for any running or final bill or estimate of land contribution, construction contribution, common development or any other separate detailed particulars of the Consideration. However, the Owner for relevant purposes of accounting or other requirements may split the same into different components for different account purpose.
- xvii) If the Allottee shall desire to obtain financial Assistance in form of loan against property, from any financial institution / bank (the “Institution”) to be disbursed as per progress of the work or otherwise, by the Institution directly to the Owner, the Owner will be entitled to claim and receive such payment directly from the Institution and the Allottee hereby give irrevocable consent for the same to Promoter and Institution. Such disbursements made by the Institution to the Owner shall be debited by Institution to his loan account and to be received by Owner towards the Consideration and other amounts to be received under this Agreement.
- xviii) All right, title and interest of the Allottee is restricted to and to be read, understood and interpreted in relation to the Said Unit / Flat only, and all other constructed/covered or un-covered open spaces/areas/portions, open spaces, margin lands, infrastructure, developments, amenities, facilities & services shall belong to the Promoter and subject to right of the Allottee to use amenities, facilities and services that may be reserved for common use of all Allottees of the said Scheme – JOY being the Project and developed / to be developed on the lands described in Part-A of the First Schedule hereunder written and not

specifically given to the Allottee or any Allottees of the Project.

- xix) The Allottee, with respect to the Common Amenities and the Township Infrastructure shall have the right to use and enjoy the same and such of them in such manner as may be rendered, administered and controlled by the Promoter / O & M Company / Service Society.
- xx) The said Township of which the said Project forms part of also includes other multistoried residential apartments, Bungalows, retail malls, club, parks, play grounds, commercial development, etc. The Project work to fully and finally complete will extend beyond the handing over of the Unit / Flat to the Allottee and the work of implementation and completion of the Project and said Township in general will be in progress and continuing. The Allottee will not raise any dispute or grievance as inconvenience, discomfort, nuisance or annoyance for such progress and continuation of the work nor shall make any claim in respect thereof. The Allottee agrees to extend his all co-operation in completion of the Project and the said Township in general and for the related work, sales, marketing, etc.
- xxi) The over-all control and management of the said Township, implementation thereof, power to sell the Unit / Flat and other premises all and every other related matters, in general shall be that of the Owner and the decision of the Owner in all related matters shall be final and binding upon the Allottee herein and all other Allottees in the said Township.
- xxii) The Promoter / O & M Company / Service Society or any other Estate Management Agency ("EMA") under authority or agreement with Owner / O & M Company / Service Society will set up rules and regulations for the said Township pertaining to allocation, distribution, management, use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement of the

Common Amenities and/or Township Infrastructure to be applicable to the Allottee in such manner as may be decided by it. The same shall be binding upon the Allottee.

- xxiii) Any arrangement that may be worked out for the matters relating to the Common Amenities and the Township Infrastructure, including fixing of Project Maintenance Charges, Township Infrastructure Maintenance Charges, rules and regulations regarding use, occupation and enjoyment of the Common Amenities and the Township Infrastructure, and other matters and things of common interest, by the Owner shall be binding upon the Allottee.
- xxiv) The Developer may make such variation, changes, additions, omissions or alterations in the said Project or Township which shall not adversely affect the Unit / Flat.
- xxv) As regards use of the Unit / Flat, the Allottee agrees that
 - i) The Allottee shall not use the Unit / Flat or permit the same to be used for any purpose, other than legally permitted residential use only, which may and/or which is likely to cause nuisance or annoyance to other occupiers of the said Township which or is illegal, immoral or is prohibited by law.
 - ii) The Allottee will not use or permit to be used the Unit / Flat or any part thereof for any commercial and/or industrial use / activity – purposes. The Allottee shall also not use the Unit / Flat for any office of Trade Union or Political Party, consulting Room of Medical Profession, doctor's Clinic, Tuition Classes, Maternity Home, P.G. Room etc. The Allottee shall not put any kind of board, harding, neon-sign lights, advertisement or tower on any part / wall (exterior and/or interior) of the Unit / Flat.

