

## રજીસ્ટ્રેશન પહોંચ

પહોંચ નંબર ૨૦૧૯૦૧૭૦૨૮૬૨૮ દસ્તાવેજ નંબર ૧૦૫૮૮ દસ્તાવેજ વર્ષ ૨૦૧૯  
તારીખ ૭ માહે ઓક્ટોબર સને ૨૦૧૯

દસ્તાવેજનો પ્રકાર: બાનાખત (કબજા વગર)

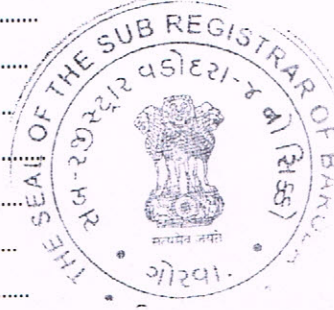
અવેજ

રજુ કરનારનું નામ Neptune Infraspaces Pvt Ltd. through its Director Shri Amish Krupeshbhai Patel

નીચે પ્રમાણે ફી પહોંચી

રૂ. પૈસા

રજીસ્ટ્રેશન ફી..... ૧૦૦.૦૦  
નકલ કરવા ની ફી સાઈડ / ફોલીયો..... ૫૨૦.૦૦  
શેરોની નકલ કરવા માટે ફી.....  
ટપાલ ખર્ચ.....  
નકલો અથવા યાદીઓ (કલમ ૬૪ થી ૬૭ ).....  
શોધ અગર તપાસણી.....  
દંડ કલમ-૨૫.....  
કલમ-૩૪ (કલમ-૫૭ ).....  
નકલ ફી ફોલીયો.....  
ઈન્ડેક્સ-૨ ફી .....



કુલ ચેકદરે રૂ. ૬૨૦.૦૦

### અંકે રૂપીયા છ સો વીસ પુરા

દસ્તાવેજ

ના દિવસે તૈયાર થશે અને

તે રજીસ્ટર ટપાલથી મોકલવામાં

આવશે.

નકલ

કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

Gujarat Spum Pipe Compound  
P O Samiala  
Padra Road  
Vadodara

અગર

ને આપશો

રજુ કરનારની સહી

R U Rathava  
સબ રજીસ્ટ્રાર  
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અનુક્રમણિકા નંબર - ૨

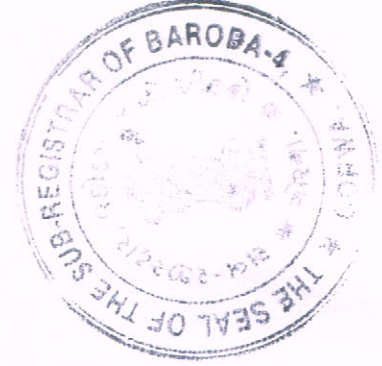
સબ-રજીસ્ટ્રાર કચેરી

Sub-Registrar Office(SRO) Vadodara-4 Gorva

ગામનું નામ	દસ્તાવેજનો પ્રકાર અને અવેજ (બાકી પડેલા ફિસ્સામાં આકાર પટે આપનાર અથવા પટે આપનાર આપે છે તે જણાવવું)	સર્વે નંબર પેટા વિભાગ નંબર અને ઘર નંબર (જો કંઈ પણ હોય તો)	ક્ષેત્રફળ	આકાર અથવા જુડી આપવામાં આવે ત્યારે તે.	દસ્તાવેજ કરી આપનાર પક્ષકરનું નામ અથવા દિવાની કોર્ટના હુકમનામા અથવા આદેશના સંબંધમાં પ્રતિવાદીનું નામ	દસ્તાવેજ કરી લેનાર પક્ષકરનું નામ અથવા દિવાની કોર્ટના હુકમનામા અથવા આદેશના સંબંધમાં વાદીનું નામ	સહીની તારીખ	અનુક્રમ, વોલ્યુમ અને પૃષ્ઠ નંબર	શેરો
સુભાનપુરા	બાનાખત (કબજા વગર)		Unit No B-914 on 9th Floor Tower B  Carpet area of 27.31 Sq.mtr (builtup area of 29.40 Sq.mtr) and undivided share of land 9.65 Sq.mtr  NEPTUNE TRION  R S No 108/B, 111/B & 112/B (City Survey No 921/P & 1100/B) of Village Subhanpura admeasuring 10343.75 Sq.mtr		Neptune Infraspace Pvt Ltd. through its Director Shri Amish Krupeshbhai Patel	Smt. Saeedabanu Abdurrauf Shaikh	07/10/2019	10588	
મુકાબલ કરનાર ખરી નકલ	શી.						07/10/2019		

