

**AGREEMENT TO SELL**  
**(WITHOUT POSSESSION)**

This Agreement to Sell ("**this Agreement**" or "**the Agreement**") is  
made at Ahmedabad on this            day of            in the Year 20    ,



Sub: Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor in Block - " \_\_\_\_\_ " situated in  
the scheme known as "**ARISE VIBRANT**" constructed on land lying  
and being at Mouje: Chharodi, Taluka: Ghatlodia, District:  
Ahmedabad, bearing Block No. 102 & 103 comprised in Town  
Planning Scheme No. 57 (Ognaj - Gota - Jagatpur - Chharodi -  
Khodiyar - Khoraj) by Final Plot No. 159.



**BY AND BETWEEN**

⇒ SILVERSTONE BUILDCON, ( PAN: AEFFS 5371 F )  
A Partnership Firm formed under The Indian Partnership Act, 1932,  
having its principal place of business at : Survey No. 102 & 103,  
Final Plot No. 159, Town Planning Scheme No. 57, B/h. Lotus Temple,  
Opp. Nirma University, S.G.Highway, Chharodi, Ahmedabad  
represented by its authorised Partner **Mr. LALITKUMAR  
BHUPENDRABHAI PATEL**

Hereinafter referred to as “ **THE PROMOTER** ” (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its partner or partners for the time being constituting the Firm and their heirs, executors & administrators) all collectively hereinafter referred to as the **FIRST PART**;

**AND**

(1) \_\_\_\_\_  
[ PAN : \_\_\_\_\_ ] [ Aadhar : \_\_\_\_\_ ]  
Aged - adult, Residing at - \_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
[ PAN : \_\_\_\_\_ ] [ Aadhar : \_\_\_\_\_ ]  
Both Aged - adult, Residing at - \_\_\_\_\_  
\_\_\_\_\_

Hereinafter referred to as “ **THE ALLOTTEE** ” (which expression shall unless repugnant to the context and meaning thereof mean and include his/her heirs, executors and administrators) of the **OTHER PART**;

“the Promoter” and ‘Allottee” are hereinafter individually referred to as “Party” and collectively as “the Parties”.

**IN THIS AGREEMENT** unless the context otherwise requires:

1. words importing any gender include every gender;
2. words importing the singular number include the plural number and vice versa;
3. words importing persons include firms, companies and corporations and vice versa;
4. reference to numbered clauses and schedules are reference to the relevant clause in or schedule to this agreement;
5. reference in any schedule to this to numbered paragraphs relate to the numbered paragraphs of that schedule;
6. whereby any obligation is undertaken by two or more persons jointly they are to be jointly and severally liable in respect of that obligation;
7. any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
8. any party who agrees to do something shall be deemed to fulfill that obligation if that party procures that it is done;
9. the heading to the clauses, schedules and paragraphs of this agreement shall not affect the interpretation;
10. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment.

**WHEREAS SILVERSTONE BUILDCON, a Partnership Firm** is entitled to all that piece and parcel of non-agricultural land situate, lying and being at Mouje: Chharodi, Taluka: Ghatlodia, District: Ahmedabad, bearing (a) Block No. 102 admeasuring 7487 sq.mtrs. & (b) Block No. 103 admeasuring 10218 sq.mtrs. totally 17705 sq.mtrs. comprised in Town Planning Scheme No. 57 (Ognaj - Gota - Jagatpur - Chharodi - Khodiyar - Khoraj) by Final Plot No. 159 admeasuring 10623 square meters more particularly described in **FIRST SCHEDULE** hereunder written (hereinafter referred to as the “**Said Project Land**”);

**AND WHEREAS** the Promoter is thus entitled to develop all those pieces and parcels of non-agricultural land situate, lying and being at Mouje: Chharodi, Taluka: Ghatlodia, District: Ahmedabad, bearing Block No. 102 & 103 comprised in Town Planning Scheme No. 57 (Ognaj - Gota - Jagatpur - Chharodi - Khodiyar - Khoraj) by Final Plot No. 159 admeasuring 10623 square meters.;

**AND WHEREAS** the Promoter is entitled and enjoined upon to construct buildings on the Project Land;

**AND WHEREAS** the Promoter is in possession of the Project Land;

**AND WHEREAS** the Promoter has promoted a scheme of residential and commercial units known as “ **ARISE VIBRANT** ” to be constructed on the said Project Land (hereinafter referred to as the “**Said Scheme/said Project**”);

