

AGREEMENT TO SELL (VILLA)

BETWEEN

ARVIND LIMITED

AND

Villa NO. _____, PROJECT - "FORRESTE 5"

DATED: _____, 2022

This is a model form of the Agreement to Sell, which may be modified and adapted in each case having regard to the facts and circumstances of the respective case. Provided that the clauses in this Agreement to Sell shall not be inconsistent with the provisions of the Real Estate (Regulation and Development) Act, 2016 or the Rules and Regulations made thereunder.

Agreement to Sell

This Agreement is made at Ahmedabad on this the _____ day of _____, Two Thousand & Twenty (____ - ____ - 2022).

Between

M/S ARVIND LIMITED, (PAN: AABCA 2398D), a Public Limited Company incorporated on 01/06/1931 under CIN no. L17119GJ1931 PLC000093 having its registered office at: Naroda Road, Ahmedabad-382721, Gujarat, INDIA, through its authorized representative Mr. _____ vide Board Resolution dated-_____.

Hereinafter referred to as “**Promoter**” which expression shall unless the context otherwise require include its successors, administrators and assigns of the first part;

And

[•], Adult residing at [•], India having PAN [•], Aadhaar No. [•].

Jointly with,

[•], Adult residing at [•], India having PAN [•], Aadhaar No. [•].

Hereinafter referred to as “**Allottee**” (which expression shall wherever the context so requires or admits, mean and include his/her/their legal heirs, executors, administrators, legal representatives and assigns) of the Other Part;

Reference to a gender includes a reference to all other genders and words in singular shall include the plural and vice versa.

Words and expressions used herein and not defined, but defined in the Real Estate (Regulation and Development) Act, 2016 (the “Act”), shall have the same meaning respectively assigned to them in the Act.

Recital

WHEREAS

- A. The Promoter has taken approval for development of mix-use township under the Residential Township Policy, 2009 of the Government of Gujarat vide in-principle sanction from the Urban Development and Urban Housing Department, Government of Gujarat vide an order bearing no. PRCH – 102012-5020-L dated 29th September 2012. Thereafter, Ahmedabad Urban Development Authority (“AUDA”) vide its letter dated 16th August 2013 bearing reference no. 08365 approved the township FORRESTE / FORRESTE 5 (“Township”) in pursuance of the permission of the Urban Development and Urban Housing Department, Government of Gujarat. Accordingly, the Owner has acquired and legally owns or is otherwise likely to acquire lands and the Promoter otherwise has legal and valid rights to develop the said acquired lands for development of an integrated Township on various lands of Village Karoli, Jethalaj and Khatraj, Taluka – Kalol, District – Gandhinagar, Gujarat, in total admeasuring 114362 square meters (approx.) or thereabouts. The Promoter intends to develop various projects within the approved Township as mentioned above from time to time depending upon market requirement / feasibility etc. . The Project land is Non agriculture land for Residential use. NA order for residential use issued by Collector Gandhinagar dated 11/09/2009 vide order number CB/JAMIN/BI.KHE/S.R.4/VASHI 16659 to 16668 /2009.
- B. The Promoter has planned a project named as FORRESTE 5(hereinafter referred to as the “Project”) on the part land falling under the approved Township covering an approximate land area of **58173** Sq. Meters comprising of villas, recreational spaces, commercial and retail spaces, club houses etc. as more particularly described in the First Schedule annexed hereto (“Project Land”). Being a very large Project, overall Project development is divided into Sectors.
- C. AUDA has issued a development permission vide certificate dated 22nd June 2022, bearing reference no. PRM/4/1/2022/103 (Development Permission”) permitting development of the residential buildings on the said Project Land including the Villa more-fully described in the Schedule A hereto. Being a large project, Promoter will from time to time seek

relevant approvals from concerned authorities to develop further areas within the Project for which approvals are yet to be taken.

Overall development of the Project will be carried out as per the Residential Township Policy, 2009 of the Government of Gujarat, as amended from time to time.

- D. The Allottee is offered a Villa bearing no [●], Type –[●], Sector –[●] (hereinafter referred to as the said “Villa”) being constructed in the said Project – Forreste 5, by the Promoter. The said Villa is more-fully described in the Schedule A annexed hereto.
- E. The Promoter has registered the Project – FORRESTE 5 vide Registration Number [REDACTED] under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations formulated thereunder with the Gujarat Real Estate Regulatory Authority (the “Regulatory Authority”). Authenticated copy of the registration certificate is attached as **Annexure-C** hereto.
- F. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Project Land and more specifically for the lands falling under the Villa being agreed to be allotted to the Allottee and the plans, designs and specifications prepared by the Promoter's Architects **Mr. Krunal Patel** and of such other documents as are specified under the said Act and the Rules and Regulations made thereunder;
- G. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, extract of Village Forms VI and VII and XII showing the nature of the title of the Promoter to the Project Land on which the said Villa is constructed or is to be constructed have also been inspected by the Allottee and is satisfied in respect of the same.
- H. The authenticated/sanctioned copies of the plans of the layout for the Project Land including Sectors (as defined hereinafter) thereof along with the sanctioned copy of the Villa as approved by the concerned local authority has also been inspected by the Allottee.
- I. The authenticated copies of the plans and specifications of the said Villa agreed to be purchased by the Allottee has been annexed and marked as **Annexure-A**.
- J. The Promoter has got some of the approvals from the concerned local authority(s) to the

plans, the specifications, elevations, sections and of the said Villa and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building completion certificate or occupancy certificate of the said Villa.

