

AGREEMENT FOR SALE

THIS AGREEMENT made/executed at Ahmedabad this _____ day of _____ Two thousand _____ By and Between

M/s. Classic Build Projects Private Limited (PAN : _____) a Company duly incorporated under the Companies Act, 1956 having its office at 14/16, Classic Sunny Complex, Nr. Swaminarayan College, Shahalam Tolnaka, Ahmedabad through its director **Mr. Baracatali Bahadurali Narsihndani** adult by age, Religion by Muslim, Residing at: 14/16, Classic Sunny Complex, Nr. Swaminarayan College, Shahalam Tolnaka, Ahmedabad hereinafter called "THE DEVELOPER" and/or "THE VENDOR" and/or "THE PROMOTER" of the First Part.

IN FAVOUR OF

Name of Customer

Aged _____ years, Religion:- _____

Occupation : Business/Service/household

Having Address at :- _____

Hereinafter called "THE PURCHASERS" or "THE INTENDED PURCHASERS" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, legal representatives, executors and successors) of the Second Part.

(A) WHEREAS the Vendor herein is absolute owner - occupier and is seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces or parcels of non- agricultural lands of Survey No. 8/2 admeasuring 5269 sq. mtrs., together with standing Construction situate, lying and being at Mouje: Maktampur, Taluka: Vejalpur and District: Ahmedabad and Registration Sub District Ahmedabad-4 (Paldi) , and in the revenue record the said lands stands in the name of the vendor herein. The said lands are more particularly described in the Schedule-1 hereunder written and shall be hereinafter collectively referred to as the said "Project Land" in this Agreement for Sale.

(B) That the Vendor herein has acquired the said Project Land vide a deed dated 24/10/2011 registered before the Sub Registrar of Ahmedabad-04 (Paldi) under

Sr. No.12377 dated 24/10/2011. Upon such deed, the Vendor herein has been put in quiet, vacant and peaceful possession of the said Project Land.

- (C) That, in respect of the said land Development Permission & plans were sanctioned by Ahmedabad Urban Development Authority under its letter bearing No. PRM/129/12/2006/477 dated 30/08/2011 along with Conditions stated therein. (for 32 Commercial Units & 124 Residential Units, Cellar/Basement, Hollow plinth, Ground & First Floor – Commercial & Residential, 2nd Floor to 9th Floor – Residential Units, 10th Floor, Stair Cabin & Machine Room).
- (D) That, in respect of the land of Non Agricultural Use Permission for Residential and Commercial Purpose was issued by Deputy Collector, (N.A) Ahmedabad vide his order bearing No. CB/CTS-2/NA/SR-708/2009 dated 29/12/2009.
- (H) That as per the said approved plan the vendor has commenced development of the said Project Land and started construction of Residential and Commercial Project named **"CLASSIC HEIGHTS"** (hereinafter referred to as said "Project"). The Project consists of Two Block of Ten Floors with a Single basement consisting 124 number of apartments and 32 number of commercial in total and the construction detail as per the Development Permission issued by designated authority attached herewith as Annexure- A.
- (I) AND WHEREAS the vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said "Act" and the Gujarat Real Estate Regulation and Development)(General) Rules, 2017 (Hereinafter referred to as the said "Rules") With the Real Estate Regulatory Authority at Ahmedabad (hereinafter referred to as the said "Authority") and the said Authority has issued a Registration Certificate of Project dated-----
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A copy of the said Registration Certificate is annexed herewith at Annexure-B.
- (J) In the said project known as **"CLASSIC HEIGHTS"** the Purchaser herein has expressed their desire for purchasing as residential apartment/commercial unit and the Vendor has agreed to sell Flat No./Shop No. _____ on the _____

Floor as per Approved Plan by AUDA and admeasuring _____ sq. yds./sq. ft. of super built-up area approximately, hereinafter referred to as the "said Property/ Apartment/Commercial Unit" in this Agreement for Sale and more particularly described in the Schedule-II hereunder written, The detail of the carpet area (as per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the Purchaser) to the said Property is as follows:

Unit No - _____

Carpet Area Sq. mtrs. - _____

"Super Built-up Area" of the said Property, as referred above is mutually fixed and agreed between the Parties after taking into consideration construction areas of the Project other than carpet area. The Purchaser is satisfied with the same and has no disputes in this regards. It is further clarified that the area of architectural projection is not included in the above area table.

