

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") made at Ahmedabad

this _____ day of _____, Two Thousand _____

BY AND BETWEEN

ADANI ESTATE MANAGEMENT PRIVATE LIMITED, PAN: AAFCA6866L, a company incorporated under the provisions of the Companies Act, 1956 and deemed to be existing under the Companies Act of 2013, bearing CIN: U45200GJ2005PTC047086, and having its registered office at Adani House, Near Mithakhali six Roads, Navrangpura, Ahmedabad, Gujarat - 380009, India, and represented through its Authorized Signatory _____, aged about ____ years, Occupation: _____, residing at - _____ hereinafter referred to as "**the LAND OWNER**", (which expression shall unless repugnant to the context or meaning thereof be deemed to include the said **Land Owner** and its partners or partner for the time being, the survivors or survivor of them and their heirs, executors, administrators, successors and assigns) of the First Part.

AND

Mr. _____, Aged: ____ Years, occupation: _____, Residing at _____, [PAN: _____] hereinafter called "**THE ALLOTTEE/PURCHASER**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include (in case of individual) his / her / their respective heirs, legal representatives, executors, successors and permitted assigns, (in case of HUF) its coparceners and members as at present and from time to time, and their respective heirs, executors, successors and permitted assigns, (in case of Trust) its Trustees, beneficiaries and office bearers as at present and from time to time and permitted assigns, (in case of Partnership firm) its partners as at present and from time to time, and the heirs and legal representatives of the last surviving partner and permitted assigns, (in case of Company) its successors and permitted assigns) of the Second Part.

AND

ADI SHANTIGRAM STOREYS LLP, PAN: ABYFA 1437 C, a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, bearing LLPIN: ABA-8979 and having its registered office at Ground Floor, Heritage Tower, B/h Visnagar Bank, Ashram Road, Usmanpura, Ahmedabad-380014, and represented through its Authorized Signatory **Mr. Aadarsh Utkarsh Shah** [AADHAR NO : XXXX

XXXX], Aged: 33 years, Occupation: Business, Residing at 3-Sigma Corporates, B/h. HOF Living, Bodakdev, Sindhubhavan, Ahmedabad-380054, for the sake of brevities, is hereinafter referred to as the “**DEVELOPER**” (which expression shall unless repugnant to or be inconsistent with the context or meaning thereof be, deemed to admit, mean and include the Developer, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the legal heirs, executors and administrators of each of the partners and its executor(s), successor(s) and permitted assign(s)) of the Third Part.

WHEREAS:

- A.** The **LAND OWNER** is the absolute owner and is seized and possessed of and sufficiently entitled to all those pieces and parcels of non-agricultural land bearing (1) New Block No. 348 (old Block No. 506) admeasuring about 4113 sq. mtrs.; (2) New Block No. 347 (old Block No. 507) admeasuring about 7153 sq. mtrs.; and (3) New Block No. 349 (old Block No. 508) admeasuring about 7275 sq. mtrs., totally admeasuring about 18,541 sq. mtrs. situated within the limits of Village: Dantali, Taluka: Gandhinagar, in the Registration District of Gandhinagar and Sub District of Gandhinagar Zone -1, hereinafter referred to as the “Larger Land”.
- B.** The Non-Agricultural Use Permission for the said Larger Land has been granted by the Collector, Gandhinagar vide its below stated orders:

Sr. No.	New Block/Survey No.	Order details
1.	New Block No. 348 (old Block No. 506)	Order no. CB/ Land/ N.A/ S.R. 176/ Vashi. 8772/ 85/ 2009 dated 24/04/2009.
2.	New Block No. 347 (old Block No. 507)	Order no. CB/ Land/ N.A/ S.R. 169/ Vashi. 8001 to 8013/ 2009 dated 13/04/2009.

3.	New Block No. 349 (old Block No. 508)	Order no. CB/ Land/ N.A/ S.R. 159/ Vashi. 6561 to 73/2009 dated 26/03/2009.
----	--	---

- C. The Government of Gujarat, Urban Development and Urban Housing Development, as per power and authority conferred upon it under Gujarat Town Planning and Urban Development Act., 1976 has framed and sanctioned “Regulations for Residential Township, 2009 (herein referred to as “Township Regulations”). The Land Owners herein has got in-principal permission from the Government of Gujarat for the proposed development of Township on the said Shantigram Township Land by virtue of Order bearing Ref. No. PRCH-102010-3013-D (SHANTIGRAM) L dated 28/06/2010 sanction officer, Urban Development and Urban Housing Department, Gandhinagar.
- D. The **DEVELOPER** is engaged in the business of real estate development and construction of various residential and commercial projects and has the necessary experience, expertise and resources for undertaking such projects.
- E. That out of the said Larger Land, the **LAND OWNER** is desirous of developing the following land parcel, hereinafter referred to as “the Project Land”, by granting development rights of the said Project Land to the Developer for construction of high-end luxurious apartments project.

Sr. No.	New Block/ Survey Number	Total Area of the Block Number (in sq. mtrs.) (Larger Land)	The portion of the land from the total area of the Block Number to be developed by the Developer being the Subject Land (in sq. mtrs.) (said Project Land)
------------	--------------------------------	---	---

1	New Block No. 348 (old Block No. 506)	4113	1086.99
2	New Block No. 347 (old Block No. 507)	7153	1812.78
3	New Block No. 349 (old Block No. 508)	7275	2050.46
Total		18541	4950.22

The said Project Land is more particularly described in the Schedule - 1 hereunder written.

- F. AND WHEREAS, a Development Agreement was executed between ADANI ESTATE MANAGEMENT PRIVATE LIMITED, “**LAND OWNER**” and ADI SHANTIGRAM STOREYS LLP, “**DEVELOPER**” for the ‘**said Project Land**’. The said Development Agreement was registered before the Sub Registrar of Gandhinagar at Serial No. 20993 on 20-04-2023.
- G. AND WHEREAS the **DEVELOPER** is developing a project of Residential Apartments under the name of “**THE STOREYS - GOLF COAST**” (Hereinafter referred to as the “**Project**”) on the said Project Land and the **DEVELOPER** has got the plans sanctioned for the same from the designated authority AHMEDABAD URBAN DEVELOPMENT AUTHORITY (AUDA) as per the details below and a copy of the is attached herewith as **ANNEXURE - A:**

Commencement (Rajachitthi)Letter no. (Case No.)	Date of Letter	Block no.	No. of Units
PRM/103/11/2024/43	14-02-2025	NORTH TOWER	35

		- A and SOUTH TOWER - B	
--	--	----------------------------------	--

- H.** AND WHEREAS the **DEVELOPER** is entitled and has decided to put up the residential Project named "**THE STOREYS - GOLF COAST**" on the Project Land. As per the said approved plan the **DEVELOPER** has commenced construction of said Project. The said Project consists of 2 (two) Blocks, viz. Block A (North Tower) and Block B (South Tower), having total 35 number of residential units. Block A consists of 17 units (15 duplex and 2 triplex apartments) and Block B consists of 18 units (17 Simplex and 1 Duplex apartment).
- I.** The **DEVELOPER** has registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said "**Act**") and the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 (hereinafter referred to as the said "**Rules**") with the Gujarat Real Estate Regulatory Authority (hereinafter referred to as the said "**Authority**") and the said Authority has issued a Registration Certificate of the Project dated _____ bearing reference no. _____. A copy of the said Registration Certificate is annexed herewith at **ANNEXURE - B**
- J.** AND WHEREAS the Allottee has desired to purchase a Unit bearing number _____ situated on _____ floor of _____ Block as per details below, more particularly described in the Schedule II hereunder written. (Hereinafter referred to as the said "**Property**" or "**Unit**").
- K.** AND WHEREAS the **DEVELOPER** has sole and exclusive right to sell the units in the said Project to be put up by the **DEVELOPER** on the Project Land and to enter into agreement/s with the allottee(s) of the units and to receive the sale consideration in respect thereof.
- L.** AND WHEREAS on demand from the Allottee, the

DEVELOPER/ LAND OWNER has given inspection to the Allottee of all the documents of title relating to the Project Land and the said approved plans, designs and specifications and of such other documents as are specified under the Said Act and the Rules and Regulations made thereunder. The Allottee has also verified the documents filed/uploaded by the **DEVELOPER** with the said Authority. The Allottee is satisfied in respect thereof and has accepted the same and shall not raise any dispute in the future in this regard.

- M. AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the **DEVELOPER/ LAND OWNER**, authenticated copies or extract of Village Forms VI and VII and XII or other relevant revenue records showing the nature of the title of the **LAND OWNER** to the Project Land on which Project is being put up and the units are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect thereof and accepted the same.
- N. AND WHEREAS the authenticated copies of the plans of the construction as proposed by the **DEVELOPER**, and according to which the construction of the units and open spaces are proposed to be provided for the said Project have also been inspected by the Allottee.
- O. AND WHEREAS the copy of the unit plan of the said Property agreed to be purchased by the Allottee has been annexed and marked as **ANNEXURE - C**.
- P. AND WHEREAS the **DEVELOPER** has got the approvals as aforesaid from the concerned local authority(s) to the plans, the specifications, elevations, sections of the said Property 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 Property.
- Q. 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 **DEVELOPER** 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 Property shall be granted by the concerned authority.