- K. 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 Promoter while developing the Project Land and the said Villa and only upon due observance and performance of which only the completion or occupancy certificate in respect of the said Villa(s) shall be granted by the concerned local authority.
- L. The Promoter has accordingly commenced construction of the said Villa in accordance with the said proposed plans.
- M. The Allottee has applied to the Promoter for allotment of a Villa bearing no. [•], Type – [•], Sector – [•], being constructed on the land Survey number _____ of Village Jethalaj, Taluka : Kalol, District: Gandhinagar, in the Project – **Forreste 5, (to be constructed on the Re survey number 147, 135, 136 and 150 of Village Jethalaj, Taluka – Kalol, District – Gandhinagar)** as more particularly described in the Schedule A herein. The Allottee confirms that the Allottee has entered into this Agreement out of his/her/its own free will and without any coercion, and after reviewing and understanding a draft of this Agreement. The Allottee has obtained suitable advice from his/her/its advisors prior to entering into this Agreement and the Agreement is being entered into with full knowledge and understanding of the obligations and rights under this Agreement and the applicable laws governing the same.
- N. The carpet area of the said Villa is [•] square meters and "carpet area" means the net usable floor area of an apartment or villa, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Villa for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Villa for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment or villa. Apart from the foregoing, the total area of the said Villa is more particularly described in the **Schedule A** hereto.
- O. 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 under these presents;

- P. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. [•]/- (Rupees [•] Only)** being part payment of the sale consideration of the said Villa agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- Q. Pursuant to the provisions contained under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Villa with the Allottee, being in fact these presents and also to register this Agreement with the concerned sub-registrar of assurances under the provisions of the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Villa.

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

1. The Promoter shall construct the said Villa and develop the Project on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Villa of the Allottee except any alteration or addition required by any Government authorities or due to change in law, subject to the provisions contained in clause 3.2

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the Villa bearing no. [•], Type – [•], Sector – [•] of carpet area admeasuring [•] Sq. Meters along with exclusive areas as more particularly described in **Schedule A** hereto (**hereinafter referred to as the said “Villa”**) as shown in the Villa layout plan thereof hereto annexed and marked Schedule-B for the consideration of **Rs. [•]/- (Rupees [•] only)** including the proportionate price of the common areas and facilities appurtenant to the said Villa, the nature, extent and

description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The aforesaid consideration is bifurcated into following categories –

Sr. No.	Cost Break up	Amount (in Rs.)
1	Basic Cost – Land	[•]
2	Basic Cost – Construction	[•]
3	Other Charges	[•]
Total		[•]

1(b) The total aggregate consideration amount for the said Villa mentioned herein above is thus **Rs. [•]/-** (**Rupees [•] only**) (the **“Total Consideration”**).

- 1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. [•] /- (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. [•] (Rupees only) in the following manner¹:-
- (i) i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Villa is located.
- iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Villa is located.
- iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Villa.
- v. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Villa.
- vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Villa is located.
- vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Villa is located.
- viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Villa to the Allottee on or after receipt of Building Use Permission / occupancy certificate or completion certificate.
- 1(d) The total price above excludes taxes (consisting of tax paid or payable by Promoter by way of Value Added Tax, Service Tax, and Cess or Goods and Service Tax (“GST”) levied by the Government of India, as may be applicable on the transaction of transfer and sale of Villa to the Allottee(s) or, any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Villa, which shall be separately payable by the Allottee in the manner as may be decided by the Promoter. Further, the GST rate applied

¹ Payment Schedule is subject to modification on case to case basis.

for this booking is based on best market practices and applicable norms existing as of date and any differential dues arising due to enhancement in the rate of GST as may be prescribed by the Government from time to time, shall be borne by the Allottee (s).

- 1(e) The Allottee (s) shall deduct TDS at one (1) percent only or, any other applicable rate from each and every payment being made to the Promoter towards the sale consideration including the basic price and other charges. Further, the Allottee(s) assumes the responsibility of depositing the said TDS so deducted by the Allottee (s) to the government entities as per Section 194-IA of the Income Tax Act, 1961 and agrees that in order to facilitate the Promoter in managing its taxes, the Allottee (s) shall share the relevant proof / copy of challan of such TDS / other proof of paid applicable taxes on the consideration amount, with the Promoter as soon as the same are received at the Allottee's end.
- 1(f) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments subject to clause 14 (xv) (c).
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Villa is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of *three percent*. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of 6 % (six percent only), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement. Notwithstanding anything contained herein, the area mentioned in the unit plans will vary because of plaster and column location and no adjustment / refunds of any nature whatsoever, will be made by the Promoter for such variation.
- 1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local

authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Villa to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Villa.

- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the said Villa to the Allottee and the common areas and facilities to the association of the allottees or undivided right, title and interest in the common areas and facilities to the Allottee, as may be permitted by the applicable laws and the rules framed thereunder, after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. (“**Payment Plan**”).

3.1

The Promoter hereby declare that the Floor Space Index Available as on date in respect of the project land is **348518.22** square Meters only and Promoter has planned to utilize Floor Spaces Index of **88991.07** square Meters by availing of TDR or FSI available on payment of premium of FSI available as incentive FSI by Implementing various scheme as mentioned in the development control regulation or based on expectation of increased FSI which may be available in future on modification to development control and regulations, which are applicable to the said project. The Promoter has discussed the floor space index of **259527.15** square Meters as proposed to be utilised by him on the project and allottee has agreed to the purchase the said villa based on the proposed construction and sale of Villa to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 3.2 FORRESTE 5 being a large Project, will be developed in various phases / sectors, hence, various phases and sectors will be designed by the Promoter at different times as may be required. The Promoter shall have the right to add new phases and sectors within the Project with newer building units / villas / other products as may be decided by the Promoter. The Allottee hereby gives his unconditional and irrevocable consent to the Promoter to add / modify the layout plans / building designs / FSI consumption / new product development etc. outside the specific Sector where the said Villa is situated. The Allottee shall not raise any objections with reference to any additions or modifications in any phase / new sector(s) outside his / her / its Sector and the Promoter shall need no further permission from the Allottee(s) for such additions or modifications in any phase / new sector(s). However, the Promoter will ensure that in case any modification is required due to architectural, technical or regulatory reasons or any reasons beyond the control of the Promoter in the specific Sector where the Allottee’s Villa is situated, such changes will be carried out in a manner that it does not cause any disadvantage to the Allottee to the

extent possible. It is further stated that the Promoter will not carry out any changes in the plan and specifications of the Villa without the prior consent of the Allottee.

The term “*Sector*” shall mean to include a group of Villas of a particular type or otherwise and shall also include any other building(s) forming part of such Sector and located within the Project. The term “*Sector*” and “*Sectors*” may be used interchangeably in accordance with the context thereof. For the sake of brevity, the Project and the Sector assigned to each Villa is mentioned in the Schedule “A” annexed hereto and is also represented in the villa location plan annexed as Schedule “C” hereto.

- 4.1 If the Promoter fails to abide by the time schedule for completing the Project and handing over the Villa to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, at the rate of interest of 5% (five percent only) per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Villa. The Allottee agrees to pay to the Promoter, interest at the rate of 5% (five percent only) per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of the Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three consecutive defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to deduction of 15 %(Fifteen percent) of the Total Consideration as agreed liquidated damages or any other amount which may be payable to the Promoter) within a period of thirty days of the termination, the instalments of Total Consideration of the Villa which may till then have been paid by the Allottee to the Promoter. In the event that the Allottee approaches the Promoter for cancellation of this Agreement / transaction herein, then the same deduction and refund terms shall be applicable.

The Allottee(s) further agrees that in case of termination of this Agreement by either Party, the Promoter and the Allottee(s) shall execute a cancellation deed to cancel this

Agreement and get the same registered with the office of the concerned Sub Registrar. The Allottee(s) further confirms that in case if he/she/it does not turn up / support the Promoter for execution and registration of the cancellation deed mentioned above, then the Allottee(s) agrees and authorizes the Promoter to solely execute and get the cancellation deed registered with the office of the concerned Sub Registrar. In the event such cancellation is being executed due to a failure on part of the Allottee, then that Promoter shall deduct/recover all costs related to the cancellation (including necessary stamp duty and registration fees) from the amount refundable by the Promoter to the Allottee(s). In case the Allottee delays the execution of the cancellation deed as per the terms of this Agreement for more than 30 days from the date of intimation of termination of this Agreement by the Promoter, the Allottee will be liable to pay an interest at the rate of 10% per annum on the Total Consideration value of the Villa.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said Villa are set out in **Annexure-B**, annexed hereto.
6. **The Promoter shall give possession of the Villa to the Allottee on or before 31st December 2028.** (the “**Scheduled Possession Transfer Date**”). If the Promoter fails or neglects to give possession of the Villa to the Allottee on or before the Scheduled Possession Transfer Date on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by it in respect of the Villa with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery / handing over the possession of the Villa on the aforesaid date, if the completion of the said Villa is delayed on account of -

- (i) war, riots, civil, disturbance / commotion or act of God or force majeure events including drought, fire, flood, cyclone, earthquake or any other calamity caused by nature;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) delay in issuance of occupancy certificate by the competent authority due to reason/s not attributable to the non-compliance of the Promoter.