(K) AND WHEREAS, prior to the execution of this Agreement for Sale, the Vendor has given to the Purchaser copies of all the title document relating to the Project Land, Title Certificate, copies of sanctioned plans and development permission issued by the authority, copy of N.A. Use permission, copies of the plans, project specifications and such other documents as are specified under the said Act. The Purchaser have themselves and through their Advocates/Consultants verified all details and documents and the Purchaser is fully satisfied about the right, title and interest of the landlord and vendor with respect to the said Project land on which the Project "**CLASSIC HEIGHTS**" is being constructed and regarding the permissions obtained by the Vendor and in future the Purchaser shall not raise any dispute/objection in respect of the same. The Purchaser has also verified the document filed/uploaded by the Vendor with the said Authority and is satisfied with the same.

(L) The Vendor and Purchaser have negotiated for the sale of the said Shop/Apartment belonging to the Vendor and more particularly described in the Schedule-II written hereunder and as a result thereof, the Vendor has agreed to sell and the Purchaser has agreed to purchase the said Apartment on the terms and conditions appearing hereinafter.

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

1. RECITALS PART OF THE AGREEMENT:

The Parties hereby agree and confirm that all the recitals of this Agreement form and integral part of this Agreement and shall be read accordingly.

2. SALE AND PURCHASE OF APARTMENT AND PAYMENT OF PURCHASE CONSIDERTION:

2.1 The purchaser is/are desirous of purchasing and acquiring from the Vendor, on what is commonly known as ownership basis, an Apartment/Shop bearing no. _____, situated on the _____ Floor as per approved plan having Carpet Area of _____ Sq. Mtrs, together with use and exclusive possession of _____ number of balcony and _____ number of Wash area together having Carpet Area of _____ Sq. Mtrs in the Project known as "**CLASSIC HEIGHTS**" situated on the said Project Land for the consideration and on the terms and conditions herein contained. The said Apartment /Shop and said Attached Area to the said Apartment/Shop are shown in red colour boundary line in the floor plan being Annexure-C annexed hereto.

2.2 In consideration of the Vendor, Having agreed to sell and the Purchaser having agreed to purchase the said Apartment/Shop and the Attached area to the said Apartment,/Shop the purchaser shall pay to the Vendor a sum of Rs. _____/- (Rupees _____ Only) being the purchase consideration (hereinafter "the Purchase Consideration") which is calculated on the basis of the Carpet Area of the Said Apartment/Shop and includes price for the said Attached Area meant for exclusive use of the Purchaser and proportionate price of the common areas and facilities of the said Project. The nature, extent and described in the common areas and facilities are more particularly described in the Schedule-III annexed herewith.

2.3 The Purchaser has on or before the execution of this Agreement paid to the Vendor, in the following manner, a sum of Rs. _____/- (Rupees _____ only) being the earnest money (hereinafter referred to as "Earnest Money"), the receipt whereof is hereby admitted and acknowledged by the Vendor (subject to realization of cheque(s)) and of and from the same and every part thereof forever acquit, release and discharge the Purchaser:

Sr. No	Amount Rs.	Cheque No.	/DD Date	Bank Name and Branch

TOTAL Rs._____/- **(Rupees** _____
only)

2.4 The purchaser hereby agrees to make the remaining payment of the Sale Consideration to the Vendor and Promoter agreed below from the date of the execution of this Agreement to Sell. Such remaining payments will be done from time to time in the installments as stipulated below or within 15 (fifteen) days from the communication of the completion of the Scheme whichever is earlier;

Sr. No.	Particulars	Percentage (%)
1.	At the time of execution of Agreement to Sell	20%
2.	within 45 days from the date of booking	65%
3.	At the time of possession	5%