**AND WHEREAS** the Development Plan/ Sanctioned Plan for the said residential cum commercial scheme has been approved by the Ahmedabad Municipal Corporation and that it has also granted Commencement Letters (Rajachithhi) by its order **(a)** dated : 26<sup>th</sup> July, 2021 under Case No. BHNTS / NWZ / 280521 / CGDCRV / A 4859 / R0 / M1 & Rajachitthi No. 05017 / 280521 / A4859 / R0 / M1 for Block - "A", **(b)** dated : 26<sup>th</sup> July, 2021 under Case No. BHNTS / NWZ / 280521 / CGDCRV / A 4860 / R0 / M1 & Rajachitthi No. 05018 / 280521 / A4860 / R0 / M1 for Block - "B", **(c)** dated : 26<sup>th</sup> July, 2021 under Case No. BHNTS / NWZ / 280521 / CGDCRV / A 4862 / R0 / M1 & Rajachitthi No. 05019 / 280521 / A4862 / R0 / M1 for Block - "C", **(d)** dated : 26<sup>th</sup> July, 2021 under Case No. BHNTS / NWZ / 280521 / CGDCRV / A 4863 / R0 / M1 & Rajachitthi No. 05020 / 280521 / A4863 / R0 / M1 for Block - "D", **(e)** dated : 26<sup>th</sup> July, 2021 under Case No. BHNTS / NWZ / 280521 / CGDCRV / A 4864 / R0 / M1 & Rajachitthi No. 05021 / 280521 / A4864 / R0 / M1 for Block - "E" & **(f)** dated : 26<sup>th</sup> July, 2021 under Case No. BHNTS / NWZ / 280521 / CGDCRV / A

4865 / R0 / M1 & Rajachitthi No. 05022 / 280521 / A4865 / R0 / M1 for Block - "F" respectively on the said land and the Promoter has proposed to develop a scheme comprised of building having Six wings Residential & commercial Apartment /s First Celler, Second Celler, Ground Floor, First Floor to Fourteenth Floor, Stair Cabin, Lift Room on the said Project Land to be known as “ **ARISE VIBRANT** ”

**AND WHEREAS** the Promoter has proposed to construct on the Project Land Residential & commercial units as per above referred Commencement Certificates and sanctioned plans;

**AND WHEREAS** the Allottee is offered a Residential Flat bearing number \_\_\_\_\_ on the \_\_\_\_\_ Floor, (hereinafter referred to as the said “**Flat**”) in the Block - “ \_\_\_\_\_ ” of the Building called “**ARISE VIBRANT**” (hereinafter referred to as the said “**Building**”) of the said Project, by the Promoter, more particularly described in the **Schedule – A** written hereunder;

**AND WHEREAS** the Promoter has registered the Project under the provisions of the Act with the Gujarat Real Estate Regulatory Authority vide Registration No. **PR / GJ / AHMEDABAD / AHMEDABAD CITY / AUDA / RAA** \_\_\_\_\_ / \_\_\_\_\_;

**AND WHEREAS** 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 the plans, designs and specifications and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the said Act**”) and the Rules and Regulations as applicable for State of Gujarat made thereunder and the Allottee is satisfied in respect of the same;

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated

copies of Property Card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the Project Land on which the Flats are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect of the same;

**AND WHEREAS** the authenticated copies of the plans of the layout as approved by the concerned Local Authority has been inspected by the Allottee;

**AND WHEREAS** the authenticated copies of the plans and specifications on the Flat agreed to be purchased by the Allottee has been provided to allottee separately and also uploaded under provisions of RERA Act.

**AND WHEREAS** 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 Building/s and shall obtain the balance approvals from various authorities from time-to-time, so as to obtain Building Completion Certification or Occupancy Certificate of the said Building;

**AND WHEREAS** while sanctioning the said plans Ahmedabad Municipal Corporation 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 Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building/s shall be granted by the concerned local authority;

**AND WHEREAS** the Promoter has accordingly commenced construction of the said Building/s in accordance with the said proposed plans;

**AND WHEREAS** the Allottee has applied to the Promoter for allotment of an Flat No. \_\_\_\_\_ on the \_\_\_\_\_ Floor in the Block - " \_\_\_\_\_ " of the said Project;

**AND WHEREAS** the carpet area of the said Flat is \_\_\_\_\_ square meters "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony area admeasuring \_\_\_\_\_ square meters or wash area admeasuring \_\_\_\_\_ square meters but includes the area covered by the internal partition walls of the Flat;

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

**AND WHEREAS**, prior to 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 Flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee / booking amount (the payment and receipt whereof the Promoter both 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;