- xxvi) The Allottee shall ensure that any document required to be signed by the Allottee is to be returned to the Promoter immediately without any delay on the receipt of such document by the Allottee, duly signed at all places marked for signatures.
 - xxvii) The right and interest of Allottee is limited to said Unit / Flat and Floor Space Index (FSI) referring to construction of such Unit / Flat. All and every balance FSI, additional FSI, floating FSI, transferable FSI, or any right to purchase additional FSI as per or under the Township Regulations, Regulatory Provisions or generally available shall belong to the Owner and may be used in any development in Township.
15. The Owner shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-Operative Society or Association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purpose for which they have been received.
 16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit / Flat or any part thereof. The Allottee shall have no claim save and except in respect of the Unit / Flat hereby agreed to be sold to him/ her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Owner until the same is transferred as hereinbefore mentioned in accordance with said Act, rules and regulations that may be framed thereunder.
 17. **OWNER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Owner executes this Agreement he shall not mortgage or create a charge on the Unit / Flat 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 Unit / Flat.

18. The Allottee has confirmed that, the Owner had forwarded this Agreement for Sale to him/her/them and he/she/they has/have thoroughly read these presents and has/have fully understood each and every details, contents, terms and conditions thereof. The Allottee has fully agreed and consented with each and every details, contents, terms & conditions of this Agreement for Sale and put his/her/their initials on every page thereof. The Allottee has/have further confirmed that, upon his/her/their request, the Owner has executed these presents.

19. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitute the entire Agreement between the Parties with respect to the subject matter hereof.

20. RIGHT TO AMEND:

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

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

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

22. SEVERABILITY:

The Model form of Agreement for Sale proposed by the Government of Gujarat under the Rules framed by it under the said Act has been adopted, and has been modified to

incorporate the agreement and terms agreed upon between the Owner and Allottee, being this Agreement. The parties hereto accept the same. However, if any provision of this Agreement shall be determined to be void or unenforceable under the said Act or the Rules and Regulations made 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 said Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in Scheme – **Joy**, Project, the same shall be in proportion to the net area of the land related to Unit / Flat to the total area of all the land for scheme – **Joy** being Project Land and described in Part-A of First Schedule hereunder written, or carpet area of the Unit / Flat to the total Carpet Area of all units/flats in the Project as the case may be.

24. FURTHER ASSURANCES :

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

25. PLACE OF EXECUTION :

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

26. WAIVER :

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

27. SURVIVAL :

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

28. REGISTRATION :

The Allottee and/or Owner shall present this Agreement as well as the conveyance/assignment at the proper registration office of registration within the time limit prescribed by the Registration Act and the Owner / Allottee as the case may be will attend such office and admit execution thereof.

29. NOTICES:

That all notices to be served on the Allottee and the Owner as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Owner by Registered Post A.D. and / or notified E-mail ID/Under Certificate of Posting at their respective address specified below:

_____	(Name of
Allottee)	

_____	(Allottee's
Address)	
_____	Notified E-mail
SHRINIVAS ORGANISOR PVT. LTD.	Name of Owner
206, 2nd Floor, Ratnadeep Complex,	
Opp. Amrish Parikh Hospital,	
Old High Court Road, Ahmedabad	(Owner's
Address)	
contact@supercityproject.com	Notified E-mail

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

30. JOINT ALLOTTEES:

- 30.1 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.

- 30.2 In case the Allottee is joint, the first named Allottee alone will be able to represent their interest and other joint Allottee shall not have any independent or separate voice/rights.
- 30.3 All consents, confirmations etc. if and when required of the joint Allottee, the same shall be deemed to have been sufficiently given and received from the first of such joint Allottee. However, it has been agreed that for the purpose of the sale, mortgage, transfer, rent/lease/leave and license, etc. the signatures of the all the joint Allottees shall be required.
- 30.4 Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Allottees. All notices, communications, etc. may be addressed by the Promoter to the first of such joint Allottee.
- 30.5 The Allottee inter-se shall not be entitled to subdivide the said Unit / Shop, the intent being the said Unit / Flat shall stand in the names of the joint Allottees as one single unit.

31. STAMP DUTY AND REGISTRATION :

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

32. 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.

33. GOVERNING LAW :

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

34. NAME OF PROJECT :

The Scheme shall always be known as “**JOY**” and this name shall not be changed without the express written permission of the Owner. However, the Owner may change the name of the Scheme at any time.

35. ADVERTISEMENT

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

36. FOREIGN REMITTANCES :

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

37. NO POSSESSION :

No possession of the said Unit / Flat before or at the time of execution of this agreement is handed over by the Owner, and such possession will be handed over only at the time as provided under the terms hereof.