Total Rs._____/- **(Rupees** _____ **only)**

2.5 It is agreed between the parties that the Purchase Consideration is exclusive of any taxes, levies, cesses, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, and payable in respect of the said Apartment/Shop or howsoever arising from the transaction contemplated herein to any Government Authority. Any and all taxes, that is service tax, value added tax (VAT), GST or Stamp Duty, registration fees, or any tax, levy or imposts etc. arising from sale or transfer of the said Apartment/Shop to the Purchaser or the transaction contemplated herein shall be borne and paid by the Purchaser or reimbursed by the Purchaser within 7 day of demand raised by way of Notice by the Vendor to the Purchaser.

2.6 The Purchaser Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time or on account of any additional fixture/facility (other than standard fixtures provided/declared by the Vendor) demanded by the Purchaser in the said Property. The Vendor undertakes and agrees that while raising a demand on the purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc. the Vendor shall enclose the said

notification/order/rule/regulation published/issued in that behalf to the effect along with the demand letter being issued to the Purchaser.

- 2.7 The Purchaser shall pay to the Vendor the installments of Purchase Consideration mentioned herein above or any other dues under this Agreement on their respective due date is to be reckoned with some event, then Purchase Consideration shall be payable by the Purchaser within 7 Days upon intimation/Notice by the Vendor of the occurrence of such event and the liability to pay such amount.
- 2.8 The Purchaser agree(s) that payment of the amounts by the Purchaser to the Vendor under this Agreement are required to be paid on respective due date, the time being essence of contract and any default by the Purchaser in this regard shall entitle the Vendor to enforce default remedies as set out hereunder.
- 2.9 The Purchaser authorizes the Vendor to adjust/appropriate all payments made by the Purchaser under any head(s) and in any order as the Vendor may deem fit and proper against any outstanding dues of the Purchaser under this Agreement and the Purchaser shall not raise any dispute in this regard.
- 2.10 Default by the Purchaser in payment of any charges as per clause 3 outgoing and taxes shall be default under this Agreement and entail the Vendor the enforce default remedies as provided herein or seek the remedies under the said Act or under any other laws.
- 2.11 The Vendor shall confirm the final carpet area of the Apartment that has been agreed to be purchased by the Purchaser after the construction of the Building or Block in which the Apartment is located is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. If the variation in carpet area of Apartment is more than 3% then the Purchase Consideration payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area of more than 3%, then Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of 6% from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area of more than 3% of the Apartment then the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2.2 of the Agreement.

3. OTHER CHARGES PAYABLE BY THE PURCHASER:

3.1 The Vendor shall form a Society of Association or Company or any SPV (hereinafter referred to as "Management Body") for the effective management and maintenance of the common areas and facilities to be provided in the said Project. The Purchaser herein along with other purchaser(s) of Apartments in the Project shall join in forming and registering the Management Body to be known by such name as the Vendor may decide and for the Purchaser shall, for the purpose of formation of such Management Body, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Management Body, including the bye-laws of the proposed Management Body and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the Management Body. The Purchaser shall not raise any objection if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Purchaser further agrees that he/she/it/they shall observe and follow the rules and regulations of the Management Body from time to time and shall regularly pay the common expenses and maintenance charges every month as well as any lump sum amount as may be decided by the said management body for operation and maintenance of common facilities and amenities of the Project.

3.2 In addition to the Purchase Consideration mentioned hereinabove, the Purchaser shall also be liable to pay the following amount by way of charges or deposits:

Sr.	Amount	Purpose
1.	255/-	For purchasing necessary share of the Management body
2	2,00,000/-	Towards Maintenance Deposit

3.3 The Purchaser hereby agrees that he/she/it/they shall also be liable to pay to the Vendor, the Purchaser's share of stamp duty and registration fees payable for transfer of title in common areas in the Project in favor of the Management Body. If the Purchaser fails to pay such amount, and then the Vendor shall be entitled to deduct the proportionate amount from the Maintenance Deposit paid by the Purchaser to the Management Body.