- 7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate / Building use permission from the competent authority and the payment made by the Allottee as per the Agreement shall offer in writing the possession of the Villa, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Villa to the Allottee. The

Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The said proportionate maintenance charges will be determined on Township basis. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 (Thirty) days of receiving the occupancy certificate of the Project subject to the Allottee adhering to the terms of this Agreement.

- 7.2 The Allottee shall take possession of the Villa within two months of the written notice from the Promoter to the Allottee intimating that the said Villa is ready for use and occupancy.
- 7.3 **Failure of Allottee to take Possession of Villa:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Villa from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Villa to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable. Over and above the maintenance charges stated herein, the Allottee shall further also be liable to pay holding charges at the rate of Rs. 25,000/- (Rupees Twenty Five Thousand only) per month till the date on which the Allottee takes that actual possession of the Villa. Further, the Allottee will indemnify the Promoter against any loss or damage to the Villa due to failure on part of the Allottee to take possession of the Villa within two months of issuance of notice of possession by the Promoter to the Allottee.

Furthermore, all costs and expenses related to any loss / damage to the Villa caused by any natural or, other reasons not attributable to the Promoter happening after two months of the notice of possession by the Promoter will be solely borne by the Allottee.

In addition to any other charges / levies / taxes that the Promoter has to pay to any authority (ies) on account of any such taxes, levies, charges etc. on the Villa on account of the said Villa remaining unsold due to delay by the Allottee(s) in execution of the sale deed/deed of conveyance, in such case, the Allottee(s) shall be responsible for reimbursing the same to the Promoter.

- 7.4 If within a period of five years from the date of issuance of the notice for taking possession of the Villa to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Villa or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided that the Promoter shall not be liable for any structural defect or defects on account of workmanship quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter including but not limited to such defects / deficiencies arising out of natural causes like floods, earthquake, fire etc. Provided

further that normal wear and tear, maintenance and upkeep of the Villa will be carried out by the Allottee at his / her / its own cost. All costs incurred due to any damage or defect arising out of mishandling, inappropriate usage or any usage other than residential purposes will also be borne by the Allottee. All the above stated warranties pertain to the Villa building only and it does not cover add-ons like swimming pool, pergolas, lily ponds, gymnasium, soft and hard scaping etc. which may be developed based on specific mutual agreement between the Promoter and the Allottee.

Product warranty will cease to exist in case any unapproved / unauthorized change is carried out in the structure / internal layout plans of the Villa. In case, the Allottee chooses his /her / its own special specifications for materials to be used in the Villa, the Promoter warranties for such specific changes / materials shall not be applicable.

Fit outs and equipments like plumbing material, electrical, CP / sanitary wares, switches, DG Sets, common lights, compressor, STP, ETP, pumps and motors, lifts, Solar heaters, Air Conditioners, Swimming Pool equipments, gym equipment, other sports and club house equipments, Organic Waste Converter ('OWC'), valves, other electro-mechanical and electronic equipments, automation equipments etc., will be governed as per the warranty of specific suppliers / manufacturers. Such warranties will be limited to the standard timelines as provided by standard warranty clauses of the suppliers/manufacturers. To avail such warranty service from the respective suppliers/providers, the Allottee(s) /maintenance society or association of allottee(s) as the case may be, will directly coordinate and seek such services and the Promoter will provide all reasonable support to the Allottee(s)/ maintenance society or association of allottee(s) as the case may be, in this regard. After expiry of the standard warranties, the respective Allottee(s) / maintenance society or association of allottee(s) as the case may be, will bear all expenses for the maintenance of all such equipments/ fit outs etc.

8. The Allottee shall use the Villa or any part thereof or permit the same to be used only for purpose of residence.
9. The Allottee along with other Allottee(s) of the Township / Project shall join in forming and registering the society or association or a limited company, as the case may be (the **"Maintenance Society"**) to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Maintenance Society and for becoming a member, including the bye-laws or memorandum and articles of association of the proposed Maintenance Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Maintenance Society of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the memorandum and/or articles of

association, as may be required by the registrar of co-operative societies or the registrar of companies, as the case may be, or any other competent authority.