- R. AND WHEREAS the **DEVELOPER** has accordingly commenced implementation of the Project in accordance with the said sanctioned plans.
- S. AND WHEREAS the Allottee has applied to the **DEVELOPER** for allotment of said Property in the Project, being Unit No. _____ situated on _____ floor of _____ Block _____ (_____ Tower) of the said Project '**THE STOREYS - GOLF COAST**'. The detail of the carpet area (As per the said Act) and other appurtenant areas of the said Property meant for exclusive use of the Allottee are as follows:

Unit No	RERA Carpet Area (sq. mtrs.)	Balcony Area (sq. mtrs.)	Wash area (sq. mtrs.)	Exclusive Terrace area (sq. mtrs.)	Total Area (sq. mtrs.)	Proportionate undivided land (sq. mtrs.)

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

- T. 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.
- U. AND WHEREAS, prior to / simultaneously with the

execution of these presents the Allottee has paid to the **DEVELOPER** a sum of Rs._____/-(Rupees _____only), in the following manner, being part payment of the sale consideration of the said Property agreed to be sold by the **DEVELOPER** to the Allottee as advance payment or earnest money:

Sr. No.	Amount (in Rupees)	Cheque / RTGS Details and Date	Bank Details

The **DEVELOPER** doth hereby admit and acknowledge the payment and receipt of the above amounts and the Allottee has agreed to pay to the **DEVELOPER** the balance of the sale consideration in the manner hereinafter appearing.

- V. AND WHEREAS, under section 13 of the said Act the **DEVELOPER** and Allottee are required to execute a written Agreement for sale of said Property between them, being in fact these presents and also to register this Agreement under the Registration Act, 1908.
- W. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **DEVELOPER** hereby agrees to sell and the Allottee hereby agrees to purchase the said Property.

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

- 1.1 The **DEVELOPER** shall construct the said Property on the Project Land in accordance with the plans, designs and specifications approved as aforesaid by the concerned local authority from time to time. Provided that the **DEVELOPER** shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Property of the Allottee except any alteration or addition required by any Government authorities, sanctioning authority or any public authority or due to change in law, rules, regulations, etc. or if recommended by the Project Architect or Engineer.

- 1.2 The Allottee hereby agrees to purchase from the DEVELOPER and the DEVELOPER hereby agrees to sell to the Allottee the said Unit more particularly described in the Schedule II hereunder written, for the Total Consideration Price of Rs. _____/-(Rupees _____ only). The Total Consideration Price mentioned herein is inclusive of the price for the appurtenant areas of the said Property meant for exclusive use of the Allottee and the price for the proportionate undivided share in the Project Land and the Preferential Location Cost. The Total Consideration Price is also inclusive of proportionate price of the common areas and facilities of the said Project. The nature, extent and description of the common areas and facilities are more particularly described in the Schedule III hereunder written.
- 1.3 The Allottee has paid on or before execution of this agreement a sum of Rs (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or earnest money into the RERA Collection Bank Account named [●] at [●] Bank [●] Branch and hereby agrees to pay to that **DEVELOPER** the balance amount of Rs(Rupees) into the RERA Collection Bank Account named [●] at [●] Bank [●] Branch in the following manner :
- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Developer after the execution of Agreement
 - ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Developer on completion of the Plinth of the building or block in which the said Apartment is located.
 - iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Developer on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
 - iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Developer on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
 - v. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
 - vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
 - vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all

other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

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

NOTE: The abovementioned payment plan is only a sample plan. The same is subject to alteration / variation depending upon the terms of booking as may be agreed between the Developer and the Allottee.

- 1.4 The Allottee shall pay to the **DEVELOPER** the installments of Consideration Price mentioned herein above or any other dues under this Agreement on their respective due dates without demand being made. The Total Consideration price as stated above excludes any taxes, levies, cesses, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, and payable in respect of the said Property or howsoever arising from the transaction contemplated herein to any Government Authority, any and all taxes from time to time that is service tax, value added tax (VAT), GST or Stamp Duty, registration fees, or any other/future tax, levy or imposts etc. arising from sale or transfer of the said Property to the Allottee or the transaction contemplated herein. They all shall be borne and paid by the Allottee (over and above the Consideration Price) as may be demanded by the **DEVELOPER** from time to time.
- 1.5 The Total Consideration 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 **DEVELOPER** 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 Developer 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.
- 1.6 The **DEVELOPER** shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Property is complete and the Building Use Permission ("BU Permission") is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent (3%). If there is any reduction in the carpet area of more than 3%, then **DEVELOPER** shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of SBI

(Marginal cost of Landing Rate) + 2% per annum, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area of more than 3% then the DEVELOPER shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same proportionate rate per square meter as agreed in this Agreement.

- 1.7 The Allottee authorizes the **DEVELOPER** to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the **DEVELOPER** may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the **DEVELOPER** to adjust his payments in any manner.
- 1.8 The **DEVELOPER** shall form a Society or Association or Company (hereinafter referred to as “**Management Body**”) for the effective management and maintenance of the common areas and facilities to be provided in the said Project. The Allottee herein along with other Allottee of Apartments in the Project shall join in forming and registering the Management Body to be known by such name as the Developer may decide. The Allottee hereby undertakes to become a member of said Management Body as and when it is formed by purchasing necessary shares and the Allottee shall, for the purpose of formation of such Management Body, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Management Body, including the bye-laws of the proposed Management Body and duly fill in, sign and return to the **DEVELOPER** within seven days of the same being forwarded by the **DEVELOPER** to the Allottee, so as to enable the Developer to register the Management Body. The Allottee shall not raise any objection if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Allottee further agrees that he/she/it/they shall observe and follow the rules and regulations of the Management Body from time to time and shall regularly pay the common expenses and maintenance charges every month as well as any lump sum amount as may be decided by the said management body for operation and maintenance of common facilities and amenities of the Project.

1.9 That the Allottee is made aware that the said Project is within the “Adani Shantigram Township” and the Allottee and other owners/occupiers of units in the said Project shall use common infrastructure, amenities and facilities developed by the township developer. Hence the Allottee hereby irrevocably agrees to pay proportionate charges for use and maintenance of Township Infrastructure and common facilities and amenities as may be decided from time to time.

Sr. No.	Type of Charges	Amount (in Rupees)	Payable to
1.	Infrastructure Development Charges		Adani Township & Real Estate Company Pvt. Ltd.
2.	Township Maintenance Deposit		Shantigram Utility Services Pvt. Ltd.
3.	2 years Advance Township Maintenance Charges		Shantigram Utility Services Pvt. Ltd.

The Allottee shall be liable to pay GST or any other taxes as may be applicable on the above referred amounts.

1.10 Also in addition to the Consideration Price mentioned hereinabove, the Allottee shall also be liable to pay the following amounts by way of charges or deposits:

Sr.	Amount (in Rupees)	Purpose
1.	_____/ -	Towards Project Maintenance Deposit
2.	_____/ -	Towards Project Monthly running Maintenance charges

The Allottee shall also bear any GST or any tax payable on the abovementioned amounts. The abovementioned Maintenance Deposit and Running Maintenance Charges shall be transferred by the **DEVELOPER** in the name of Management Body (as defined in clause 1.8 hereinabove) as and when it is formed and functional or shall be directly collected in the name of the Management Entity. The **DEVELOPER** shall not pay any interest on the aforesaid amounts. The Recurring Maintenance charges collected for the Project will be utilized by the **DEVELOPER** for the maintenance of common amenities and up-keep of common areas and facilities of the Project. Surplus if any will be transferred to Management Entity without any interest, as

and when formed and functional. The deficit if any shall be made good by the Allottee as may be demanded by the **DEVELOPER**. It is hereby agreed by the Allottee that the common monthly running maintenance charges shall be paid effectively from the date of receipt of Building Use Permission, irrespective of the date of booking or sale deed execution of the said Property. The Project Maintenance deposit and Project Maintenance Recurring Charges in advance for 12 months shall be paid by the Allottee to the Management Body / **DEVELOPER** along with the execution of the Sale deed.