3.4 The said Project **CLASSIC HEIGHTS** consists of 124 Apartment of different area and 32 Commercial Unit it might happen that all the apartments and commercial unit may not be sold or put to use immediately after B.U. Permission as a result of which the expenses and burden for maintenance of the entire Project may fall upon the unit

purchasers who have started using their premises in " **CLASSIC HEIGHTS**". Hence it is hereby agreed between the Parties that for the proper management and maintenance of the Project, the Vendor or its nominated agency shall maintain the Project for an initial period of 2 years of the possession in spite of the Management Body being formed and the title of the common areas and facilities in the Project being transferred to the Management Body as per the provisions of the said Act. The Purchaser shall not raise any dispute/objection in regard in future. The Purchaser agrees that from the date of possession, the Purchaser shall be liable to pay such amount as annual/monthly maintenance as may be decided by the Vendor or the said management Body for maintenance. The Purchaser shall not be entitled to use and demand any services and facilities from the Vendor or the Management Body if they have committed default in payment of maintenance charges.

3.5 Over and above the amounts mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said Apartment shall pay to the Vendor or management Body such proportionate share of the outgoings as may be determined by the Vendor and which are not covered in any other provisions of this agreement.

3.6 The Purchaser shall, prior to the execution of Sale Deed, be liable to pay all Other Charges mentioned in clauses 3 within 7 days upon intimation/Notice by the Vendor of the liability to pay such amount.

4. POSSESSION AND CONVEYANCE DEED:

4.1 The Vendor shall complete the Project and obtain Building Use Permission on or before _____, subject to Force majeure conditions.

4.2 "Force majeure" shall mean any event or combination of events or circumstances beyond the control of the Vendor which cannot (a) by the exercise of reasonable diligence or (b) despite the adoption of reasonable prevention and/or alternative measures, be prevented or caused to be prevented and which adversely affects the Vendor's ability to perform its obligations under this Agreement, which shall include but not be limited to.

- i. Act of God e.g. fire, drought, flood, earthquake, epidemics, natural disasters; or
- ii. Explosions or accidents, air crashes, act of terrorism; or
- iii. Strikes or lock outs, industrial disputes; or
- iv. Non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, shortage of labour or other intermediaries or due to any reason whatsoever; or
- v. War and hostilities of war, riots, bandh or civil commotion; or

- vi. The amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricted Vendor from complying with any or all the terms and conditions as agreed under this Agreement; or
- vii. Any event or circumstances analogous to the forgoing.

4.3 Upon receipt of payment of all outstanding amounts payable under this agreement within 7 days of receipt of Notice of the developer for intimation of completion of the unit and upon such payment being made, the Vendor shall handover possession of the said Apartment to the purchaser simultaneously upon execution and registration of conveyance/sale deed of said Apartment in favor of the Purchaser.

4.4 The Purchaser shall take possession of the Apartment within 15 days of the receipt of written notice from the Vendor to the Purchaser intimating that the said Apartment is ready for use and occupancy. The Purchaser shall execute necessary sale/conveyance deed and other documentation as may be drafted by the vendor's Advocate/Solicitor. In case the Purchaser fails to take possession within 15 days of the receipt of written notice from the Vendor to the Purchaser intimating that the said Apartment is ready for use and occupancy, the Purchaser shall pay "Holding charges" as may be fixed by the Vendor and shall continue to be liable to pay maintenance charges, municipal taxes, proportionate land revenue, water taxes, electricity charges etc. as applicable.

5. DELAY INTREST AND TERMINATION:

5.1 If the Vendor fails to abide by the time schedule for completing the Project and handing over the Apartment to the Purchaser, except in Force majeure condition, then the Vendor agrees to pay to the Purchaser who does not intend to withdraw, interest @ 6% per annum, on all the amounts paid by the Purchaser, for every month of delay.