મુકાબલ કરનાર

ખરી નકલ



Sub-Registrar Office(SRO) Vadodara-4 Gorva

ભરત પટેલ ની તારીખ 09/10/2019 ના રોજની

અરજી નંબર : 17883

તારીખ :



Sub-Registrar Office(SRO) Vadodara-4 Gorva







सत्यमेव जयते

INDIA NON JUDICIAL  
Government of Gujarat  
Certificate of Stamp Duty

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Certificate No. : IN-GJ24829253435167R  
Certificate Issued Date : 03-Oct-2019 06:05 PM  
Account Reference : SHCIL (FI)/ gjshcil01/ ELLORA PARK/ GJ-BA  
Unique Doc. Reference : SUBIN-GJGJSHCIL0192417337549918R  
Purchased by : JAYESH GOHIL  
Description of Document : Article 5(h) Agreement to Sale  
Property Description : MOJE SUBHANPURA RS NO-108/B,111/B AND 112/B CS  
NO-921/P AND 1100/B UNIT NO-B-914 NEPTUNE TRION  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : SMT SAEEDABANU ABDURRAUF SHAIKH  
Second Party : NEPTUNE INFRASPACE PVT LTD  
Stamp Duty Paid By : SMT SAEEDABANU ABDURRAUF SHAIKH  
Stamp Duty Amount(Rs.) : 300  
(Three Hundred only)



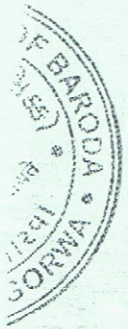
SR 0004481078

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



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**AGREEMENT TO SELL**

THIS AGREEMENT TO SELL (hereinafter referred to as the 'ATS') IS ENTERED INTO AT VADODARA, THIS 7<sup>th</sup> DAY OF October 2019,

x Suresh A A. H. Pethi



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**BETWEEN**

**PURCHASER/S**

1. Smt. Saeedabanu Abdurrauf Shaikh, Aged : about 54 Years, Occupation: Professional, Aadhar Card No. 4464 1971 1944, Income Tax PAN No. AFOPS7140E;

Residing at 32, Mehdinagar Society, B/h. Bavamanpura, Outside Panigate, Vadodara; hereinafter in this ATS, referred to as the "PURCHASER/S" OR "PARTY OF THE FIRST PART", which expression shall, wherever the context permits, be deemed to mean and include, the heirs, executors, assigns, administrators, legal representatives of the PARTY OF THE FIRST PART

AND

**OWNERS**

Neptune Infraspace Pvt.Ltd., (PAN - AADCN1428R), a Company formed and incorporated under the Companies Act, 1956, having its registered office at Neptune Campus, Nr.Atlantis Heights, Sarabhai Marg, Vadiwadi, Vadodara, Gujarat, represented through its Director **Shri Amish Krupeshbhai Patel**, Aadhar Card No. 2824 9556 1503 ; PAN : ACUPP1752E; hereinafter in this ATS, referred to as the " OWNERS" OR "PARTY OF THE SECOND PART", which expression shall, wherever the context permits, be deemed to mean and include, the heirs, executors, assigns, legal representatives, and administrators, of the PARTY OF THE SECOND PART.

WHEREAS:

X *Saeedabanu*

*A. H. Patel*



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- A. The PARTY OF THE SECOND PART are owners of lands of Revenue Survey No. 108/B, 111/B & 112/B (City Survey No.921/P & 1100/B) of Village Subhanpura admeasuring 10,343.75 Sq.Mtrs., referred to as Building Envelope(J)-Block J&K in the Registration sub-District of VADODARA which is hereinafter referred to as the "Said Lands" in this ATS.
- B. The Collector of Vadodara has granted permission for non-agricultural use of the said lands for Commercial purposes vide orders bearing No. NA /K.67/ SR / 94 / 2015-2016 dated 19/09/2016.
- C. The Owners have organized and undertaken development and construction of a project of retail & office units known as 'NEPTUNE TRION' upon the Said Lands herein after referred to as the Said Project in this ATS. The Owners have registered the Project under provisions of the Real Estate (Regulations and Development) Act, 2016 (Act) and rules made there under with Real Estate Regulatory Authority (RERA) at Vadodara, Gujarat having registration no. PR/GJ/VADODARA/VADODARA/Others/CAA03557/031018.
- D. The Vadodara Municipal Corporation has approved Layout Plans and Plans for construction on the Said Assigned Lands vide the Permission No. Ward/10/HB - 14/2018-19 dated 21/07/2018 as per the rules and bylaws of the local authority, however, the Purchaser/s hereby agrees that the Owners may make such variations and modifications in the specifications as may be required to be done within the rules and bylaws of the local authority. However, such variations and modifications in the specifications shall be made by the Owners in consultation with the Purchaser/s.

x Quies-A.