**AND WHEREAS**, under Section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of said Flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter

hereby agrees to sell and the Allottee hereby agrees to purchase the Flat in accordance with the terms and conditions contained herein;

**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 Building/s consisting of wings consisting of residential & commercial units 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 Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1 (a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Flat No. \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ square metres equivalent to approximately \_\_\_\_\_ square feet (excluding the area covered by the external walls, areas under services shafts, exclusive balcony admeasuring \_\_\_\_\_ square meters & wash area admeasuring \_\_\_\_\_ square meters but includes the area covered by the internal partition walls of the Flat;) on \_\_\_\_\_ Floor in Block - " \_\_\_\_\_ " (hereinafter referred to as "**the Flat**") for lump sum consideration of **Rs.** \_\_\_\_\_ /- [**Rupees** \_\_\_\_\_ **Only**], hereinafter referred to as the "**total consideration**", including consideration towards the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **SECOND SCHEDULE** annexed herewith. The Allottee hereby agrees that the bifurcation towards the total

consideration vis-à-vis the cost involved for the separate areas of the said Unit has been explained and the Allottee confirms the same.

- 1 (b) 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 application / booking fee in following details :-

<b>Rupees</b>	<b>Bank Name</b>	<b>Cheque No.</b>	<b>Date</b>
---------------	------------------	-------------------	-------------

Rs.

Rs.

Rs.

---

**Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_ **Only**)

received as earnest money, being part payment of the total sale consideration of the Said Property agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee and hereby agrees to pay to that Promoter the balance amount of **Rs.** \_\_\_\_\_ /

- (**Rupees** \_\_\_\_\_ **Only**)

in the following manner :-

- (i) Amount of 30% of the total consideration to be paid to the Vendor after the execution of Agreement.
- (ii) Amount of 45% of the total consideration to be paid to the Vendor on completion of the Plinth of the building or wing in which the said Property is located.
- (iii) Amount of 70% of the total consideration to be paid to the Vendor on completion of the slabs including podiums and stilts of the building or wing in which the said Property is located.

- (iv) Amount of 75% of the total consideration to be paid to the Vendor on completion of the walls, internal plaster, floorings doors and windows of the said Property.
  - (v) Amount of 80% of the total consideration to be paid to the Vendor on completion of the Sanitary fittings, stair cases, lift wells, lobbies up to the floor level of the said Property.
  - (vi) Amount of 85% of the total consideration to be paid to the Vendor on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Property is located.
  - (vii) Amount of 95% of the total consideration to be paid to the Vendor 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 Property is located.
  - (viii) Balance Amount against and at the time of handing over of the possession of the Property to the Purchaser on or after receipt of B.U.Permission / completion certificate.
- 1(c) The total price as stated above is including of Electricity connection charges, AMC - charges, Expenses incurred for registration of Project under RERA Act & legal charges but excluding of Maintenance deposit, Maintenance Expenses for two years, taxes by whatever named called, assessed or imposed by municipal or other authorities, whether levied now or in future, in the said Project Land / Flat up to the date of execution of Deed of Conveyance or handing over the

possession of the said Flat which shall be separately payable by the Allottee in the manner as may be decided by the Promoter irrespective of the fact that the Allottee has not been enjoying the benefit of the said Flat, and if paid by the Promoter, the same shall be restored to the Promoter by the Allottee on or before the date of execution of Deed of Conveyance. Further, till the time the said Flat is individually assessed to property tax or any as aforesaid by the statutory authorities, the Allottee shall be liable to pay to the Promoter in proportion to the carpet area of the said Flat.

- 1(d) The Allottee further agrees and undertakes that he shall not raise any claim in future of any nature seeking refund, set-off, rebate towards payments made to Promoter in by way of GST and cess.
- 1(e) The total price is escalation free, save and except escalations/ increases, due to the 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.
- 1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes, if

any, in the carpet area, subject to a variation cap of three (3) 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 the Promoter shall refund the excess money paid by the Allottee in prorata basis as per carpet area. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand additional amount from the Allottee as per next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square metre as agreed in Clause 1(a) of this Agreement.

1(g) 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. 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 Ahmedabad Municipal Corporation at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority Occupancy and/or Completion Certificate in respect of the Flat.

2.2 Time is of 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 Flat to the Allottee and the common areas to the association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be.