- 2 It is expressly agreed between the Parties and the Allottee hereby agrees and confirms that the **DEVELOPER** shall not be liable to pay maintenance and all other aforesaid charges of any nature whatsoever on the unsold units in the said Project.
 - 2.1 The **DEVELOPER** 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 said Property to the Allottee, obtain from the concerned local authority Building Use Permission in respect of the same.
 - 2.2 Time is essence for the **DEVELOPER** as well as the Allottee. The **DEVELOPER** shall abide by the time schedule for completing the Project and handing over the said Property to the Allottee after receiving the Building Use Permission.
 - 2.3 Similarly, the Allottee shall also make timely payments of the installment and other dues payable by him/her as provided in clauses herein ("Payment Plan") and meeting the other obligations under the Agreement and any default by the Allottee in this regard shall entitle the **DEVELOPER** to enforce default remedies as set out in this Agreement.
- 3.1 The **DEVELOPER** hereby declares that the Floor Space Index to be utilized for construction of the said Project "THE STOREYS - GOLF COAST" is 16661 sq. mtrs. The **DEVELOPER** has disclosed the Floor Space Index of 16661 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 Apartment based on the proposed construction and sale of apartments to be carried out by the **DEVELOPER** by utilizing the proposed FSI. Since the said Project forms part of "Adani Shantigram Township", 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 Property, regardless of the net area or the gross area of the land related to it. In any future reconstruction also, Allottee shall be entitled for same / similar proportionate FSI. The Allottee shall not be entitled to ask for anymore or further FSI nor shall be entitled to carry out any additional or further construction by using more FSI

and shall not make any alterations or changes in construction or design thereof.

- 4.1 If the **DEVELOPER** fails to abide by the time schedule for completing the said Property and handing over the said Property to the Allottee (except delay due to Force majeure condition), the **DEVELOPER** agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest at the rate of SBI (Marginal cost of Landing Rate) + 2% per annum, on all the amounts paid by the Allottee, for every month of delay, till the date of obtaining the Building Use Permission of the said Property. The Allottee agrees to pay to the **DEVELOPER**, interest at the rate of SBI (Marginal cost of Landing Rate) + 2% per annum, on all the delayed payment which become due and payable by the Allottee to the **DEVELOPER** under the terms of this Agreement from the date such amount is payable by the Allottee(s) to the **DEVELOPER** till the date it is actually paid. The **DEVELOPER** shall under such circumstances, be entitled to withhold the delivery of possession of the said Property to the Allottee until entire dues are not paid by the Allottee.
- 4.2 Without prejudice to the right of **DEVELOPER** to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in any payment on due date of any amount due and payable by the Allottee to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), and committing any other breach or violation of any of the terms and conditions on his part to be performed, the **DEVELOPER** at its own option may terminate this Agreement unilaterally.

Provided that, **DEVELOPER** shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee or mail at the E-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Developer within the period of notice, then at the end of such notice period Developer shall be entitled to terminate this Agreement unilaterally. The **DEVELOPER** may record the termination / cancellation of this Agreement by preparing a Memorandum of Termination / Cancellation and execute the same and/or get it registered with the appropriate Sub Registrar and with any other concerned authority under the applicable laws unilaterally without signature of the Allottee. Such Memorandum of Termination / Cancellation shall be binding upon the Allottee with the same spirit and intention as if such Memorandum was executed by the Allottee. The cost, charges and expenses incurred relating to the same by the **DEVELOPER** shall be to the account of the Allottee and the Allottee shall be liable to pay and reimburse the same immediately on demand by the **DEVELOPER** or the **DEVELOPER** can adjust such expenses from the part consideration paid by the Allottee.

It is provided further that upon termination of this Agreement, the **DEVELOPER** shall refund to the Allottee within a period of thirty days of the termination, the installments of Consideration Price which may till then have been paid by the Allottee to the **DEVELOPER** after adjusting _____%(As Agreed between both parties) of the Consideration as liquidated damages. If the installments of Consideration Price paid till then by Allottee are less than _____% (As Agreed between both parties) of the Consideration, then Allottee shall be required to pay to **DEVELOPER** and **DEVELOPER** will be entitled to recover the balance amount from the Allottee and the Allottee shall pay the same to **DEVELOPER** 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 **DEVELOPER** or in respect of the said Property and generally under this Agreement, save and except the amount to be received by the Allottee from the **DEVELOPER**, if any, as per above. On such termination and cancellation of the agreement, the **DEVELOPER** shall be entitled to sell or otherwise dispose-off the said Property in such manner and to such person(s) and upon such terms and conditions as the **DEVELOPER** in its absolute discretion deem fit and proper without any reference to and/or consent or concurrence of the Allottee and the Allottee shall not be entitled to claim any right title or interest in the said Property.

5. The specifications of the said Property with regard to the flooring, toilet fittings, sanitary fittings, etc.to be provided by the **DEVELOPER** are as set out in **ANNEXURE - D**, annexed hereto. It is to be noted that the said specifications are subject to change due to reasons beyond the control of the **DEVELOPER**. Also, the specifications as mentioned in the annexure are basic in nature and there may be some changes in the colour, size, brand, design, pattern, texture etc., subject to availability.
6. The **DEVELOPER** shall complete the said Project and obtain the Building Use permission and hand over the possession of the said Property on or before 31-12-2028, subject to payment of Total Purchase Consideration along with all the charges payable by the Allottee in respect of the said Property under this Agreement. If the **DEVELOPER** fails to get the Building Use permission by the aforesaid date (except delay due to Force Majeure conditions as mentioned below) then the **DEVELOPER** shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Property with interest at rate of SBI (Marginal cost of Landing Rate) + 2% per annum mentioned in the clause 4.1 herein above from the date the **DEVELOPER** received the sum till the date the amounts and interest thereon is repaid. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever against the said Property in any manner whatsoever and the **DEVELOPER** shall be entitled to deal

with or dispose of the said Property to any person or party as the **DEVELOPER** may desire at their absolute discretion. Other than as stated herein above, the Allottee shall not have any right to withdraw from or cancel this Agreement for sale.

Provided that the **DEVELOPER** shall be entitled to reasonable extension of time for getting the Building Use Permission on the aforesaid date, if the completion of said Property / Project is delayed on account of –

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

7. If the construction of the Project is completed and Building Use Permission is obtained ahead of estimated schedule, the balance payment under this Agreement will become payable on **DEVELOPER**'s demand against possession to be given by the **DEVELOPER** to Allottee as per clause 7.1, 7.2 and other applicable clauses of this Agreement and said Act. The Payment Plan as mentioned in clause 1.3 herein above shall deemed to be modified accordingly and the Allottee shall not raise any objection or dispute in this regard.

7.1 **PROCEDURE FOR TAKING POSSESSION:**

The **DEVELOPER** shall notify the Allottee about receipt of Building Use Permission of the said Property, within a period of 7 days from grant of Building Use Permission by the competent authority. The Allottee shall take possession of the said Property from the **DEVELOPER**, within a period of 15 days, from date when the said Property is notified in writing to be ready for delivery and possession to the Allottee by making all balance payments as per this Agreement. In any event within a period of one month from the date of issue of Building Use Permission, the Allottee shall make balance payments, and against such payments, **DEVELOPER** to hand

over possession of the said Property to the Allottee, and to execute and register Deed of Conveyance in favour of the Allottee in accordance with the other provisions herein.

7.2 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF THE SAID PROPERTY:

Upon receiving a written intimation from the **DEVELOPER** as per clause 7.1, the Allottee shall take possession of the said Property from the **DEVELOPER** by making all balance payments as per this Agreement by executing necessary indemnities, undertakings, Sale Deed and such other documentation as prescribed in this Agreement, and the **DEVELOPER** shall give possession of the said Property to the Allottee. In case the Allottee fails to make all balance payments as per this Agreement and 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 **DEVELOPER**'s other legal rights and remedies, including to terminate this Agreement, shall continue to be liable to pay maintenance charges, property taxes and "Holding Charges" as may be fixed by **DEVELOPER**, and the said Property 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 possession/Building Use permission of the said property or unit, the Allottee brings to the notice of the **DEVELOPER** any structural defect in the said Property then, wherever possible such defects shall be rectified by the **DEVELOPER** 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 **DEVELOPER** compensation equal to cost to cure / rectify such defect. Provided that the **DEVELOPER** shall not be liable to rectify any defect or for payment of any compensation in the following cases:

- a. If the cause of any such defect is not attributable to the **DEVELOPER** or are beyond the control of the **DEVELOPER**; or
- b. In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- c. **DEVELOPER** shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory-made products which are not considered as defect by the manufacturers or the supplier; or
- d. In case where guarantees and warranties are provided by the third parties, the same shall be extended to the ALLOTTEE and to honor such warranties and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual

- maintenance contracts or applicable licenses are not done/renewed by the ALLOTTEE/Management Body, the **DEVELOPER** shall not be responsible for any defects occurring due to the same.; or
- e. If the Allottee has defaulted in any of its representations or covenants as mentioned in clause 14 of this Agreement;
 - f. The Project Management Body or the Allottee has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/ Developer;
 - g. The Allottee has carried out any alterations of any nature in the said Unit which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, pipes, water supply connections or any erection or alteration in the kitchen, toilet etc. If any of such work/s is/are carried out, then the defect liability shall automatically become void.
8. The Allottee shall use the residential premises in the Project for residential purpose only and shall not be used for the commercial premises in the Project. Moreover, the residential premises shall never be used for the purpose of commercial activities of any nature whatsoever. The Allottee has agreed to this and on the basis of his assurance the Developer has agreed to sell the said Property to the Allottee.
9. Within 15 days after notice in writing is given by the Developer to the Allottee that the said Property 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 Project Land and Project, 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 Project Land and Project. Until the Project Management Body is formed, the Allottee shall pay to the **DEVELOPER** such proportionate share of outgoings as may be determined by **DEVELOPER**. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the **DEVELOPER** provisional monthly contribution as may be fixed by the **DEVELOPER** towards the outgoings. The amounts so paid by the Allottee to the **DEVELOPER** shall not carry any interest and will be used towards outgoings. Accumulated surplus if any will be finally transferred to the Project Management Body. 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 Property pay to the **DEVELOPER** such proportionate share of the outgoings as may be determined by the **DEVELOPER** and which are not covered in any other provisions of this agreement.
11. The Allottee shall pay to the **DEVELOPER** or to its order such amount as may be fixed by the **DEVELOPER** for meeting all

legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the **DEVELOPER** in connection with formation of the Project Management Body 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 **DEVELOPER** and Allottee in the matter of legal documentation work of transfer and vesting of the said Property, 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 said Property in favour of the Allottee, common areas and facilities, etc. to be handed over to the Project Management Body, will be prepared by the Attorney-at-Law or Advocate 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 thereunder. 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 said Property in favour of the Allottee and in respect of other legal documentation work as aforesaid.

12.2 If the legal transfer documents involve registration of conveyance, of common areas, spaces, amenities, in favour of Project Management Body, then the Allottee shall pay to the **DEVELOPER**, the Allottee's share of stamp duty, registration charges, and all other cost, charges and expenses, that may be required to be paid, spent or incurred with respect to such conveyance or any document or instrument of transfer. If the Allottee fails to pay such amount, then the **DEVELOPER** shall be entitled to deduct and/or recover the proportionate amount from the Monthly Maintenance/Maintenance Deposit paid by the Allottee to the Management Body.

12.3 The proposed draft of conveyance deed/sale deed to be executed between the parties is uploaded by the **DEVELOPER** on the website of the Real Estate and Regulatory Authority of Gujarat. The Allottee has studied understood and accepted it. It is agreed between the parties that the same at the sole discretion of **DEVELOPER** may be modified or altered as may be advised by the Attorney- at – Law or Advocate to the Project under clause 12.1 above as the nature and circumstances may require. The same without any reservation or objection shall be binding to the Allottee.

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER AND LAND OWNER:

The **DEVELOPER AND LAND OWNER** hereby represents and warrants to the Allottee as follows:

- i. The **LAND OWNER** has clear and marketable title with respect to the Project Land and has given the requisite rights to carry out development upon the

Project Land to the DEVELOPER and also has actual, physical and legal possession of the Project Land for the implementation of the Project.

- ii. The **DEVELOPER** has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.
- iii. The **DEVELOPER** informs the PURCHASER/ALLOTTEE that the **DEVELOPER** has not taken any Project Loan and has not created charge over the Project Land and/or units to be constructed thereon. In case the **DEVELOPER** obtains Project Loan in future then the **DEVELOPER** shall obtain NOC from the Bank/Financial Institution prior to execution of the sale deed of the said Property.
- iv. There are no litigations pending before any Court of Law with respect to the Project Land or Project except as may be mentioned in the title report.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said Property are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said Property shall be obtained by following due process of law and the **DEVELOPER** has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, and said Property.
- vi. The **DEVELOPER** and **LAND OWNER** 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 Allottee created herein, may prejudicially be affected.
- vii. The **DEVELOPER** has not entered into any further development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the Project and the said Property which will, in any manner, affect the rights of Allottee under this Agreement.
- viii. The **DEVELOPER** confirms that the **DEVELOPER** is not restricted in any manner whatsoever from selling the said Property to the Allottee in the manner contemplated in this Agreement.
- ix. The **DEVELOPER** has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties

and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the time Building Use Permission for the Project is not obtained;

- 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 **DEVELOPER/ LAND OWNER** in respect of the Project Land and/or the Project.
- xi. The **DEVELOPER** has provided vehicle parking spaces in the Project as per the provisions of the prevalent General Development Control Regulations. The **ALLOTTEE/S** hereby is aware and unequivocally agrees, consents and confirms that the **ALLOTTEE/S** and their family members shall park their vehicles only in their allotted/designated parking area and they shall not be entitled to park in visitor parking area or allotted parking area of any other member of the Project. All parking areas in the Project are on allotment basis and allotment rights are solely with the **DEVELOPER**. The **DEVELOPER** shall make the most efficient use of the provided parking area so as to maximize the number of parking slots available for parking of cars. There are two spaces for parking of vehicles – Hollow Plinth and 1 basement and in the basement there shall be few mechanical stack parking. The Allottee has been informed that Unit No. A-17 and A-18 in Block A (North Tower) and Unit No. B-19 in Block B (South Tower) shall be allotted six car parking's each and the rest of the Apartments/Units in the said Project shall be allotted 4 car parking's each. The allotment of car parking's shall be at the sole discretion of the **DEVELOPER** and it could be either in Hollow Plinth or Basement or both and it could be separate car parking and/or stackable car parking which will accommodate 2 stacked cars. The **DEVELOPER** shall issue parking allotment letters at the time of sale deed. The Allottee is aware that for purpose of better safety and security of premises and convenience to owners/end users, the entry/movement of heavy vehicles shall not be permitted inside the Project. The allotted car parking's can be sold/transferred along with the respective unit only.

- 14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Property may come, hereby covenants with the Developer as follows: -
 - i) To maintain the Unit at its own cost in good and tenantable repair and condition from the date that of

possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and/or the Unit itself or any part thereof without the consent of the local authorities, if required.

- ii) To carry out at his own cost all internal or external repairs to the said Property and maintain the said Property at his cost and expenses in the same condition, state and order in which it was delivered by the **DEVELOPER** to the Allottee and shall not do or suffer to be done anything in or to the building in which the unit is situated or the unit, 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.
- iii) Not to demolish or cause to be demolished the Unit 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 or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC Partis or other structural members in the Unit. Not to carry out any kind of civil work without the prior written permission of the Developer and/or the Management Body.
- iv) 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, or whereby any increased premium shall become payable in respect of the insurance.
- v) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Property in the common areas, roads and common portions of the Project land and the building in which the Unit is situated.
- vi) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement until all the dues payable by the Allottee to the **DEVELOPER** under this Agreement are fully paid up and written permission is granted by the **DEVELOPER**. The

DEVELOPER shall grant such permission at its own discretion and may even deny granting such permission. The condition that may be imposed for grant of permission shall be binding upon Allottee.

- vii) The Allottee shall observe and perform all the rules and regulations which the Project Management Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time including discipline for use of the said unit; for protection, maintenance, and generally for the common object and purposes of the Project; 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.
- viii) The Allottee shall also observe and perform all the stipulations and conditions laid down by the Project Management Body regarding the occupancy and use of the said Property and shall pay and contribute regularly and punctually towards the taxes, expenses maintenance charges or other out-goings in accordance with the terms of this Agreement.
- ix) The Allottee shall permit the Developer / Project Management Body and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or building or any part thereof to view and examine the state and condition thereof. The Allottee shall without delay, at his cost and expenses carry out any wants or defects pointed out to Allottee.
- x) The Allottee shall permit the Developer / Project Management Body and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or building or any part thereof, do all such work, matters and things the **DEVELOPER** / Project Management Body may require for the purposes of Project or otherwise may deem fit.
- xi) "Said Property" shall mean the self-contained construction of the unit, more particularly described in Second Schedule hereunder written and only related FSI used for the same.
- xii) The Allottee shall not be entitled to carry out any additional or further construction and shall not make any alterations or changes in construction or design thereof.
- xiii) The Consideration Price and/or transaction covered by this Agreement may at present or in future become liable to tax, cess, duty, etc. under any direct or indirect tax laws or similar other laws, by reason of any law or

on account of by judicial pronouncement or any 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 from the **DEVELOPER** at any time, over and above the Consideration Price.