A.H. Patel



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E. The Owners have agreed to execute the present ATS in favor of Purchaser/s for identification, conditional allotment and conditional transfer of Office No. **B-914 on 9<sup>th</sup> Floor of Tower B** carpet admeasuring **27.31** Sq. Mtrs. (built up area admeasuring **29.40** Sq. Mtrs.) and undivided share in the common land, facilities, amenities, internal roads etc. herein after in this agreement referred to as the "Said Unit". The "carpet area" means the net usable floor area of the Unit, excluding the area covered by the external walls, areas under the services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal walls of the Unit. Area of unit and the consideration towards construction shall be as per final layout. The Said Unit is forming integral part of the Said Project of the Owners. The Said Unit is more particularly described in the Schedule A hereunder written and upon terms and conditions hereinafter set out. The Scope of the Construction covered in this agreement is more particularly described in Schedule B.



**NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AFOREMENTIONED AS UNDER:**

1. The Purchaser/s have satisfied themselves with regard to the titles and authority of the Owners in respect of the Assigned lands on or before the execution of this ATS. The Purchaser/s have taken inspection of all documents and agreements relating to the Said Project, including Certificate of Title issued by the attorney at law or advocate of the Owners, 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 Owners and are fully satisfied about the same. THE Owners, also confirms that the title of the Said Unit is clear, marketable and free from any encumbrances and is responsible to maintain the titles as clear. The Purchaser/s have inspected the plans as approved by the Local

x *Suresh-A.*

*A. H. Pott*



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Authority and of other such documents as are specified under the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under and the Purchaser/s is satisfied in respect of the same.

2. The authenticated copies of the plans has been annexed and marked as Annexure A.
3. The Owners may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 8% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Owners

3a. That further the purchaser hereby agrees upon the consideration paid and finalized between purchaser and owner for the said property is finalized upon fulfillment of the clause 3 and upon this the deed is established.

4. The Owners have agreed to execute the present ATS in favor of Purchaser/s for identification, conditional allotment and conditional transfer of the Said Unit for a Total Amount of **Rs. 17,77,239/- (Rupees Seventeen Lakh Seventy Seven Thousand Two Hundred Thirty Nine Only)**.

The total consideration mentioned above for the Said Unit shall be payable as per the following schedule:

Sr.No.	Payment Schedule	Percentage	Amount Rs.
1	On Booking	20%	3,55,448.00
2	On Plinth Level	15%	2,66,586.00
3	On 3 <sup>rd</sup> Floor Slab	5%	88,862.00

x Revised A.

A. H. P. H.



4	On 6 <sup>th</sup> Floor Slab	5%	88,862.00
5	On 9 <sup>th</sup> Floor Slab	5%	88,862.00
6	On 12 <sup>th</sup> Floor Slab	5%	88,862.00
7	On 15 <sup>th</sup> Floor Slab	5%	88,862.00
8	On 17 <sup>th</sup> Floor Slab	5%	88,862.00
9	On Terrace Floor	5%	88,862.00
10	On 6 <sup>th</sup> Floor Masonry	5%	88,862.00
11	On 12 <sup>th</sup> Floor Masonry	5%	88,862.00
12	On 17 <sup>th</sup> Floor Masonry	5%	88,862.00
13	Internal Individual Plaster	10%	1,77,723.00
14	On Possession/Finishing/ Maintenance Deposit	5%	88,862.00
<b>Total Cost</b>			<b>17,77,239.00</b>

5. Whereas the Purchaser/s have paid the consideration against Total Cost for the Said Unit of **Rs.5,36,365/- (Rupees Five Lakh Thirty Six Thousand Three Hundred Sixty Five Only)** as under:

Name of Bank	Cheque No.	Date	Amt in Rs.
ICICI Bank	599217	20/08/2018	3,74,499.00
Allahabad Bank	057113	29/08/2018	1,61,866.00
<b>Total Rs...</b>			<b>5,36,365.00</b>

6. In addition to the total consideration indicated above other charges to be paid by the Purchaser/s are as follows:
- Charge towards reimbursement of legal expenses.
  - Any additional fees to be paid towards electricity connection, or other local authorities if applicable, for said Unit.
  - The Owners have formed or will form a Common Maintenance Society (association, company, partnership firm etc. herein after referred to as the "CMS") for which the Purchaser/s has to directly pay the CMS the common