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

3. The promoter hereby declare that the Floor Space Index available as on date in respect of the project land is 10623 sq.mts. only and Promoter has planned to utilize Floor Space Index of 28682.10 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 28504.96 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of Flats 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.
4. 4.1 If the Promoter fails to abide by the time schedule for completing the Project and handing over the Flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest at the rate of 09 % (Nine Percent) per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of 09 % (Nine Percent) 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 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 or taxes levied by concerned local authority and other outgoings) and on the Allottee committing three (3) defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

PROVIDED that, Promoter shall give notice of fifteen (15) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, 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 adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty (30) days on which the said flat is sold by the promoter to any new allottee by executing sale agreement in favour of such new allottee, the instalments of sale consideration of the Flat which may till then have been paid by the Allottee to the Promoter. If any due and payable by the allottees in respect of the said unit up to the date of termination of this agreement and brokerage, if any paid by the promoter while booking the said unit in the name of the allottee.

It is hereby confirmed and understood by the parties that furniture layout, electrical fixtures, color, scheme elevation, trees, garden, lawns etc shown on the pamphlet - brochures, literatures, film hoardings, sample units, websites & other pramosnal medias are shown only for advertisement and the same are not agreed to be provided by the promoter unless specifically mentioned and agreed in this agreement.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its option in the said Building and the Flat as are set out in **ANNEXURE-"A"** annexed hereto.
6. The Promoter shall give possession of the Flat to the Allottee on or before 30<sup>th</sup> June, 2026. If the Promoter fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may be mentioned in the clause 4.1 hereinabove 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 for giving delivery of Flat on the aforesaid date, if the completion of Building in which the Flat is to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) Non availability of steel, cement, other building materials, water or electric supply or labour.

7. 7.1 **Procedure for taking possession:-**

Notwithstanding anything contained herein, the completion of sale and the possession shall take place only upon:

- (a) Completion of construction of the Said Building and/or the Said Unit is ready for occupation;
- (b) Receipt of the Completion Certificate/ Occupation Certificate/ Part Occupation Certificate/ Building Use Permission as required to be obtained under prevailing law has been provided by competent authority;
- (c) Receipt of the Total Sale Consideration from the Allottee as set out in the Para 1 C of this agreement;
- (d) Receipt of other charges as mentioned in Annexure - "C" hereto and all other amounts and deposits as may be fixed by The Promoter.
- (e) Execution and registration of the Sale Deed by affixing necessary stamp duty and payment of registration fee, legal charges, any other government charges and other incidental charges by the Allottee.

(7.2) The ownership rights to the Said Unit shall vest in the Allottee only after all the conditions for the completion of sale as set out in clause 7.1 are satisfied. The possession of the Said Unit shall be handed over to the Allottee on acquiring the ownership rights to the Said Unit.

(7.3) The promoter upon obtaining the Occupancy Certificate from the competent authority and the payment made by the Allottee as per the Agreement shall offer in writing the possession of the Flat, 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 Flat 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 Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Project.

(7.4) The Allottee shall take possession of the Flat within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flats are ready for use and occupancy.

(7.5) **Failure of Allottee to take Possession of Flat:-**

Upon receiving a written intimation from the Promoter as per Clause 7.1, the Allottee shall take possession of the Flat 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 Flat 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.

(7.6) If within a period of five (5) years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the Building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at 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 in respect of any structural defect or defects on account of

workmanship and that if such defects/ damage has occurred by act of negligence Allottee while doing any internal changes in the Flat, quality or provision of service which cannot be attributable to the Promoter / its agents or is otherwise beyond the control of the Promoter.

The word defect herein above stated shall mean only the manufacturing defects caused on account of will full neglect of the promoter themselves and shall not mean defects caused by normal wear and tear, heirline cracks on the walls, negligent use of the said unit of the said phase by the allottee, diurnal fluctuations in the temperatures abonormal, heavy rains, vagaries of nature etc.

8. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. The Allottee shall use the parking space only for purpose of keeping or parking vehicle at the allotted space only.
9. The Allottee along with other allottee(s) of Flat in the Building shall join in forming and registering the Co-operative Housing Society or Limited Company or Apex Body or Federation or Association 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 Co-operative Housing Society or Limited Company or Apex Body or Federation or Association and for becoming a member, including the bye-laws of the proposed Co-operative Housing Society or Limited Company or Apex Body or Federation or Association and duly fill in, sign and return to the Promoter within seven (7) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization 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) fifteen days of notice in writing given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e., in proportion to the carpet area of the Flat) 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 and another expenses necessary and incidental to the management and maintenance of the Project Land and Building/s. Until the Co-operative Housing Society or Limited Company or Apex Body or Federation or Association is formed, the Allottee shall pay to such maintenance charge shall be incurred by the promoter from the amount of maintenance deposit collected from the members and / or maintenance charge paid and or to be paid by the members from time to time the allottee also agrees that to pay 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 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 the same is transferred to the Co-operative Housing Society or Limited Company or Apex Body or Federation or Association as aforesaid.