IN WITNESS WHEREOF the Owner hereto has hereunto set and subscribed their hand and seal the day and year first hereinabove written.

:-THE FIRST SCHEDULE ABOVE REFERRED TO:-
(Description of Lands for Scheme – JOY)

ALL THOSE pieces and parcels of lands or grounds, hereditaments and premises situate at Santej (sim), Taluka Kalol, in the Registration District Gandhinagar and Sub District Kalol, bearing Block Numbers and Area as per particulars below.

Sr. No.	Block Nos.	Area in Sq.Mtrs.
1	1315	1022.00
2	1316	1836.00
3	1317	134.00
4	1323	3805.00
5	1325	882.00
6	1327	584.00
7	1328	6650.00
	TOTAL	14913.00

:-THE SECOND SCHEDULE ABOVE REFERRED TO:-

ALL THAT **Unit / Flat No.**_____ on the _____ **Floor** of **Block No.**_____ in Scheme **Joy** of Super City Township, construction area _____ **Sq.Mtrs.** equivalent to _____ **Sq.Yds.** **carpet area** and _____ **Sq.Mtrs.** equivalent to _____ **Sq.Yds.** (_____ **Sq.Fts.**) of **Super builtup area alongwith undivided share of** _____ **Sq. Mtrs.** in the land mentioned in the First Schedule hereinabove referred to. The detail of the carpet area (As per the said Act) and other appurtenant areas of the said unit meant for exclusive use of the Allottee are as follows.

Unit No.	Carpet area Sq. Feet	Balcony/Verandah Sq. feet

The said unit No. _____ of Block _____ is bounded as follows :

On the East by :
 On the West By :
 ON the North By :
 On the South by :

-:THE THIRD SCHEDULE ABOVE REFERRED TO:-
 (Details of common areas and facilities)

SIGNED, SEALED & DELIVERED
 BY THE WITHIN NAMED
 OWNER :

SHRINIVAS ORGANISORS PVT.

LTD. through its Director /

Authorized Signatory Mr. Yagnesh

Kanchanbhai Patel, in the

presence of :-

1. _____

2. _____

ANNEXURES

ANNEXURE “A”

(Authenticated copy of Real Estate Regulatory
Authority Certificate)

ANNEXURE “B”

(Authenticated copy of plan and specifications of Unit / Flat)

ANNEXURE “C”

(Details of fixtures and fittings
with flooring, sanitary fittings and amenities)

Schedule as per Sec.32-A of the Registration Act, Signatures,
Photographs & Thumb Impression of Owner and Purchaser-Allottee.

--

OWNER

SHRINIVAS ORGANISORS PVT. LTD.
through its Director

Shri Yagnesh Kanchanbhai Patel

ALLOTTEE AFORESAID

L.H.T.I. of
Shri Yagnesh K. Patel

L.H.T.I. of

SERIAL No. 542...../2022

Ashwin V. Modi
ASHWIN V. MODI
NOTARY
GOVT. OF GUJARAT (INDIA)

13 JAN 2022



AFFIDAVIT CUM DECLARATION

TO,
THE SECRETARY,
GUJARAT REAL ESTATE REGULATORY AUTHORITY ,
4THFLOOR, SAHYOG SANKUL, SECTOR 11,
GANDHINAGAR – 382011.

SUB: AFFIDAVIT CUM DECLARATION

REF: Application for RERA Registration for our Residential Apartment Scheme “ JOY “

This Affidavit cum declaration is made at Ahmedabad with regards to our application for RERA registration for our project “ JOY “ on 13/01/2022 being processed for registration under RERA regulations.



NUTAN NAGRIK SANKARI BANK LTD.
LAW GARDEN BRANCH,
AHMEDABAD.

STAMP DUTY
0 0 0 0

SPECIAL ADHESIVE
00003000

363095 GUJARAT

2835 1121995

INDIA ** ZETP*ZETP*ZETP*ZETP*ZETP*ZETP*ZETP*ZETP***



We have removed the relevant clauses in our Draft Sale Deed / Agreement to Sale pertaining to the rights of future FSI.