X *Saies.A.* *A.H. Peth*

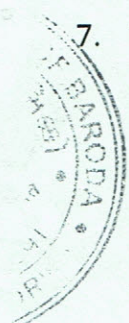


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maintenance deposit of Rs. 1,10,726/- (Rupees One Lakh Ten Thousand Seven Hundred Twenty Six Only) and the Purchaser/s compulsory have to be a member of the CMS as mentioned in Clause number 8.

d. Stamp duty, GST, Registration charges and miscellaneous expenses will be extra as per the rates prevailing at the time of registration of Agreement to Sell and/or Sale Deed. These charges are to be paid at actual at least 7 days prior to the date of registration of Agreement to Sell and Sale Deed.

e. Any other charges applicable, taxes, municipal charges/taxes, VUDA charges/taxes etc.



7. The total price is escalation free, save and except escalations/increases, due to increase on account of development charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Owners undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Owners shall enclose the said notification /order/rule/regulation published/issued in that behalf.

8. All the present and future members / Purchaser/s of the said scheme shall join in forming and registering and will have to be a part of an association / society / company to be known by such name as the Owners may decide, for the management and maintenance of common lands and common facilities of the said scheme and all the unit holders including the present Purchaser/s shall have to compulsorily become members of such association / society / company and shall have to observe the rules and regulations of the same. For this purpose the Purchaser/s shall from time to time sign and execute applications, papers and documents necessary for the formation and registration of such society / association etc. and for becoming a member,

X Suresh.A.

A.H. Patil



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including the bye laws of the proposed society. No objection shall be taken by the Purchaser/s if any changes are made in the draft bye laws as may be required by the competent authority. It is specifically agreed that the Purchaser/s will abide to all the rules and by-laws set by the **CMS**. Such Common Maintenance association / society / company is herein referred to as the **CMS** in this agreement. Said CMS shall be formed by all the Purchaser/s of the Units of the 'NEPTUNE TRION'

9. It is agreed that no member shall be entitled to claim partition or separation of his/her undivided share in the said common land and common facilities. All the members shall be entitled for the common use and enjoyment of common facilities of the said scheme subject to the condition that they have regularly paid the maintenance charges and other fees for the enjoyment and use of such common facilities.
10. The Purchaser/s shall have no claim save and except in respect of the Said Unit, hereby agreed to be purchased by Purchaser/s. Such claim shall however arise only after the entire Amount has been paid and Sale Deed of the Said Unit has been duly executed in favour of the Purchaser/s. The Purchaser/s shall only have the right to get the Sale Deed executed in his/her favour so long as he/she is fulfilling and willing to fulfill his/her obligations under this Agreement
11. All other charges indicated above for the conveyance shall be borne by the Purchaser/s. Any additional stamp duty or any other statutory charges that becomes payable at any time in future shall also be borne by the Purchaser/s.
12. The Owners hereby declares that the Floor Space Index available as on date in respect of the project land is **18618.75** square meters only and Owners has planned to utilize Floor Space Index of by availing of **18618.75 + 18618.75 =**

  
A. H. Patil

A. H. Patil



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**37237.75** square meters 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 Owners has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Office/s based on the proposed construction and sale of Office/s to be carried out by the Owners by utilizing the proposed **37237.75** square meters FSI and on the understanding that the declared proposed FSI shall belong to Owners only. Owners can revise RERA registration if revise development permission receive before receiving BU or Completion certificate along with 2/3 Purchaser consent as per Section 14 of RERA Act. After receipt of BU Permission or sale deed all future FSI belongs to Association of Purchaser only and then after Owners has no right in that FSI. The Owners shall not have any claim over F.S.I., additional F.S.I. and Terrace rights after Building Use Permission has been obtained. Such rights if any will be enclosed by the society of buyer.

13. That the Owners shall be entitled to assign Development rights in favor of any third party in part or in full for which the Purchaser/s shall have no objection.
14. That the Purchaser/s shall not without a written confirmation of the Owners /CMS agree to let, sublet, permit occupation, sell, lease, rent out, convey, mortgage, create charge over or assign the rights in respect of the Said Unit agreed to be purchased by the Purchaser/s till all such amounts as indicated in this agreement, are fully paid up, and after all the terms and herein and thereof are fully complied with. In the event of the Purchaser/s are requiring to mortgage or create charge on the said unit, the Purchaser/s shall do so only

X *Ames.A.* *A.H. Patel*



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with a nationalized bank or recognized financial institution and shall not do so with any private lender and the Purchaser/s shall send a written intimation to Owners/CMS before doing so. In an unlikely case of an unredeemed mortgage, the nationalized bank or financial institution taking charge of the said Unit shall be binding to all the terms and conditions embodied in this ATS. The terms and conditions embodied in this ATS, shall apply equally and with full force to all subsequent transferees, assignees, lessees, licensees of the Purchaser/s wherever relevant.