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 premises shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this Agreement.
11. The Allottee shall pay to the Promoter an amount 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 said Co-operative Housing Society or Limited Company or Apex Body or Federation or Association and for preparing its rules, regulations, and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. Under the provisions of the RERA Act, the Promoter shall convey the said Project Land, common areas and structure of the said Project to the said Co-operative Housing Society or Limited Company or Apex Body or Federation or Association absolutely free of cost and that any tax liabilities arising thereat shall be borne by the said Co-operative Housing Society or Limited Company or Apex Body or Federation or Association. Further, at the time of registration of conveyance or Lease of the structure of the Building or Wing of the Building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty, registration charges and any other government taxes that may be payable from time to time, by the said Co-operative Housing Society or Limited Company or Apex Body or Federation or Association on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/ Wing of the Building.

13. The Purchaser has clearly understood and agreed that the Unit-Holders of Unit No. D-1402, D-1403, E-1402, E-1403, F-1402 & F-1403 have got ingress and egress to the open terrace above units of Thirteenth Floor. Such terrace holders shall not be entitled to make construction or fabrication shed on said terrace and such terrace is to be used as open terrace only. The Purchaser agrees and confirms the said condition and in future the Prospective Purchaser will not make any dispute or demand for the said permanent arrangement. The Unit-Holders of such terrace rights shall allow the First Party / Maintenance Society to use the terrace for any utilities repairs and he / she / they is / are not entitled to raise any objection for the same.
14. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-**  
The Promoter hereby represents and warrants to the Allottee as follows:-
- (i) The Promoter has clear and marketable title with respect to the Project Land; as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
  - (ii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
  - (iii) There are no encumbrances upon the Project Land or the Project except those disclosed in the Title Report;
  - (iv) There are no litigations pending before any Court of Law with respect to the Project Land or Project except those disclosed in the Title Report;
  - (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Project Land and said Building/Wing are valid and subsisting and have been

obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the Project, Project Land and said Building/Wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building/Wing and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected ;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person with respect to the Project Land, including the Project and the said Flat which will, in any manner, alter / 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 Flat to the Allottee in the manner contemplated in this Agreement ;
- (ix) At the time of execution of the conveyance deed of the structure to the Association of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees ;
- (x) The Promoter has duly paid and shall 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 ;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance,

order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the Title Report.

15. The Allottee/s or himself/themselves with intention to bring all persons into whatsoever hands the Flat may come, hereby covenants with the Promoter as follows:
- (i) To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or cause to be done anything in or to the Building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required ;
  - (ii) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the Flat 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 Flat is situated, including entrances of the Building in which the Flat is situated and in case any damage is caused to the Building in which the Flat is situated or the Flat on account or negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach ;
  - (iii) To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or cause to be done anything in or to the Building in which the Flat is situated or the Flat, 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 Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenance thereto in good and tenantable condition, and in particular, so as to support shelter and protect the other parts of the Building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC parts or other structural supporters in the Flat without the prior written permission of the Promoter and/or the Co-operative Housing Society or Limited Company or Apex Body or Federation or Association;
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Project Land and the Building in which the Flat is situated ;
- (vii) Pay to the Promoter within fifteen (15) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water,

electricity or any other service connection to the Building in which the Flat is situated;

- (viii) Use the said Flat for the residential purpose only and for no other purpose.
- (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 Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up. The Promoter may if deemed necessary, upon written reasoned request of the Allottee, permit the Allottee to assign its rights under this Agreement to a third party. However any cost and expenses towards stamp duty / registration fees and/or any related expenses in relation to such assignment shall be solely borne by the Allottee;
- (x) The Allottee shall observe and perform all the rules and regulations which the Co-operative Housing Society or Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Co-operative Housing Society or Limited Company or Apex Body or Federation or Association regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
- (xi) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Buildings or any part thereof to view and examine the state and condition thereof;