- xiv) The Consideration Price of the said Property is one compact and composite consideration – price. The Allottee shall not be entitled for any running or final bill or estimate of land contribution, construction contribution, common development or any other separate detailed particulars of the Consideration. However, the **DEVELOPER** for relevant purposes of accounting or other requirements may split the same into different components for different account purpose.
- xv) If the Allottee shall desire to obtain a loan from any financial institution / bank (the “Institution”) then the **DEVELOPER** shall give all possible assistance but the onus of getting the loan sanctioned shall be solely on the Allottee. In case if the Allottee is not able to get the loan sanctioned then it shall make necessary arrangements from its own sources to pay the installments as mentioned herein. Non-sanctioning of loan or any delay in sanction of loan for any reasons whatsoever, shall not be considered as legitimate reasons for the delay and the Allottee shall be liable to pay the interest and penalty as agreed in this Agreement. If the loan amount is to be disbursed as per progress of the work or otherwise, and payable by the Institution directly to the **DEVELOPER**, the Allottee hereby gives consent / permission for the same. The **DEVELOPER** will be entitled to claim and receive such payment directly from the Institution and the Allottee hereby gives irrevocable consent for the same to **DEVELOPER** and Institution. Such disbursements made by the Institution to the **DEVELOPER** shall be debited by Institution to loan account of Allottee and to be received by **DEVELOPER** towards the Price Consideration and other amounts to be received under this Agreement.
- xvi) All right, title and interest of the Allottee is restricted to and to be read, understood and interpreted in relation to the said Property only. The Allottee is aware that the other units situated in the Project shall be transferred to other Allottees in future, and agreements and Sale deeds/ Conveyance Deed will be made in favor of such other Allottees. The Allottee is also aware that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein. It is agreed that the Allottee will be entitled to use and enjoy the

undivided common facilities only after and upon payment of necessary charges/fees and by becoming member of proposed Management Body.

- xvii) That the Allottee is aware that the following 6 units have private terrace ownership rights. The Allottee hereby unequivocally agree, consent and confirm that the following terraces are restricted/limited facility belonging to the owner/occupier of the respective Unit. The Allottee(s) of other units shall not have any right, title or interest in the said private terraces of the Project. If any terrace spaces are appurtenant to a particular unit and as shown in the project brochure, then the same shall be for the exclusive use of the occupier of such respective unit. The Allottee(s) herein agrees that they shall not claim any right or interest in such terrace areas and shall not raise any dispute in this regard. The owner/occupier of the following 6 Units shall not make any permanent construction on the terrace.

Tower	Block	Unit No.	Type of Unit	Designated Space of Private Terrace
North	A	2	Duplex	On the 2 nd Floor
North	A	3	Duplex	On the 3 rd Floor
North	A	17	Triplex	On the 19 th Floor
North	A	18	Triplex	On the 20 th Floor
South	B	2	Simplex	On the 2 nd Floor
South	B	19	Duplex	On the 20 th Floor

The Allottee is aware and agrees that only (1) the terrace above A-17 triplex unit i.e. above the constructed portion of 19th Floor in Block A – North Tower, (2) the terrace above A-18 triplex unit i.e. above the constructed portion of 20th Floor in Block A – North Tower and (3) the terrace above B-19 duplex unit i.e. above the constructed portion of 20th Floor in Block B – South Tower shall all be common terraces for use of all unit purchaser/occupiers of the said Project. The Allottee is also made aware and agrees that both the common terraces i.e. common terrace on the 20th floor and the 21st floor in the Block A – North tower, shall only be accessible by the service lift and access to both the terraces shall only be from the 21st floor. Similarly the Allottee is also made aware and agrees that service lift going to 21st Floor in Block B – South Tower shall be used for access to common terrace of Block B – South Tower.

- xviii) The Allottee hereby covenants that it will not raise any hindrance, objection or requisition, dispute or grievance as inconvenience, discomfort, nuisance or annoyance for the construction of any type of legally sanctioned work being carried out by the

DEVELOPER nor shall make any claim in respect thereof. The Allottee agrees to extend his all cooperation in completion of the Project in general and the related work.

- xix) The over-all control and management of the said Project, implementation thereof, power to sell the units and other premises in the project, of all and every other related matter, in general shall be that of the **DEVELOPER**. The decision of the **DEVELOPER** in all matters shall be final and binding upon the Allottee herein and all other allottees in the Project. The **DEVELOPER** shall be entitled to undertake construction and develop the same in any manner **DEVELOPER** desires and decide. The Allottee shall extend all the co-operation to the **DEVELOPER** for the same.
- xx) The **DEVELOPER**, Project Management Body or any other Estate Management Agency ("EMA") under authority or agreement with **DEVELOPER** / Project Management Body will set up rules and regulations for the said Project pertaining to allocation, distribution, management, use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement of the Common Amenities as may be decided by them. The same shall be binding upon the Allottee and other allottees of said project.
- xxi) The right and interest of the Allottee is limited and restricted to said Property and right to use alongwith other allottees the Common Amenities of Project. The Allottee shall have right to Common Amenities to an extent planned, designed and provided by the Developer.
- xxii) As regards use of the said Property, the Allottee agrees that
 - a) The Allottee shall not use the said Property or permit the same to be used for any purpose, which may or is likely to cause nuisance or annoyance to other occupiers of the said Project or is illegal, immoral or is prohibited by law. The Allottee shall use the parking space only for the purpose of keeping or parking passenger vehicle.
 - b) The Allottee will not use or permit to be used the said Property or any part thereof for non-residential illegal or non-permissible purpose.
 - c) Not to store in the said Property any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing

of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- xxiii) The Allottee shall ensure that any document, paper or writings required to be signed by the Allottee is to be returned to the Developer immediately without any delay on the receipt of such document by the Allottee, duly signed at all places marked for signatures.
- xxiv) The right and interest of Allottee is limited to the said Property and Floor Space Index (FSI) utilized in construction of such said Property. All and every balance FSI, additional FSI, floating FSI, transferable FSI in relation to Project Land, or any purchasable FSI as per or under the applicable statutory Regulations, TDR available under the Slum Redevelopment Policy, Regulatory Provisions or generally available shall belong to the Developer and the Developer may utilize the same before the BU Permission for the Project is obtained. In such case the **DEVELOPER** shall get the revised plans sanctioned by taking consent of 2/3 Allottees of the said Project. However after the BU Permission of the said Project is obtained, the **DEVELOPER** shall have no rights or claim over any additional FSI and such rights shall be vested with the **Land Owner**.
- xxv) The Allottee will have to bear any Betterment charges or AUDA/Government related charges/levies or any town planning related charges that may come up in the future from time to time before or after the Sale Deed. The Allottee will bear and pay all present and future, applicable charges, property / municipal taxes, cess, etc. payable to the Central Government, State Government, AMC/AUDA and/or local authorities after the date of Building Use permission in respect of the Said Property.
- xxvi) The Allottee has also been given the Brochure of the project which also describes the project. However, the said Brochure is only for illustrative purposes and is not to be construed as a binding legal document. The images shown in the brochure are computer stimulated representations and are subject to error and omissions. The furniture and fixtures, electrical appliances and other loose items shown in the

brochure are only for illustrative purposes and do not form a part of the standard product on sale. The furniture layout shown in the brochure is only suggestive and subject to change as per site conditions and as per the instructions of the Project Architect. The **DEVELOPER** reserves the right to make changes/alterations in the actual construction at site or in specifications or amenities of the Project as may be suggested by the Architect or Engineer of the Project. The Allottee hereby gives his irrevocable consent for any such change/modification/variation in the layout/plans/specifications of the Project and the Allottee waives his right to inspect/demand inspection of any such change/ modification/ variation, provided such changes or modifications do not adversely affect or alter the said Property.

- xxvii) The Allottee represents that they have understood and are completely satisfied with the specifications, plans, lay out, brochures, approvals, title of the Project Land and the said Property, price and the manner in which the **DEVELOPER** proposes to develop the Said Property.
- xxviii) Irrespective of disputes if any which may arise between the **DEVELOPER** and Allottee or with other purchasers, the liability of the Allottee herein to pay the amounts payable by him/her/them to the Developer shall remain unaffected and the Allottee hereby undertake to pay, punctually all such amounts and shall not be withheld the same for any reason whatsoever.
- xxix) Any delay or indulgence shown by the **DEVELOPER** in enforcing the terms of this Agreement or any forbearance or relaxing the payment schedule or any installment thereof by the **DEVELOPER** shall not be construed as a waiver on the part of the **DEVELOPER**.
- xxx) The Allottee shall not have any objection if any portion of the said Project Land is handed over to the electric supply company for putting an electric sub-station or other infrastructure and the **DEVELOPER/LAND OWNER** shall be entitled to give such part of the Project land to the said company or any other body for such purpose on such terms and conditions as may be agreed between the **DEVELOPER/ LAND OWNER** and the said company and the same shall be binding on the Allottee and the said Project Management Body.
- xxxi) The Allottees agree that though they shall become free, independent and absolute owners of the said unit, the said unit shall be used, occupied and transferred by them as per rules and regulations that shall be framed by said Project Management Body.
- xxxii) The Allottee hereby acknowledges that even after the Management Body has been formed with respect to the

said Project, the **DEVELOPER** shall be entitled to sell or in any other manner transfer the un-sold units in the said Project to any third party on such terms and conditions as it may deem fit and such Allottee/transferee of un-sold units shall be entitled to become member of the Management Body and use all common areas and facilities in the Project at par with other unit Allottees/occupiers.