15. Once the construction work is completed and the possession of the Said Unit is handed over to the Purchaser/s, thereafter, the Purchaser/s shall not change or modify the design & elevation either by using permanent or temporary means of construction, locations of water supply pipelines, drainage pipelines and also shall not make any changes in the construction work which may cause damage to the main structure of the building or which may adversely affect the strength of the building or cause nuisance or inconvenience to other members of the scheme.

16. If the Purchaser/s would like to have any additions, alterations, modifications in the internal parts of the Said Unit, apart from what is shown in the approved layouts and mentioned in Schedule B the same shall be informed to the Owners well in advance. The Owners, if it is possible shall make such additions, alterations, modifications and the Purchaser/s undertakes to pay extra cost of the same as suggested by the Owners. The said extra work shall be undertaken only after the advance payment is made towards the said change. It is made clear that no such requests shall be entertained if such suggested additions alterations, or modifications changes the exterior appearance of the Said Unit and building of NEPTUNE TRION.

x Priscilla A.

A. H. Patel



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17. The Purchaser/s hereby undertakes that they shall not allot any of the construction / civil work or any other incidental work therein either in part or full to any other contractor / agency except the Owners for the scope as mentioned in Schedule B.

18. The Purchaser/s undertakes to make the payments towards the consideration and all other charges mentioned in this agreement as per terms agreed upon by and between the parties as aforesaid. The Owners shall be entitled to retain the possession of the Said Unit till the full and final payments are made by the Purchaser/s as per mentioned in this agreement.

19. That the Owners shall convey the Said Unit to the Purchaser/s within 31/01/2024 from the date of this ATS, upon and only after, all amounts as agreed upon in this ATS are duly paid by the Purchaser/s, and all terms and conditions herein and thereof are duly complied with and subject to the condition that there shall be no further internal changes to the layout once finalized by the Purchaser/s.

It is, however, understood that the specification of the Said Unit as indicated in this ATS, may be altered, on account of any statutory compliance and / or convenience of planning by the Owners and the Owners shall inform the Purchaser/s regarding any such change and the Purchaser/s shall have no right to take objection for the same.

20. The handing over of the possession, on the Completion Date, shall without prejudice to each other, be subject to the following:

- i. Availability of the cement, steel or others building materials, electric and/or power connections, drainage connection and water connection.

x Dr. A. A. A. H. P. H.



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- ii. The Owners shall not be responsible for delay in handing over the possession of the Said Unit, on account of any act of God such as earthquake, flood or any other natural calamity or act of enemy, act of government or any rules, regulations or legislation or any other force majeure causes beyond their control.
- iii. Any deviation / modification / improvement / addition from / in / to the construction as per standard specifications, required by the Purchaser/s, to be carried by the Owners, will lead to delay in delivery schedule and under the circumstances, the completion date may likely to be extended which shall be informed by the Owners to the Purchasers at relevant time.
- iv. Delay in making regular payments against consideration, statutory dues, other charges, to the Owners or any local authority by the Purchaser/s.

21. The Owners hereby undertake to provide necessary Completion Certificate, Drainage Connection, Occupation Certificate, Electricity Connection, Water Connection, etc. complete in all respect and shall handover a peaceful premises to the Purchaser/s.

22. If within a period of five years from the date of conveying the Said Unit to the Purchaser/s, the Purchaser/s brings to the notice of the Owners any structural defect in the Said Unit on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Owners at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Owners, compensation for such defect in the manner as provided under the said Act. Provided that the Owners shall not be liable in respect of any structural defect or defects on

X Praveen.A

A.H.Patel



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account of workmanship, quality or provision of service which cannot be attributable to the Owners or beyond the control of the Owners.

23. The possession of the Said Unit shall remain and be deemed to remain in possession of the Owners and will be handed over when the total consideration under this agreement and other documents such as Allotment Letter, Agreement To Sell and Sale Deed are made in full and is received by the Owners, subject to the completion of the Unit, Maintenance Deposit has been paid to CMS and other expenses are reimbursed to the Owners for which registered sale deed will be executed. The Purchaser/s shall not, till such time, be entitled to possession of the Said Unit.