- (xii) The Allottee shall not construct, erect or place any hedge, grill, barricade, fencing, glazing, shuttering, walling or any structure, obstacle, enclosure, lean-to, awning, roofing, canopy, advertising or other signage at/over/around in front of any doorways, entrances, windows, external walls, verandah, open terrace, etc. of the Unit, or above/over/around any part or portion of the Unit, or the open terraces, stilt portions, driveways, pathways, parking spaces or gardens and common areas of the Said Project Land with any barrier, whether of stone/cement/wood/metal, other than that originally provided and/or approved of by the PROMOTER;
- (xiii) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land or any part thereof to view and examine the state and condition thereof.
- (xiv) The Allottee undertakes that they shall not or cause to be done upon the said Flat, or upon the common spaces of the said Scheme or any part thereof, anything which maybe socially undesirable, or which may be or may become nuisance or create harm, danger, risk, hazard or annoyance or in any way interfere with the peace or comfort of the members of the said Project. The Allottee also undertake that they shall not carry out any offensive or prohibitive activities or business or commercial activity of any nature in the said Flat or in any part of the said Scheme.
- (xv) 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 and build underground and overhead tanks structure for watchman cabin toilet units for domestic watchmen 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 lines, drainage lines, sewerage lines, water harvesting arrangements, 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;

- (xvi) Bear and pay future (i.e. after receiving the possession or Building Use permission whichever is earlier) applicable taxes/levies/cesses and/or any increase thereto including Service 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 on sale of premises by the Promoter or on account of change of user of the Said Unit by the Allottee;
- (xvii) Not to raise any requisition for further documents or objection to the title and/or the rights of the Promoter in relation to the larger property on any ground whatsoever.

The Allottee shall not be allowed to make any civil changes inside the Said Flat unless specifically approved in writing by the Promoter/Society.

**TO REMOVE – MODIFY INTERIOR WORK.**

Any work of interior decoration, furniture or design will be done only after obtaining permission from Society / Promoter. Such permission will be granted with such restrictions as may be imposed, like:

- a) payment of security deposit as may be levied, which will be refunded without interest if the work is carried out according to the rules and regulations prescribed by the Promoter/

Society. Damage if any, caused in the project / building / Assets of Common Use will be deducted therefrom,

- b) design of the work, if involves any change in civil work to be approved in writing prior to commencement of interior work,
  - c) lift will not be used for carrying materials, unless approved by the Society.
  - d) the work will be carried out during specified days/hours.
  - e) the names and details of the persons engaged in the work to be given,
  - f) the estimated time for completion of work to be given and permission shall be granted for a specified period only,
  - g) shall not throw or permit to be thrown or put any building material or debris/rubbish in any part of the building or compound or in the vicinity of Project.
  - h) the work to be carried out in a manner without causing any nuisance, annoyance or damage to others.
- xviii) The Allottee shall not make any temporary or permanent change, modification or alteration in the location, of electricity meter, internal/common toilets, etc. and also of specifications and infrastructure and related paraphernalia nor make any additions or alterations in the structure of the building, nor do anything which may cause damage or which may weaken the structure of the building.
- xix) Any permitted work in the Flat will be carried out with good workmanship and quality under the help and advise of a professional or expert and by using proper tools.
- xx) Any plumbing, electrical or civil work shall be carried through the agencies appointed by the Promoter / Society on payment of charges as may be fixed and finalized. No outside agency will be allowed without the express written permission of the Promoter / Society.

- xxi) In case of any leakage/ seepage in the floor or toilet of the Flat/ , which is caused by/attribution to the Allottee, is causing damage to someone else's property or common property, the Allottee will cause to have it repaired at his/her/their own cost, through an agency appointed by the Promoter / Society.
- xxii) The Promoter will prepare layout plan for parking of cars and two-wheelers (covered and in open) in the compound, in the margins and basements. Such parking in front of the shops will be for the commercial part of the Project and rest all for residential part of the Project. Such parking space shall not be used for any purpose other than parking of private vehicles. The allotted parking space may be behind another parking space or part of mechanically operated multi-tiered parking or may be open to sky parking space. Rules and regulations relating to parking by Flat holders and visitors will be decided by the Promoter/Society and the same shall be binding upon the Allottee herein and other Allottees in the Scheme.

#### **TO REMOVE – MODIFY PARKING**

Facility of parking will be used subject to following Rules:

- a) RTO car registration number may need to be given. Any change shall be notified to Society.
- b) This will entitle right to use the reserved parking for the purpose of parking of vehicle.
- c) The ownership of the parking will continue to be a part of the common infrastructure and facilities of the Scheme / Society and limited rights of use will be given to the Allottee.
- d) Reserved Parking will be used only for the purpose of parking private vehicles and for no other purpose whatsoever.
- e) Parking space shall not be covered with chain-link or in any other manner and shall always be kept open.
- f) Drive-way of the parking shall be kept clear and free, and shall not be obstructed under any circumstances whatsoever, nor any article, material or thing shall be put thereon or thereat.