xxxiii) “**THE STOREYS - GOLF COAST**” project is presently being developed in one of the sectors of Adani Shantigram Township. The said Township may include bungalows, row houses, villas, hotel, club, Business Park, shops, apartments, flats, offices, Township Infrastructure, etc. The Allottees hereby covenants that it shall not raise any objections against inclusions/exclusions of any sub-project or any type of construction being made in the Adani Shantigram Township and the Developer/Land Owner shall be entitled to make any type of legally permissible construction / development in the township land. The Allottees hereby covenants that the **DEVELOPER** and/or township developer/owner shall be entitled to develop the project as well as the other areas/projects in the said Adani Shantigram Township and to undertake construction activities without any hindrance, objection or requisition from the Allottee/s notwithstanding any perceived or actual nuisance or inconvenience that may be caused owing to the construction work. The Allottee/s hereby covenants with the **DEVELOPER** that the rights and entitlements of the Allottee/s are limited only to ‘**THE STOREYS - GOLF COAST**’ project. The Allottee/s has no rights or entitlements in the balance portion of the said Adani Shantigram Township Land or in any of the Projects that may be developed therein.

xxxiv) The Allottee hereby declares that the **Land Owner** has the right to utilize Floor Space Index (“FSI”) as per the Residential Township Policy, 2009 for the entire Adani Shantigram Township including Project Land. The Purchaser(s)’s right over the FSI is restricted to the extent of actual construction being agreed for the said Project under this Agreement. The FSI being floating FSI (for the entire Township Land) under the Township Policy, the **Land Owner** will have exclusive right to use the balance FSI in any other part of the Project / Township. The Purchaser(s) will have no right / claim over any current or future available FSI over and above the FSI utilized for construction of the said Project as per the approved plans.

The Allottee hereby gives his unconditional consent to utilize the balance FSI as available under the Township Policy to be used by the **Land Owner** as per the **Land Owner's** discretion and as per the regulations under the said Residential Township Policy, 2009 or any other applicable law. The Allottee will have no right to do any additions in the construction / FSI on the Project Land. The Allottee agrees that if in future there is any additional FSI available from the competent / appropriate authority for construction, then the **Land Owner** shall remain its absolute owner and shall have full right to make additional construction on the Township or any part thereof, or the **Land Owner** can use such additional FSI at any other location. The Allottee / Management Body shall have no claim or right for such additional FSI rights or proceeds realized from additional construction / sale of FSI rights.

15. The **DEVELOPER** shall maintain a separate account in respect of sums received by the **DEVELOPER** from the Allottee on account of the share capital for the promotion of the Project Management Body or towards the legal charges and shall utilize the amounts only for the purpose for which they have been received.
16. The Allottee does not get any right, title or interest in the said Property by virtue of this Agreement for Sale. The titles of the said Property shall be transferred to the Allottee only after payment of full and final Price Consideration amount (including all aforesaid charges) and upon execution of final sale deed in favor of the Allottee. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, transfer, conveyance, demise or assignment in law, fact or equity of the said Property or any part thereof until actual transfer and vesting in favor of Allottee in accordance with the provisions of this Agreement shall take place, which shall take place only after full amount of consideration and all other amounts under this Agreement are paid by Allottee to **DEVELOPER**. The Allottee shall have no claim save and except in respect of the said Property hereby agreed to be sold to him and all open spaces, parking spaces, recreation spaces, common amenities, and all and every remaining part of the Project, will remain the property of the **DEVELOPER**.
17. After the **DEVELOPER/ LAND OWNER** executes this Agreement he shall not mortgage or create a charge on the said Property 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 said Property.
18. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the **DEVELOPER** does not create a binding obligation on the part of the **DEVELOPER** or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and Annexures along with the payments due as stipulated in the Payment Plan without any delay and secondly, appears for registration (if required) of the same before the concerned Sub-Registrar as and when intimated by the **DEVELOPER**. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 8 (eight) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the **DEVELOPER**, then the **DEVELOPER/ LAND OWNER** shall serve a notice to the Allottee for rectifying the default, which if not rectified within 8 (eight) days from the date of its receipt by the Allottee, booking of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever within 30 days of cancellation after deducting an amount of Rs. 5,00,000/- or 5% of the total purchase price, whichever is more, as administrative charges.

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

19. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said property.

20. RIGHT TO AMEND:

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

21. PROVISIONS OF THIS AGREEMENT APPLIABLE 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 said Property, in case of a transfer, as the said obligations go along with the said Property for all intents and purposes.

22. SEVERABILITY:

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

incorporate the agreement and terms agreed upon between the **DEVELOPER** 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 thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to said Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

24. FURTHER ASSURANCES:

All 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 Land Owner and the **DEVELOPER** through its authorized signatory at the **DEVELOPER's** Office, or at some other place, which may be mutually agreed between the **DEVELOPER** and the Allottee, and after the Agreement is duly executed by the Allottee and the **DEVELOPER** 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 Developer 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 **DEVELOPER** of the Allottee nor shall the same in any manner prejudice the remedies of the **DEVELOPER**.

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

Name of Allottee :
Address :
E-mail ID :

Name of Developer : Adi Shantigram Storeys LLP
Address : Ground Floor, Heritage Tower, B/h
Visnagar Bank, Ashram Road,
Usmanpura, Ahmedabad-380014,
E-mail ID : _____

It shall be the duty of the Allottee and the **DEVELOPER** 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 **DEVELOPER** 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 **DEVELOPER** 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 Developer to the first of such joint Allottee.
- 30.5 The Allottee inter-se shall not be entitled to subdivide the said Property, the intent being the said Property shall stand in the names of the joint Allottees as one single unit.

31. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and Registration of this Agreement, Conveyance Deed and any document/s, paper/s and writing/s executed by **DEVELOPER/ LAND OWNER**, Allottee or any other person in furtherance of this Agreement shall be borne by the Allottee. Further if the said agreement is required to be cancelled in any manner then all the expenses for the same shall also be borne by the Allottee only.

32. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to 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 in Ahmedabad will have the jurisdiction for this Agreement.

34. NAME OF PROJECT:

The Project shall always be known as **“THE STOREYS GOLF COAST”** and this name shall not be changed without the express written permission of the **DEVELOPER**. However, the **DEVELOPER** may change the name of the Project at any time.

35. ADVERTISEMENT

The **DEVELOPER** 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 Developer accepts no responsibility in respect thereof.

37. NO POSSESSION:

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

38. THAT the LAND OWNER, ADANI ESTATE MANAGEMENT PRIVATE LIMITED, has authorized and appointed Mr. _____, as the Authorized Signatory of the said LAND OWNER, to sign and execute and register the Sale Deed on behalf of the said LAND OWNER.

39. THAT the DEVELOPER, ADI SHANTIGRAM STOREYS LLP, has authorized and appointed Mr. AADARSH UTKARSH SHAH, as the Authorized Signatory of the said DEVELOPER, to sign and execute and register the Sale Deed on behalf of the said DEVELOPER. That Mr. AADARSH UTKARSH SHAH has executed a Specific Power of Attorney dated _____ registered before the Sub Registrar of _____ at serial no. _____ dated _____ whereby he has appointed Mr. _____ and Mr. _____ (jointly or severally) as his Attorney to present any agreements/documents which have been executed by Mr. AADARSH UTKARSH SHAH for the purpose of registration before the appropriate Sub Registrar.

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

:-THE SCHEDULE-I ABOVE REFERRED TO:-
(Description of Project Land)

All that piece and parcel of the following Non Agricultural Lands admeasuring about 4,950.22 sq. mtrs. out of the Larger Land admeasuring about 18,541 sq. mtrs situate, lying and being at Moje Dantali, Taluka Gandhinagar, in the registration district of

Gandhinagar and Sub District of Gandhinagar Zone - 1 and the details of bifurcation of the said land admeasuring about 4,950.22 sq. mtrs out of the said Larger Land is mentioned in the table hereunder:

Sr. No.	Block/Survey No. Number	Total Area of the Block Number (in sq. mtrs.) (Larger Land)	The portion of the land from the total area of the Block Number to be developed by the Developer being the Subject Land (in sq. mtrs.) (said Project Land)
1	Block No. 348 (old Block No. 506)	4113	1086.99
2	Block No. 347 (old Block No. 507)	7153	1812.78
3	Block No. 349 (old Block No. 508)	7275	2050.46
Total		18541	4950.22

The said Project Land is bounded as under:

On or towards North : 18 mtr. wide D.P road

On or towards South : New Block No.347/ paiki (Old Block No.507/paiki)

On or towards East : New Block No.355 (Old Block No.502/C)

On or towards West : 18 mtr. Wide road

-:THE SCHEDULE-II ABOVE REFERRED TO:-
(Description of Said Property)

ALL THAT Unit No. _____ situated on _____ floor of _____ Block of the said Project “THE **STOREYS - GOLF COAST**”, having a Carpet area of _____ square feet, equal to _____ square metres; being constructed on Non Agricultural Lands bearing New Block No. 348 paiki admeasuring 1,086.99 Sq. mtrs., New Block No. 347 paiki admeasuring 1,812.78 Sq. mtrs. and New Block No. 349 paiki admeasuring 2,050.46 Sq. mtrs. totally admeasuring about 4,950.22 sq. mtrs situate, lying and being at Moje Dantali, Taluka Gandhinagar, in the registration district of Gandhinagar and Sub District of Gandhinagar Zone 1. The detail of the carpet area(As per the said Act) and other appurtenant areas of the said Property meant for exclusive use of the Allottee are as follows:

Unit No	RERA Carpet Area (sq. mtrs.)	Balcony Area (sq. mtrs.)	Wash area (sq. mtrs.)	Exclusive Terrace area (sq. mtrs.)	Total Area (sq. mtrs.)	Proportionate undivided land (sq. mtrs.)