24. **Procedure for taking possession** - The Owner, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the [Office/s], to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Owner shall give possession of the [Office/s] to the Purchaser. The Owner agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner. The Purchaser agree(s) to pay the maintenance charges as determined by the Owner or association of purchasers, as the case may be. The Owner on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

- The Purchaser shall take possession of the Office/s within 15 days of the written notice from the promoter to the Purchaser intimating that the said Office/s are ready for use and occupancy:

x Amicus.A. A.H. Poth



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- **Failure of Purchaser to take Possession of [Office/s]:** Upon receiving a written intimation from the Owner as per clause, the Purchaser shall take possession of the [Office/s] from the Owner by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner shall give possession of the [Office/s] to the purchaser. In case the Purchaser fails to take possession within the time provided in clause 24 such Purchaser shall continue to be liable to pay maintenance charges as applicable.
25. The Owners are liable to pay the corporation taxes, dues, Mehsul if any, till the date of execution of sale deed. All subsequent liabilities shall be that of the Purchaser/s.
26. The Owners shall not mortgage or create a charge on the Said Unit 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 an interest of the Purchaser/s.
27. The Owners shall be entitled to alter the terms and conditions of the ATS, relating to the unsold/subsequently sold/separately sold, premises in the Said Project.
28. If any provision of this Agreement shall be determined to be void and unenforceable under the said Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the said Act or Rules and Regulations made thereunder or the applicable law, as



x *Swire-A.*

*A.H. POTH*



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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. If required the terms and conditions of this ATS shall only be altered/changed/affected with the consents of both the parties.

29. This ATS, does not in any way affect the rights of the Owners to allot/book/agree to sell the other units in the Said Project and that they have an exclusive right over all the remaining units and they shall be at liberty to allot /book / agree to sell the same as and when they may deem fit.

30. The Purchaser/s have confirmed that irrespective of this and other Agreements, the Sale Deed shall supersede all the previous deeds, agreements executed between the parties in all aspect including admeasuring, consideration, terms and conditions etc. The Purchaser/s shall not claim any relief except the terms and conditions as stated in the sale deed which the Purchaser/s admit and have signed the present ATS.

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

**32. CONSEQUENCE OF DEFAULT:**

32.1 If the Owner fails to abide by the time schedule for completing the project and handing over the [Office/s] to the Purchaser, the Owner agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of **8%** per annum, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession.

x *Sanjay-A.* *A. H. Patel*



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The Purchaser agrees to pay to the Owner, interest at the rate of **8%** per annum, on all the delayed payment which become due and payable by the Purchaser to the Owner under the terms of this Agreement from the date the said amount is payable by the purchaser(s) to the Owner.

32.2 Without prejudice to the right of owner to charge interest in terms of sub clause 32.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Owner under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the purchaser committing three defaults of payment of installments, the Owner shall at his own option, may terminate this Agreement:

32.3 Provided that, Owner shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the purchaser and mail at the e-mail address provided by the Purchaser, 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 Purchaser fails to rectify the breach or breaches mentioned by the Owner within the period of notice then at the end of such notice period, owner shall be entitled to terminate this Agreement.

32.4 Provided further that upon termination of this Agreement as aforesaid, the Owner shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Owner) within a period of thirty days of the termination, the installments

x Shri. A. A. H. Patel



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of sale consideration of the Office/s which may till then have been paid by the Purchaser to the Owner.

32.5 The Owner shall give possession of the Office/s to the Purchaser on or before 31/01/2024. If the Owner fails or neglects to give possession of the Office/s to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Owner shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Office/s with interest at the same rate as may mentioned in the clause 32.1 herein above from the date the Owner received the sum till the date the amounts and interest thereon is repaid.



### 33. DISPUTE RESOLUTION:

That any dispute between the parties to this agreement relating to the interpretation of this agreement or otherwise, shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

x Shri A. H. Patil

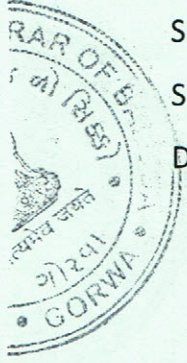


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**SCHEDULE A**

( Description Of Unit Hereby Agreed to Be Sold )

All that Unit no. **B-914 on 9<sup>th</sup> Floor of Tower B** having total carpet area of **27.31** Sq. Mtrs. (built up area of **29.40** Sq.Mtrs.) and Proportionate right in common areas of said building namely passage, foyer, terrace, stairs, Lift along with stipulated undivided interest in land i.e undivided share of Land 9.65 Sq.Mtrs forming integral part of the in the scheme named '**NEPTUNE TRION**', which has been organized on the land of Revenue Survey Nos. 108/B, 111/B & 112/B (City Survey No.921/P & 1100/B) of Village Subhanpura admeasuring 10,343.75 Sq.Mtrs, referred to as Building Envelope(J)-Block J&K in the Registration sub-District of VADODARA in the state of Gujarat and is bounded as under :