- 9.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Villa is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area and exclusive area (if any) of the Villa) of outgoings in respect of the Project Land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Maintenance Society is formed and the common areas and facilities and its management are transferred / handed over to the Maintenance Society or the undivided proportionate right, title and interests in the common areas and facilities along with the Villa transferred to the Allottee, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional proportionate contribution as may be intimated by the Promoter towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance for the common areas and facilities is executed in favour of the Maintenance Society or undivided right, title and interests in the common areas and facilities is executed in favour of the Allottee.
10. Over and above the amounts mentioned in this Agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the Villa shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provision of this Agreement.
11. The Allottee shall pay to the Promoter a sum as may be intimated by the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Promoter in connection with formation of the Maintenance Society and for preparing its rules, regulations, bye-laws and memorandum and articles of association and the cost of preparing and engrossing the conveyance or assignment of lease.
12. Being a Township proposed to be developed under the Residential Township Policy, 2009, certain land parcels of common use like cross-over roads, cross-over infrastructure, public gardens and public purpose infrastructure lands will be handed over to the Government as per the applicable laws. Lands pertaining to the common plots will be transferred under the control of the Maintenance Society / residents / resident societies / residents appointed agencies for their upkeep and maintenance. As and when any undivided share of common plots / internal roads etc. is transferred to the Maintenance Society / residents / association of residents, all expenses related thereto including stamp duty will be borne by the

Maintenance Society / residents / association of residents and the Allottee agrees to pay his / her / its proportionate share thereof.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the part of the Project Land falling under the Villa; as declared in the title report as provided to the Allottee and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- iii. There are no encumbrances upon the Project Land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the Project Land / land falling under Villa or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land / land falling under Villa 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 / land falling under Villa shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land / land falling under Villa and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land / land falling under Villa, including the Project and the said Villa which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Villa to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the common areas and facilities to the Maintenance Society or, undivided right, title or interests in the common areas and facilities to the Allottee, the Promoter shall handover lawful,

- vacant, peaceful, physical possession of the common areas and facilities, as may be allowed under the applicable laws / regulations;
- x. The Promoter has duly paid and shall continue to pay and discharge un disputed 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; such obligation of the Promoter shall continue until the date of receipt of the Occupancy Certificate or, any other similar permission.
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or served upon the Promoter in respect of the Project Land / land falling under Villa and/or the Project except those disclosed in the title report.

14. **Rights and Obligations of the Allottee:**

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

- i. To maintain the Villa at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Villa is taken and shall not do or suffer to be done anything to the Villa which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Villa itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Villa any goods which are of hazardous, combustible or dangerous nature or storing of which goods is objected to by the concerned local or other authority.
- iii. To carry out at his /her / their own cost all internal repairs to the said Villa and maintain the Villa in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Villa 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 Villa or any part thereof, nor any alteration in the elevation and outside colour scheme of the Villa and shall keep the portion, sewers, drains and pipes in the Villa and the appurtenances thereto in good tenantable repair and condition and shall not chisel or in any other manner cause damage to columns, beams,

walls, slabs or RCC, Pardis or other structural members in the Villa without the prior written permission of the Promoter and/or the Maintenance Society.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the buildings thereto or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Villa in any portion of the Project Land.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Villa and/or the amenities.

The Allottee shall be liable to bear and pay all taxes, charges for electricity and other services and common one time outgoings payable in respect of the Villa either as a direct liability or as part of the common outgoings for the Township, within fifteen days of the notice being given by the Promoter to the Allottee that the Schedule A Villa is ready for delivery of possession.

- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Villa by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Villa until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and a written no object certificate (NOC) is issued by the Promoter thereof.
- x. It is hereby agreed that the Allottee shall not put or allow to be put any Board, Name Plate, Sign Board and/or any other kind of display of any nature, on the common wall, main entry gate and/or on the exterior side of the development to be planned and/or in the open space in the property described in the First Schedule hereto or any part of the building / Township except whatever is provided by the Promoter, without the written consent of Promoter. The size, colour and place of the Board/signage (if any) shall be decided by the Promoter. The Allottee shall not put air conditioning units (indoor and / or outdoor) except as per the system approved by the Promoter.
- xi. The Allottee shall observe and perform all the rules and regulations which the Maintenance Society or apex body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to

time for protection and maintenance of the said Project / Township and the Villas therein and for the observance and performance of the applicable rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Maintenance Society /apex body/federation regarding the occupancy and use of the Villa and the amenities in the said Project / Township and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xii. Entry to site before handing over possession shall be permitted only on Sundays and National Holidays after prior approval from the Promoter. The Allottee shall not be permitted to enter the site on working days without written permission from the Promoter. No “House Warming” / “Gruha Pravesh” ceremonies shall be permitted before the handing over possession of the Villa by the Promoter. No external agencies / carpenters / modular kitchen agencies etc. shall be permitted to carry out any work in the Schedule A Villa of the Allottee before the handing over of the same.
- xiii. The Allottee(s) agrees that no transfer/resale of the Villa will be allowed for a period of 30 months from the start of construction of villa (Nov - 2015) or, 30 months from the date of booking of the Villa, whichever is later; except if the same is permitted by the Promoter in its sole discretion and on such terms and conditions as deemed fit by the Promoter. Thereafter, the Promoter may permit the Allottee to do so with a transfer fee payable to the Promoter along with such other terms & conditions as may be stipulated by the Promoter. However, the Allottee(s) will be free to sell / transfer the Villa after execution of final sale deed in favor of Allottee(s) by the Promoter subject to payment of transfer fees and other terms and conditions which may be specified from time to time by the Promoter.
- xiv. The Allottee shall pay betterment charges or any other charges levied by any local / Municipal / Urban Development Body / Government department in whatever names they are imposed by the concerned authorities or, re-allotment charges that may be levied by the AUDA / AMC or, any other authority as applicable either before or after the registration of sale deed in respect of the Villa as described in the Schedule A hereto.
- xv. The Allottee covenants to:
 - a) not to interfere with the rights of the Promoter to construct at such locations, as it may from time to time decide, any additional buildings/structures, sub-stations for electricity or office for management of the new building/s and build underground and overhead tanks structures for watchman cabin toilet