- g) This facility of Reserved Parking will be attached to Flat and is intended to go along with transfer or transmission of flat as facility running with the premises. Reserved Parking shall not be separately heritable, transferable or assignable in any manner whatsoever, except running with the premises.
  - h) Reserved Parking shall not be allowed to be used by any third party including any other holder of premises.
  - i) The Reserved Parking holder shall not erect, construct or install any type of temporary or permanent board, signage or structure or furniture for storage of any material. Except parking of vehicle, no other material, including relating or referring to the vehicle shall be kept or stored at parking space.
  - j) Parking of the vehicle will be at the risk and consequences of the premises holder and Society, and the management will not be responsible for any type of loss, damage, theft, etc. of the vehicle or relating thereto.
  - k) Vehicles shall be operated without causing any damage, obstruction, or unnecessary noise in pollution. The parking will be used with care and caution, so as not to cause any harm, injury or damage to person, property and other vehicles.
  - l) Reserved Parking will subject to such other terms, conditions and discipline that may be imposed from time to time, including as regards payment of Security Deposit, security or maintenance or administration or management charges.
  - m) Parking for visitors and guests will be decided as per the policy decided by the Society.
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 Co-operative Housing Society or Limited Company or Apex Body or Federation or Association or towards the outgoings, legal charges

and shall utilize the amounts only for the purposes for which they have been received.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircase, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.
18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-**  
After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.
19. **BINDING EFFECT:-**  
Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar ( if required as per the applicable law) 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 booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

20. **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 Flat/Building, as the case may be.

21. **RIGHT TO AMEND:-**

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

22. **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 Flat in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

23. **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 at the time of execution of this Agreement.

24. **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 Flat to the total carpet area of all the Flats in the Project.

25. **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 for any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26. **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. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

27. The Allottee and/or Promoter shall present this Agreement as well as the Conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
28. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. and notified email ID/Under Certificate of Posting at their respective addresses specified below:

If to the Allottee: \_\_\_\_\_

Residing at - \_\_\_\_\_

If to the Promoter: **M/s. SILVERSTONE BUILDCON**

Kind Attn.: **Mr. LALITKUMAR BHUPENDRABHAI PATEL**

Survey No. 102 & 103, Final Plot No. 159, Town Planning Scheme No. 57, B/h. Lotus Temple, Opp. Nirma University, S.G.Highway, Chharodi, Ahmedabad

Notified Email ID: info@arisegroup.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.

29. **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.

29.1 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.

29.2 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.

29.3 Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Allottees. All notices, communications, etc. may be addressed by the Promoter to the first of such joint Allottee.

29.4 The Allottee inter-se shall not be entitled to subdivide the Said Flat, the intent being the Said Flat shall stand in the names of the joint Allottees as one single Flat.

30. **STAMP DUTY AND REGISTRATION:-**

The charges towards Stamp Duty and Registration of this Agreement / Deed of Conveyance and any related documents shall be borne by the Allottee.

31. **DISPUTE RESOLUTION:-**

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to

Gujarat Real Estate Regulatory Authority, as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. **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 subject to clause 30 (Dispute Resolution), the Courts at Ahmedabad will have the exclusive jurisdiction for this Agreement.

**IN WITNESS WHEREOF** Parties here-in-above named have set their respective hands and signed this Agreement to Sale at Ahmedabad in the presence of attesting Witness, signing as such on the day first above written.

**FIRST SCHEDULE**

(Description of the land)+

All that piece and parcel of non-agricultural lands situate, lying and being at Mouje: Chharodi, Taluka: Ghatlodia, District: Ahmedabad & Sub-District - Ahmedabad - 8 (Sola), bearing (a) Block No. 102 admeasuring 7487 sq.mtrs. & (b) Block No. 103 admeasuring 10218 sq.mtrs. totally 17705 sq.mtrs. comprised in Town Planning Scheme No. 57 (Ognaj - Gota - Jagatpur - Chharodi - Khodiyar - Khoraj) by Final Plot No. 159 admeasuring 10623 square meters, the said land is bounded as follows:-

On or towards East by : Land of Final Plot No. 214

On or towards West by : T. P. Road

On or towards North by : Final Plot No. 157

On or towards South by : Final Plot No. 160 & 161

**SECOND SCHEDULE**

(set out the nature, extent and description of common areas and facilities.)