The said Unit is bounded as under:

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

-: THE SCHEDULE-III ABOVE REFERRED TO:-

(Details of common areas and facilities of Project)

- 4 passenger lifts (2 in each block)
- 2 service lifts (1 in each block)
- Amenities lift
- Swimming pool
- Senior Citizen lounge
- 2 waiting lounges
- Gymnasium
- Yoga studio
- Salon
- Common washrooms
- Multipurpose hall with kitchen
- Home theatre
- Business center
- Admin office
- Indoor games zone
- Lounge

- Creche
- Green podium space
- Play area

SIGNED, SEALED & DELIVERED)
BY THE WITHIN NAMED:)
ADANI ESTATE MANAGEMENT)
PRIVATE LIMITED)
Through its Authorized Signatory)
Mr. _____)

SIGNED, SEALED & DELIVERED)
BY THE WITHIN NAMED:)
ADI SHANTIGRAM STOREYS LLP)
Through its Authorized Signatory)
Mr. _____)

Witnesses:

- 1. _____
- 2. _____

ANNEXURES

ANNEXURE - A

(Copy of Commencement Letter / Rajachitthi)

ANNEXURE - B

**(Copy of Real Estate Regulatory
Authority Certificate)**

ANNEXURE - C

(Copy of Unit plan)

ANNEXURE - D

**(Details of fixtures and fittings with flooring, sanitary fittings
and specifications of Unit)**

- Wall Finish
 - o Internal plaster with putty finish
 - o External plaster with acrylic paint/exposed RCC/texture
- Flooring
 - o Arrival lounge, formal living room, dining, family room, master suite/s and kitchen – Imported marble
 - o All other bedrooms - Wooden flooring
 Utility: Natural stone/ Vitrified tiles
 - o Balcony – Anti skid tiles flooring
- Doors and Windows
 - o Main door – Polished flush door with wooden frame
 - o Toilet doors – Flush door with wooden frame with paint on both sides
 - o Aluminium sections with DGU glass
- Toilets
 - o Designer vitrified tiles and wall dado upto lintel level
 - o CP and sanitary fittings- Kohler/ToTo/V&B or equivalent make
- Air-conditioning
 - o VRV air conditioning in all bedrooms, dining, living room, family room and kitchen
- Water System
 - o Centralized pressure pump
 - o Individual heat pump for hot water supply in each apartment

SCHEDULE AS PER SECTION - 32 A OF REGISTRATION ACT

LAND OWNER

SIGNATURE	PHOTOGRAPH	LEFT HAND THUMB PRINT

ADANI ESTATE MANAGEMENT PRIVATE LIMITED Through its
Authorised Signatory Mr. _____.

ALLOTTEE:

SIGNATURE	PHOTOGRAPH	LEFT HAND THUMB PRINT

DEVELOPER

SIGNATURE	PHOTOGRAPH	LEFT HAND THUMB PRINT

ADI SHANTIGRAM STOREYS LLP Through its Authorized Signatory
Mr. _____.



IN-GJ61304729268244X



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ61304729268244X
Certificate Issued Date : 20-Feb-2025 04:54 PM
Account Reference : IMPACC (FI)/ gjelimp10/ POLYTECHNIC/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJELIMP1033876330954636X
Purchased by : ADI SHANTIGRAM STOREYS LLP
Description of Document : Article 29 Indemnity Bond
Description : AFFIDAVIT CUM DECLARATION
Consideration Price (Rs.) : 0
(Zero)
First Party : ADI SHANTIGRAM STOREYS LLP
Second Party : Not Applicable
Stamp Duty Paid By : ADI SHANTIGRAM STOREYS LLP
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)

SR. NO. 277/2025
JAIMIN B. TRIVEDI
NOTARY
GOVT. OF INDIA
21 FEB 2025



IN-GJ61304729268244X

0033182966

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



NOTICE

The contents of this e-stamp certificate can be verified at www.shcilestamp.com, Stock Holding mobile application "EStamping" or at Stock Holding Branch/ Centre (the details of which are available at www.stockholding.com).

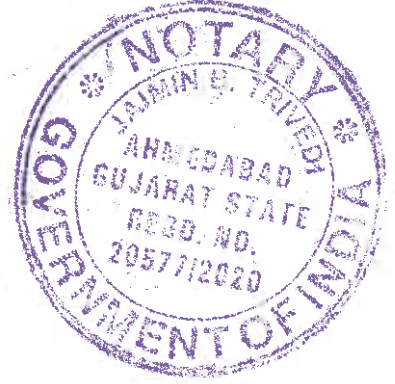
- Any alteration to this certificate renders it invalid and would constitute a criminal offence.
- Kindly contact Stock Holding Branch / Centre in case of discrepancy.
- For information related to e-Stamping you may write to us on our email id estamp.ahmedabad@stockholding.com or visit our Branch/Centre.

સુચના

- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રની વિગતો www.shcilestamp.com દ્વારા અથવા સ્ટોક હોલ્ડિંગની "ઈસ્ટેમ્પિંગ" મોબાઈલ એપ્લિકેશન અથવા સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર (જેની વિગતો www.stockholding.com પર ઉપલબ્ધ છે) પર જઈ ને ચકાસી શકાય છે.
- આ પ્રમાણપત્રમાં કરેલ કોઈપણ ફેરફાર અમાન્ય છે અને તે ફોજદારી ગુનો બને છે.
- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રમાં કોઈપણ વિસંગતતા જણાય તો સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર પર સંપર્ક કરવો.
- ઈ-સ્ટેમ્પિંગ સંબંધિત જાણકારી માટે અમને estamp.ahmedabad@stockholding.com પર ઈ-મેઈલ કરવો અથવા અમારી શાખા / કેન્દ્ર ની મુલાકાત લેવી.

AFFIDAVIT CUM DECLARATION

TO,
THE HON'BLE SECRETARY,
GUJARAT REAL ESTATE REGULATORY AUTHORITY,
4TH FLOOR, SAHYOG SANKUL, SECTOR 11,
GANDHINAGAR-382011



SUB: AFFIDAVIT CUM DECLARATION

This Affidavit cum Declaration is made at Ahmedabad on 20th February, 2025 in respect of our project **"THE STOREYS GOLF COAST"** being processed for an application for Registration of registration under RERA regulations.

In this regards we hereby represent and declare as under:

1. That the **"ADANI ESTATE MANAGEMENT PRIVATE LIMITED"** (Hereinafter referred to as **"Land Owner"**) is in process of developing Residential Township namely **"Shantigram"** (Hereinafter referred to as the said **"Township"**) in a phased manner on the total land admeasuring about 600 acres (Hereinafter referred to as **"Township Land"**).
2. That the Government of Gujarat, Urban Development and Urban Housing Department, Gandhinagar, had prior to our purchase of the aforesaid Township Land had already granted in-principal permission for development of Residential Township as per its order, dated 28.06.2010, bearing No. PRCH-102010-3013-D(SHANTIGRAM) – L which has been revised on 03.04.2023.
3. The land owner has performed a joint development agreement with **ADI SHANTIGRAM STOREYS LLP** (Hereinafter referred to as **"Declarant"**) for developing a project of residential flats under the name **"THE STOREYS GOLF COAST"** (Hereinafter referred to as the **"Project"**) on a part of the Township Land, more specifically described in **Schedule** attached herein below. That as per the approved plan of the project **"THE STOREYS GOLF COAST"** it shall comprise of **35 residential flats**.
4. It is hereby represented that as per the understanding of Regulations for Residential Township-2009, the Floor Space Index (**"FSI"**) in a Township is calculated on gross plot area as Global FSI and can be freely consumed within the Township irrespective of the FSI prescribed in any zone in which the approved Township is situated. As per the Regulation for Residential Township 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.
5. It is represented that with the honest and *bona fide* intention to make every members unit holders aware with the aforesaid clarity and to enhance the transparency in all the respective future transactions, the Declarant and the Land Owner have inserted the relevant clauses in Agreement to Sale/ Sale Deed and such clause/s shall definitely act as a safeguard to the interest of all the *bona fide* members / unit holders of distinct projects in the Township including this Project, from any unforeseen future disputes or undue claims from any person in future. However, to further clarify, it is hereby declared and affirmed that, post the completion of said Project & entire Township and conveyance of all the unit holders in the said Project, the Township Developer, i.e. the land owner, shall act as per the provisions applicable in prevailing laws, township regulations in case of any additional FSI available on the Project individually.