units for domestic servants/watchmen, septic tank, soak pits and other structures the locations of which are not particularly marked or shown in the building plans or layout plans and laying through or under or over the ground or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any of the Buildings and other structures which are to be developed and constructed by the Promoter, and raise any dispute in the Court by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise.

- b) bear and pay all present and future applicable taxes/levies/cesses and/or any increase thereto including service tax or Good and Services Tax ("GST"), local taxes, water charges, insurance, duties, cess and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, as and when demanded by the Promoter including but not restricted to service tax or, GST on sale of premises by the Promoter or on account of change of user of the Villa by the Allottee.
- c) Pay proportionate or full amount as the case may be towards deposit, services charges, supervision charges and any other such statutory demand from the government authorities for providing electrical power, energy meters, water connection, sewerage and drainage connection etc. as applicable, in addition to the agreed consideration of the said Villa.
- d) Pay to the Promoter share money, society admission fee, proportionate share of taxes, cess, Electricity charges, AUDA charges, statutory dues etc. on actuals and the legal charges within seven days of demand thereof by the Promoter.

15. **Obligations of Allottee who is non-resident of India:**

- 15.1 The Allottee if a resident outside India shall be solely responsible to comply with the provision of the Foreign Exchange Management Act, 1999 (FEMA) and the Foreign Exchange Management (Acquisition and transfer of Immovable Property in India) Regulation, 2000 and/or all other statutory provision as laid down and notified by Government of India or concerned statutory authorities from time to time, including those pertaining to remittance of payment for acquisition of immovable property in India.
- 15.2 For the purpose of remitting funds from abroad by the Allottee, the particulars of beneficiary are to be furnished.
- 15.3 The Promoter shall not be responsible towards any third party making payment/remittance on behalf of the Allottee and such third party shall not have any right

in the said Villa in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.

- 15.4 For the purpose of remitting funds from abroad by the Allottee, the following particulars of the beneficiary have to be provided by the Allottee:-

a) Beneficiary's Name

b) Beneficiary's A/C No.

c) Bank Name

d) Branch Name

e) Bank Address

f) Swift Code

- 15.5 If the Allottee is non-resident/foreign national of Indian origin, foreign nationals/foreign company, any refund in terms of this agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactment or amendment thereof and the rule and regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. The Promoter accepts no responsibility in this regard. Further, whenever there is a change in the residential status of the Allottee after this agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter.

16. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Maintenance Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. SPECIFICATION DISCLAIMER

- a) While the specifications reflect the high quality standards that the Promoter employs in the Project, the Allottee acknowledges that many of the materials used in the Project – including, but not limited to, marble, granite, wood, etc. – are natural materials. Being natural materials these materials are subject to acceptable variations

in look and feel and the craftsmanship. The same is understood and agreed to be acceptable to the Allottee.

- b) The Allottee(s) acknowledges that the Promoter relies on manufacturers and suppliers for its raw materials- such as marble, granite, timber, tiles, aluminum, sanitary ware etc. There are possibilities that the materials specified and shown as samples may not be available at the time of construction. In such instances, the Promoter reserves the right to replace unavailable material with suitable alternatives of similar brands however, any such changes made will not, in any ways be detrimental to the quality of the Villa. It shall purely be a substitution for unavailable materials.
- c) The Promoter will attempt to minimize variations to specifications, but the Allottee(s) are informed to expect variations within reasonable acceptable limits.

18. **Project Name:**

The Promoter has named the Project as **FORRESTE 5** and it alone shall be entitled to change / modify the name. The Allottee/s shall have no right to change or modify the same.