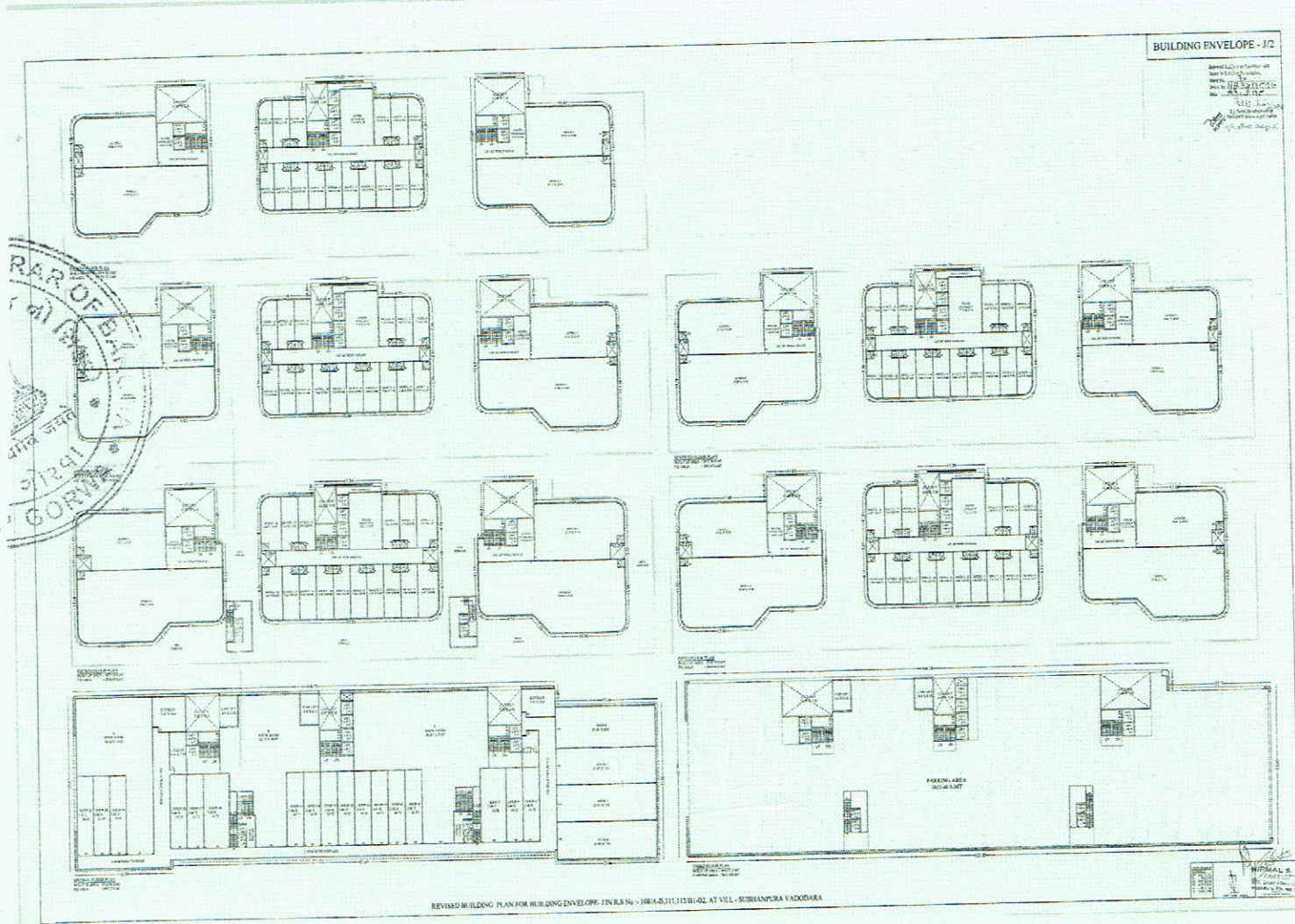
East : By Unit No. B-915 & 10 Ft wide Passage  
West : By Community Boundary  
North : By Unit No.B-915 & Community Boundary  
South : By Community Boundary

x *Swires.A.* *A.H. Patel*



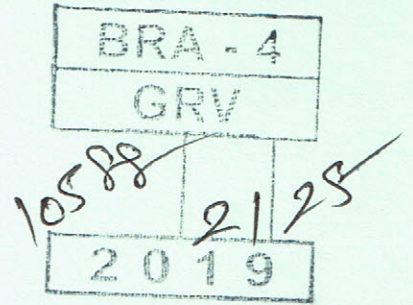
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Annexure A



x Ravi-A  
A. H. Patel





## SCHEDULE B

Scope of work for the Said Unit covered in this agreement.