**SCHEDULE - A**

All that residential premises being **Flat No.** \_\_\_\_\_, admeasuring approximately \_\_\_\_\_ **square feet** equivalent to approximately \_\_\_\_\_ **square meters** (carpet area) (excluding the area covered by the external walls, areas under services shafts, exclusive balcony admeasuring \_\_\_\_\_ square meters & wash area admeasuring \_\_\_\_\_ square meters but includes the area covered by the internal partition walls of the Flat;) on the \_\_\_\_\_ **Floor** in Block - " \_\_\_\_\_ " of the Scheme known as “ **ARISE VIBRANT** ” constructed on the said Project Land to the Allottee and together with undivided proportionate share of \_\_\_\_\_ sq.mtrs. in project land described in the FIRST SCHEDULE, bounded as follows:

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

Note : The allottee will allot one car parking space at the time of sale deed or handling over the possession of said property, whichever is later.

SIGNED, SEALED & DELIVERED BY  
THE WITHINNAMED

**(THE PROMOTER)**

\_\_\_\_\_  
⇒ SILVERSTONE BUILDCON, A Partnership Firm  
Through its authorized Partner  
**Mr. LALITKUMAR BHUPENDRABHAI PATEL**

**IN THE PRESENCE OF:**

1 \_\_\_\_\_

2 \_\_\_\_\_

**ANNEXURE - A**

(Specifications and amenities for the Flat)

**SPECIFICATION :-**

**STRUCTURE :** Earthquake resistant design as per IS Code  
R.C.C. frame structure

**WALL FINISHING :** AAC Block with gypsum punning finish internal  
wall & Plaster with texture & acrylic paint on external wall

**DOORS :** Main Door - Decorative veneer polished door  
with wooden frame, Internal door - Premium quality flush door with granite  
frame & all door with S.S fitting & premium quality locks

**KITCHEN :** Digital, glazed or vitrified tiles on wall & Mirror  
polished granite platform & Premium quality sink

**WINDOWS / BALCONY :** Glass & aluminum section with granite frame &  
Glass with S.S or MS design barrier in balcony

**FLOORING :** Premium quality double charge vitrified tiles on  
floor area

**ELECTRIFICATION :** Concealed ISI electric wire, Branded decorative  
ISI modular switches, TV & telephone point in drawing rooms and bed rooms  
& MCB or ELCB provision in distribution board.

**PLUMBING :** ISI CPVC & UPVC pipe for water Connection,  
ICI PVC pipe for drainage connection & Separate cock for each Flat.

**TOILET :** Digital, glazed or vitrified tiles on wall, Premium  
quality CP & ceramics fittings, European type WC, Open cistern (Flush  
Tank) & Granite or composite marble counter basin.

**AMENITIES :-**

1. Club House
2. Multipurpose Hall
3. Kids Play Area
4. Walk Way
5. Senior Citizen Sit-Outs
6. GYM
7. Lush Green Open Space with Beautiful Landscape
8. Streetlight, Entrance Gate, 24 x 7 Security person, CCTV Camera, Power Back-Up, Fire Safety & Security Cabin
9. Attractive & Decorative Foyer
10. Premium Elecators
11. Geysers in each bathroom
12. Reserved Car Parking
13. Personal Foyer in Each Apartment
14. Piped Gas
15. Rainwater Harvest System
16. 24 HRS Water Supply & Common Toilet
17. Solar System for common area
18. Sewage Treatment Plant

**ANNEXURE - B**

**(Payment of other Charges by the Allottee)**

---

**Details**

---

AMC/Electricity Charges	Not Applicable
-------------------------	----------------

---

Legal/Advocate Charges	As may decide by the promoter
------------------------	-------------------------------

---

Car Parking Charge	Not Applicable
--------------------	----------------

---

- a) In the case of levy of any Development Charges/Service Tax / VAT/ GST, Stamp duty, Registration charges, other levies, taxes & duties in future by the statutory authorities, the same will be borne by the Allottee.
- b) Electricity charges, AMC & Legal/Advocate Charges are tentative & in case of any revision from Government/ respective authorities in future, the same would be recovered on actual basis from the Promoter.

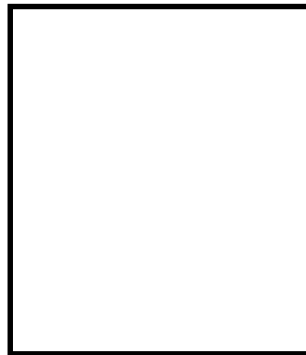
**SCHEDULE UNDER SECTION 32(A) OF THE REGISTRATION ACT, 1908**  
**(PROMOTER - VENDOR - FIRST PART)**



---

⇒ **SILVERSTONE BUILDCON, A Partnership Firm through its  
authorized Partner Mr. LALITKUMAR BHUPENDRABHAI PATEL**

**(ALLOTTEE - PURCHASER - SECOND PART)**



---

(1) \_\_\_\_\_



---

(2) \_\_\_\_\_