19. **Customization, Club House and Common Facilities and Entertainment Facilities:**

- 19.1 The Allottee(s) can choose various add-ons like home theatre, splash pool, landscaping sit-outs, landscaping pergola, gymnasium, interior works, modular kitchen, covered parking etc. at an agreed extra cost. Such add-ons are not part of the standard Unit (standard specifications as per **Annexure-B**). In addition to the Total Consideration mentioned in this Agreement, the Allottee(s) shall also pay 2 (two) years maintenance advance fee and deposits; however, after the completion of said 2 years (from the date of completion of construction of Villa unit), the proportionate maintenance charges will be levied for the Project / Township. For the sake of clarity, the said maintenance of the premises at FORRESTE 5 shall start upon receipt of the occupancy certificate/BU permission and all expenses related to the said maintenance shall be done using the aforesaid maintenance advance fee and the balance if any, shall be handed over to the maintenance society / association of allottee(s) after expiry of 2 (two) year from the date of the occupancy certificate/BU permission. Further, the deposits so collected from the respective allottees shall be handed over to the maintenance society / association of allottee(s) at the time of handover of the common areas.
- 19.2 It is made clear by the Promoter and agreed by the Allottee(s) that all the residual rights including the ownership thereof including lands, facilities, amenities etc. of the Project / Township shall vest solely with the Promoter and the Promoter shall have sole and absolute authority to deal in any manner with such lands, facilities, amenities etc. including but not limited to creation of further rights in favour of any other party by way of sale/ transfer/ lease/ collaboration/ joint venture/ operation and management or any other mode including transfer to government/ semi government/ any other authority/

body, any person/ institution/ trust and/or any local body(s) which the Promoter may deem fit in its sole discretion. The Promoter relying on the specific undertaking of the Allottee(s) in this Agreement agrees to allot the said Villa and this undertaking shall survive throughout the occupancy of the said Villa by the Allottee(s) or his legal representatives, successors, administrators, executors, assigns, tenants, etc.

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Villa or any part thereof. The Allottee shall not have any claim save and except in respect of the said Villa hereby agreed to be sold to him/her/them and all open spaces and recreational spaces will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.

21. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Villa 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 with regards to the Villa.

22. Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

23. **DISCLOSURE:** The Promoter has informed and the Allottee is aware that as per the scheme of development and sanction of plan from AUDA vide sanction letter bearing reference no. PRM/4/1/2022/103 dated 22nd June 2022 the Promoter has or may in future relinquish the land earmarked for public gardens and roads to AUDA as may be required under the applicable norms and regulations, which may or may not form the part of the common roads and amenities.

24. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements

whether written or oral, if any, between the Parties in regard to the said Villa, as the case may be.

25. **RIGHT TO AMEND**

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

26. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES**

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

27. **SEVERABILITY**

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

28. **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 the Project, the same shall be as follows:

- (i) In case of Villa – proportionate size will be calculated based on total of land carpet area and exclusive area (if any);
- (ii) In case of Apartment – proportionate built up area of apartment.

29. **FURTHER ASSURANCES**

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

perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30. **PLACE OF EXECUTION**

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

31. The Allottee and/or Promoter shall present this Agreement as well as the deed conveyance/assignment of lease at the concerned sub-registrar’s office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.
32. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Speed Post at their respective addresses specified below:

To Allottee:

[•]

Notified Email ID:

To Promoter:

Arvind Limited

24, Government Servant Society, Near Municipal, Market, Off. C.G. Road, Navrangpura, Ahmedabad - 380009, Gujarat, INDIA

Notified Email ID: forreste.care@arvind.in

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered

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

33. **JOINT ALLOTTEES**

That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

34. **Stamp Duty and Registration:** - The charges including all costs and expenses towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

35. **Dispute Resolution:** Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations thereunder.

36. **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 Ahmedabad courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement to Sell at **Ahmedabad** in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to

(Description of the Project Land)

All that piece and parcel of lands of Village Jethalaj, Taluka – Kalol, District – Gandhinagar, Gujarat, admeasuring to an extent of 58173 Sq. Mtrs. (approx.) in the below mentioned Survey nos.:

List Of Survey Nos

<u>Sr. No</u>	Old Survey No	Consolidated	Re Survey	Area of the Project
		Survey No	Number	SQ.M.
1	82	59/1	147	210
2	81			1118
3	108			2455
4	135			12541
5	130/1 & 130/2			4767
6	131			2338
7	127			469
8	128/2			30
9	113			15931
10	115/1			2963
11	107/2	Not Applicable	136	2604
12	106/2	Not Applicable	135	2113
13	129	Not Applicable	150	10634
	TOTAL			58173

Second Schedule Above Referred to

(Nature, extent and description of common areas and facilities)

Common area development falling within the respective Sectors includes roads, pavements, common plots, Amenities as shown in the respective land falling under the Project will be completed by 31 December, 2028. Delivery of entire Project FORRESTE 5 means delivery of the Villa along with all the infrastructure, common amenities, roads, street lights, sewage systems etc falling under the Project Forreste 5. Each villa being an independent building, Project delivery does not necessarily include completion of all other specific villas / other buildings which will be delivered as and when required based on the respective bilateral agreements between the Promoter and the prospective allottees.

Since the Project forms part of the Township approved under the Residential Township Policy, 2009 of the Government of Gujarat, therefore, the common amenities, common roads, pavements, common plots, club house(s), will be developed as per the said Township Policy, 2009 and accordingly, all residents / occupants of the various projects that may be launched within the Township shall have the right to use the common areas and facilities described herein.