### STRUCTURE & WALL CONSTRUCTION

- Earthquake Resistant R.C.C. Framed Structure
- Internal Walls With wall putty & External Walls with weather proof paint/cladding/glass glazing over double-coat plaster
- External façade in toughened, glazed glass

### FLOORING & WALL CLADDING

- Premium Vitrified Tile Flooring
- Natural Stone / Vitrified Tiles Flooring in corridor & Stairs
- Designer Tiles / Granite Flooring in Lobby

### ELECTRICAL

- Shock Proof Protection with Latest ELCB/MCB in each nit
- Designated area for fixing of Air-Conditioner outdoor units as provided by the architect
- Power Backup for Common Area illumination , Elevators & Fire Fighting System
- Fire Safety Equipments and Hose reel in common areas for Fire Safety as per norms

### DOORS & WINDOWS

- Natural Anodized / Powder Coated Aluminium Section Windows
- Laminate / Veneer Finish Decorative Doors with Safety Lock for Offices

### TOILETS

- Ceramic Tiled Floors & Walls up to required Level
- Premium Branded CP Fittings

### CAR PARKING

- Ample Car Parking provided in 2 Basements & 3<sup>rd</sup> Floor

### ELEVATORS

- 8 High Speed Elevators for Offices
- 2 Elevators for Retail

x *Prince A.*

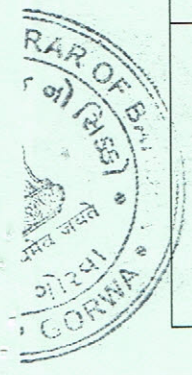
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IN WITNESS WHEREOF, the parties have here to set their respective hands,  
this 7<sup>th</sup> day of October, 2019 at Vadodara.

The common seal of the Within named "The Owners/s" Through their Director Shri Amish K Patel the Party of the Second Part	M/s. Neptune Infraspac Pvt.Ltd.  <u>A.K. Patel</u>  (Director)
In presence of witnesses  <u>[Signature]</u>	  <u>[Signature]</u>



X [Signature]



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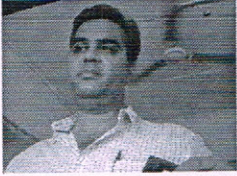
Serial No. 10588 Presented of the office of the Sub-Registrar of S.R.O - Gorva Between the hour of 13 To 14 on Date 07/10/2019

Receipt No :- 2019017028628

Received Fees as following

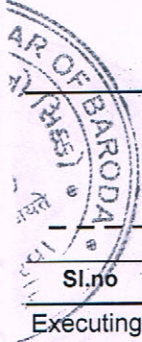
Rs.

Registration	100.00
Side Copy Fee (26)	520.00
Other Fees	0.00
<b>TOTAL :-</b>	<b>620.00</b>



A.H. Patel

Neptune Infraspce Pvt Ltd. through its Director Shri Amish Krupeshbhai Patel



[Signature]  
R U Rathava  
Sub Registrar  
S.R.O - Gorva

[Signature]  
R U Rathava  
Sub Registrar  
S.R.O - Gorva

Sl.no	Party Name and Address	Age	Photograph	Thumb Impression	Signature
1	Neptune Infraspce Pvt Ltd. through its Director Shri Amish Krupeshbhai Patel Gujarat Spum Pipe Compound P O Samiala Padra Road Vadodara PANNO:AAVFA1256F	36			<u>A.H. Patel</u>

Executing Party admits execution



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1 Narendrabhai H Khatri  
Chokhandi  
Vadodara



2 Rajdip Mahendrabhai Pandya  
Gotri  
Vadodara



State that they personally known above named  
executant and Indetifies him/them.

1.

2.

Date: 7 Month: October -2019



R U Rathava  
Sub Registrar  
S.R.O - Gorva

Received Copies of Certified Evidence of Seller, Buyer and  
Identifiers of Document

Date: 07/10/2019

R U Rathava  
Sub Registrar  
S.R.O - Gorva



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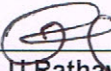
Book No.

10588

Registered No.

Date: 07-10-2019



  
R U Rathava  
Sub Registrar  
S.R.O - Gorva