423
X

X C. S. V. P. S.

6. It is thus represented that the clause/s shall operate as beneficial on both ends i.e. provide clarity and transparency to the entitlement of each respective members, unit holders and for the Declarant and Land Owner at the same time and shall also act as strong defense against any undue claims in future.

Considering the above understanding and honest intention of the Declarant, we hereby request to kindly allow us "to retain" such clause/s in Agreement to Sale/ Sale Deed in the best interest of all parties concerned. We hope, the above explanations and declaration shall appease your concern.

Sincerely,

For, ADI SHANTIGRAM STOREYS LLP



Authorized Signatory
(Declarant)



&

For, Adani Estate management Pvt Ltd



Authorized Signatory
(Land Owner)



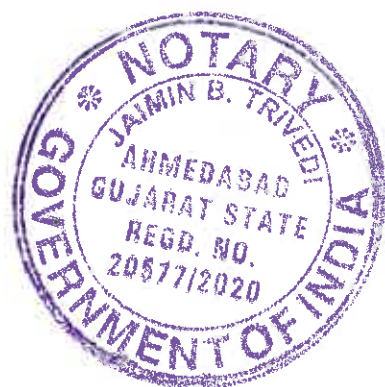
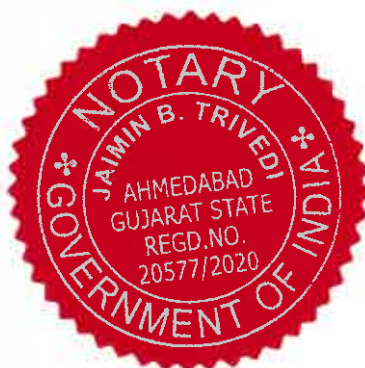
SIGNED
BEFORE ME

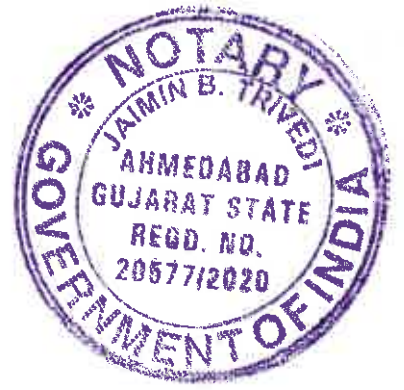
Boived
JAIMIN B. TRIVEDI
NOTARY
GOVT. OF INDIA
21 FEB 2025

IDENTIFIED BY ME
ADVOCATE / PERSON

Name :

Enroll No.....





-: THE SCHEDULE ABOVE REFERRED TO:

[Part of Township Land – “THE STOREYS GOLF COAST” Land]

All those piece and parcels of Non-Agricultural Lands bearing old Block/Survey no.347,348,349 (Old-506,507,508) Old Plot No R-14(Part), New Plot No – R-31 aggregating to 4950.22 sq. mtrs. situate, lying and being at Village - Dantali, Taluka - Gandhinagar in the Registration District of Gandhinagar and Sub District of Gandhinagar.

Verified by me at AHMEDABAD date 21 FEB 2025



Deponent (Declarant)



Deponent (Land owner)



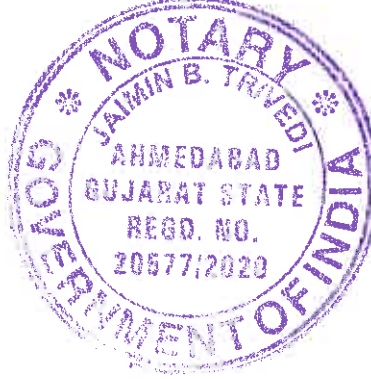
ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ

ભારત સરકાર

Unique Identification Authority of India

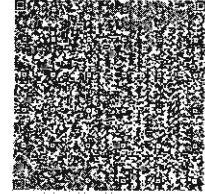
Government of India

નોંધણીની ઓળખ / Enrollment No.: 0124/25103/00558



To
શ્રેયસ પટેલ
Shreyas Patel
B-1-1202, Meadows Adani Shantigram Township
Near Vaishnavdevi Circle Sarkhej Gandhinagar Highway
Khodiyar
Khodiyar
Daskroi Ahmedabad
Gujarat 382421
9099055169

06/04/2014
146226206



તમારો આધાર નંબર / Your Aadhaar No. :

3754 0030 6805

મારો આધાર, મારી ઓળખ



ભારત સરકાર

Government of India



શ્રેયસ પટેલ
Shreyas Patel
જન્મ તારીખ / DOB : 19/11/1977
પુરુષ / Male

3754 0030 6805

મારો આધાર, મારી ઓળખ

S.V. Patel



ભારતીય વિશિષ્ટ યોજનાણ પ્રાધિકરણ

ભારત સરકાર

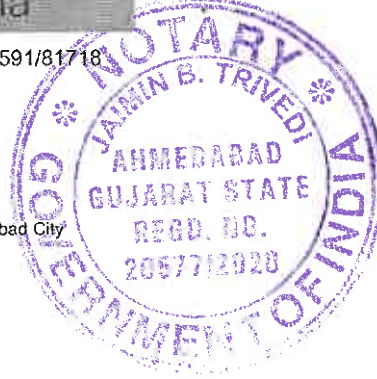
Unique Identification Authority of India

Government of India

નોંધણીની યોજના / Enrollment No.: 0000/00591/81718

To.
આદર્શ શાહ
Aadarsh Shah
C/O Aadarsh Ulkarshbhai Shah
'ANANTAM' Bungalow
Rajpath - Rangoli 100 ft Road
Near Shashwat Bungalow Bodakdev Ahmedabad City
Bodakdev Ahmedabad
Gujarat 380054
9879544140

17/01/2012



Ref: 2174 / 04U / 232188 / 232251 / P



SB002917078FH



તમારો આધાર નંબર / Your Aadhaar No. :

3839 6777 8398

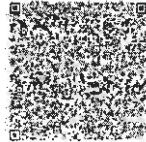
મારો આધાર, મારી યોજના



ભારત સરકાર

Government of India

આદર્શ શાહ
Aadarsh Shah
જન્મ તારીખ / DOB : 20/03/1991
પુરુષ / Male



3839 6777 8398

મારો આધાર, મારી યોજના

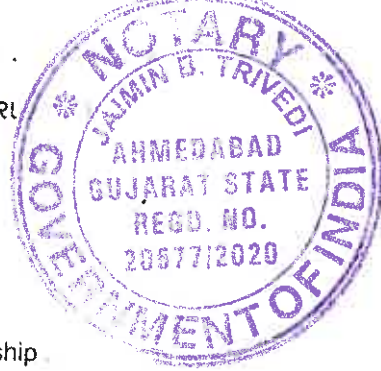
For Adishankhram Storeowner Affidavit only

(Signature)



નિર્દેશ

- આધાર ઓળખનું પ્રમાણ છે, નાગરિકતાનું નહિ.
- ઓળખનું પ્રમાણ ઓનલાઇન ઓથેન્ટિકેશન દ્વારા પ્રાપ્ત કરો.



INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

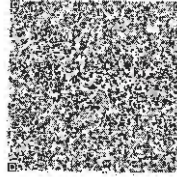
- આધાર દેશભરમાં માન્ય છે.
- આધાર ભવિષ્યમાં સરકારી અને બિન-સરકારી સેવાઓનો લાભ મેળવવામાં ઉપયોગી થશે.
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

04U/232188



ભારતીય વિશિષ્ટ ઓળખતા પ્રાધિકરણ
Unique Identification Authority of India

સરનામું: આદર્શ ઉત્કર્ષભાઈ શાહ, અનંતા બંગલોઝ,
રાજપથ - રંગોલી 100 ફીટ રોડ, શશ્વત બંગલોઝ પાર્ક,
બોડાકડેવ, અમદાવાદ સિટી, બોડાકડેવ, અમદાવાદ,
ગુજરાત, 380054
Address: C/O Aadarsh Utikarshbhai Shah,
'ANANTAM' Bungalow, Rajpath - Rangoli 100 ft
Road, Near Shashwat Bungalow, Bodakdev,
Ahmedabad City, Bodakdev, Ahmedabad, Gujarat,
380054



3839 6777 8398



1947



help@uidai.gov.in



www.uidai.gov.in

for Ad's handwriting Stores up Affidavits only

[Handwritten signature]