For the sake of clarity, the undivided right, title and interests in the common area and facilities as may be available to the Allottee, under this Agreement or otherwise, shall be subject to the undivided right, title and interests of the other allottee(s) of the Project and the allottee(s) of the other projects of the Township.

NOTE:

Additional amenities as mentioned in the sales promotion material does not fall within the Project Forreste 5, however, as an additional amenity the Promoter intends to provide the additional amenities as part of overall development under the Township which is to be maintained by local jurisdictional authority as its sole discretion.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

Mr.

Authorized Signatory

Arvind Limited

At Ahmedabad on ____/____/ 2022

In the presence of WITNESSES:

1. Name:

Signature _____

2. Name: _____

Signature: _____

SCHEDULE A

(Description of the Villa)

Villa No. [•], Type – [•], Sector [•], of the Project - “**Forreste 5**” of Jethalaj Township, to be constructed on the plot of non-agricultural residential land admeasuring [•] Sq. Yards (equivalent to [•] Sq. Meters) of carpet area, in Old Survey No. [•] (New Survey No. [•]) situated at Karoli-Jethalaj - Khatraj Village, Taluka – Kalol, District – Gandhinagar, GUJARAT out of the total lands being First Schedule property (Project to be constructed on the Re survey number 147, 135, 136, 150 of Village Jethalaj, Taluka – Kalol, District – Gandhinagar)and having construction carpet area of [•] Sq. Yards (equivalent to [•] Sq. Meters) with an additional carpet area of covered balcony of [•] Sq. Yards (equivalent to [•] Sq. Meters) and bound on the:

East by : [•]

West by : [•]

North by: [•]

South by : [•]

SCHEDULE B
(Villa layout Plan)

SCHEDULE C
(Villa location Plan)

Annexure-A

(Authenticated copies of the plan and specifications of the Villa agreed to be purchased by the Allottee as approved by the concerned local authority)

Annexure-B
(Specifications and amenities for the Villa)

JETHLAJ TOWNSHIP, SPECIFICATIONS		
1	Structure	Earthquake Resistant RCC Frame Structure
		External and internal partition walls with good quality cement blocks / clay bricks
2	Flooring	
	Living, Dining	Natural marble / stone, artificial stone, premium vitrified / porcelain tiles /rustic tiles / equivalent
	Bedrooms	Premium wooden laminate flooring or premium vitrified / porcelain tiles equivalent
	Kitchen	Vitrified / Porcelain tiles / equivalent
	Bathrooms & Kitchen Dado	Vitrified / Ceramic / Porcelain / equivalent tiles
	Balcony and Utility	Anti-Skid Vitrified / Ceramic / Porcelain / equivalent tiles
	Verandah	Natural marble / stone, artificial stone, premium vitrified / porcelain tiles /rustic tiles / equivalent
3	Platform / Counter	
	Basin Counter	Polished granite / equivalent Stone
4	Doors	
	Main Door	Teak finish / Veneer finish / Engineered doors / Equivalent Door frames - maranti / engineered door frame / equivalent
	Internal Rooms Door	Flush doors with both side laminate / Engineered doors / Equivalent Door frames - maranti / engineered door frame / equivalent
	Bathroom Doors	Flush doors with both side laminate / Engineered doors / Equivalent Door frames - maranti / engineered door frame / equivalent
	Door Hardware	Door hardware from Ozone, Dorset, Kich or equivalent
5	Windows	
	Aluminum Windows	Jindal (1" Series) / Equivalent Heavy Duty Aluminium Powder Coated Windows / UPVC Heavy Duty Windows
6	Wall Finish	
	Internal	Putty finish
	External	Combination of natural stones, tiles & premium emulsion paint as per villa elevation designs
7	MS Work	
	Balcony, terrace railing, staircase railing	Mild Steel railing / equivalent
8	Plumbing	

	CP Fittings and Accessories	Premium brands like Hindware / Cera / Somany / Jaquar or equivalent
	Sanitary Ware	Wall / Floor mounted Sanitary Ware from Jaquar / Cera / somany / Equivalent
9	Electrical	
	Fixtures	Premium brands like Anchor / ABB, Siemens / Havells or equivalent
	Remarks if any	
CLUB AMENITIES		
	Indoor Amenities - Club	
	1	Reception
	2	Café
	3	Restaurant
	4	Lounge with seating & library
	5	Kids Zone
	6	Banquet Hall
	7	Board games
	8	Badminton Court
	9	Gym
	10	Spa
	11	Hotel Rooms
	Outdoor Amenities - Club	
	1	Tennis Courts
	2	Basket Ball Court
	3	Kids Play Ground
	4	Swimming Pool
	5	Party Lawns

Annexure- C

(Copy of the Project RERA registration certificate)

SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF THE PROMOTER

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
Mr. Authorized Signatory Arvind Limited		

SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF THE ALLOTTEE

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
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