In this regards we hereby represent and declare as under:

1. That the declarant "Shrinivas Organisers Pvt. Ltd. is in process of developing **SUPERCITY TOWNSHIP** (Hereinafter referred to as the said "Township") in a phase manner on the total land of various Survey/ Block nos situated at Santej- Rakanpur Tal : Kalol Dist : Gandhinagar measuring about 627213 Sq.mtrs more particularly described in Part-A of the Schedule hereunder written (Hereinafter referred to as the said "Township land") under this declaration.
2. That the Government of Gujarat; Urban Development and Urban Housing Department, Gandhinagar, had granted in-principle permission for development of Residential Township as per its Order, dated 29/09/2012 bearing No. PRCH-102012 - 5022-L.
3. That the declarant, while in process to develop the said township in a phase manner under various plans approved / to be approved from Ahmedabad Urban Development Authority (Hereinafter referred to as the said "**approved plans**") and the Authority has issued a Development Permission bearing No. PRM/23/2/2021 /376 dated 03/11/2021 for its scheme "JOY" a residential project on specific and different parcels of Township land for Residential Bungalows, commercial Shops, Row Villas Twin Villas, Apartment, retail spaces, community centre Etc and related projects and township Infrastructure. The declarant therefore within the Supercity Township Proposes to develop distinct projects which shall be known and identified under different name styles and a separate management body for each of the different project shall be formed.
4. That as part of "Super city" township, the Declarant is developing project of residential units under the name "JOY" (Hereinafter referred to as the "Project") on a part of the Township Land, more particularly described in part- B of the Schedule hereunder written (Hereinafter referred to as the "Project Land"). That as Per the said approved plan the project "JOY" shall comprise of Ten blocks namely A to J consisting of total 808 Residential units.
5. It is hereby represented that as per the understanding of Regulations for Residential Townships -2009, the FSI in a Township is calculated on Gross plot area as Global FSI (Including additional permissible FSI) and can be freely consumed within the Township irrespective of the FSI prescribed in any zone/ Scheme in which the approved Township is situated. Thus, the Township Developer holds a prerogative to decide the quantum of FSI to be consumed and its density to be applied on the subject land parcel being developed within

the Township which is in the best interest of all the unit holders of respective projects being developed in the Township.

6. It is represented that with the honest and bonafide intention to make every member aware with the aforesaid clarity and to enhance the transparency in all the respective future transactions, the declarant has inserted the aforesaid clauses in Sale deed / Agreement to sale and the said clauses shall definitely act as a safeguard to the interest of all the bonafide members of distinct projects in the Township from any unforeseen future disputes or undue claims from any person in future. However, in order to further clarify, it is hereby declared and affirmed that, post the completion of said project and Conveyance of all the units in said project, the Township Developer shall not hold any claim or interest in the future FSI that may additionally be available on the said project.
7. It is thus represented that the said clauses shall operate as beneficial on both ends i.e. provide a clarity and transparency to the entitlement of each respective member and as the same time shall act as a strong defense against any undue claims in future.

For, Shrinivas Organisers Pvt. Ltd.

Declarant

In light of above understanding and honest intention of declarant, we hereby request to kindly allow us "to retain" the aforesaid clauses in Sale Deed/ Agreement to sale in best interest of all parties concerned. We hope, the above explanations and declaration shall appease your concern.

Thanking you,

Sincerely,

For, Shrinivas Organisers Pvt. Ltd.

Authorized Signatory



BEFORE ME
Ashwin V. Modi
ASHWIN V. MODI
NOTARY
GOVT. OF GUJARAT (INDIA)

13 JAN 2022



--: THE SCHEDULE ABOVE REFERRED TO :-

PART -A

(Township Land)

ALL THOSE pieces and parcels of lands or grounds, hereditaments and premises , being Non Agriculture lands , situated at Santej , TalukaKalolthe Registration District Gandhinagar and Sub District Kalol , bearing

Sr No	Block No	Area in Scheme (Sq Mtrs.)
1	1315 Santej	1022
2	1316 Santej	1836
3	1317 Santej	134
4	1323 Santej	3805
5.	1325 Santej	882
6.	1327 Santej	584
7	1328 Santej	6650
	Total Area in Luxuria 2	14913

PART-B

(Project Land)

ALL THOSE pieces and parcels of land or grounds, hereditaments and premises, being Non Agriculture land admeasuring 14913 Sq.Mtrs for "JOY" a residential scheme , being a part of the Township Land referred in PART -A above