5.2 The Purchaser shall have a right to cancel this Agreement for sale and withdraw from the Project if the Vendor fails to complete the Project within the time limit mentioned hereinabove (except delay due to Force Majeure conditions) and only in such circumstance, the Vendor shall repay all amount paid by the Purchaser along with interest @ 6% per annum calculated from the date of receipt of each installment. Other than this the Purchaser shall not have any right to withdraw from or cancel this Agreement for sale.

5.3 If the Purchaser makes any delay in payment of any installment of Purchase Consideration and/or makes delay in payment of any other amounts payable under this

Agreement, then notwithstanding or without prejudice to the Vendor's right of termination of this Agreement, the Purchaser shall be liable to pay interest @ 6% per annum on all delayed payments from the date on which the amount became due and payable under this Agreement till the date it is actually paid. The Vendor shall, under such circumstances, be entitled to withhold the delivery of possession of the Property to the Purchaser until entire dues are not paid by the Purchaser.

- 5.4 Without prejudice to the Vendor's right to demand interest for delayed payments from the Purchaser as stated in clause 5.3, the Vendor shall also be entitled to terminate this Agreement unilaterally if the Purchaser commits defaults in payment of any amount (including payment of any taxes, interest) due and payable by the purchaser to the Vendor under this Agreement and any such amount along with interest remains unpaid for a period of 2 (two) months from the date on which such amount (including interest) became due and payable.

Provided that, Vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and/or 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 Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement unilaterally. The Vendor may record the termination/cancellation of this Agreement by preparing a Deed of Termination/Cancellation and execute the same and/or get it registered with the appropriate Sub Registrar and with any other concerned authority under the applicable laws. Such Deed of Termination / Cancellation shall be binding upon the Purchaser with the same spirit and intention as if such Memorandum was executed by the Purchaser. The cost, charges and expenses incurred relating to the same by the Vendor shall be to the account of the Purchaser and the Purchaser shall be liable to pay and reimburse the same immediately on demand by the Vendor.

Provided further that upon such termination of this Agreement by the vendor, the Vendor shall be entitled to deduct as liquidated damages, 50% of the total Purchase Consideration from the amount received from the Purchaser. If the installments of Purchase Consideration paid till then by Purchaser are less the 50% of the Consideration, then Purchaser shall be required to pay to Vendor, and Vendor will be entitled to recover the balance amount from the Purchaser and Purchaser shall pay the same to Vendor within a period of 30 days of termination. Any refund of money due to

the Purchaser after deductions as per above shall be made by the vendor within 30 days from such termination.

Provided further that upon such termination of this Agreement by the vendor, the Purchaser shall not be entitled to claim any right title or interest in the said Apartment/Property and the vendor shall be entitled to sell or in any other manner transfer or dispose-off the said Apartment/property to any third party/(ies) or such person(s) in such manner and at such terms and conditions as may be deemed fit and proper by the Vendor in its absolute discretion without any reference to and/or consent or concurrence of the Purchaser.

6. REPRESENTATION AND WARRANTIES OF THE VENDOR:

- 6.1 The Landlord has clear and marketable title with respect to the Project Land subject to what is stated in the Title Report issued by advocate Haresh R. Shah dated 19.05.2015 and the vendor has the requisite permissions from local authorities 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.
- 6.2 The Vendor has taken Project Loan/Project Finance from State Bank of India hence; it is completely the responsibility of the Vendor to obtain No Dues Certificate from the State Bank of India for its units
- 6.3 The Vendor has not entered into any agreement for sale and/or any other agreement/arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement.
- 6.4 No notice from the Government or any other local body for acquisition or requisition has been received or served upon the Vendor in respect of the Project Land and/or the Project.
- 6.5 The Vendor shall provide the fixtures and fittings with regard to the flooring, sanitary fitting, lifts, etc. as set out in Annexure-D, annexed hereto. It is to be noted that the said specifications are subject to change due to reasons beyond the control of the vendor. Also the specifications as mentioned in the annexure are basic in nature and there may be some changes in the colour, design, pattern, texture etc.
- 6.6 The Vendor has provided vehicle parking spaces in the project as per the provisions of the prevalent General Development Control Regulations. It has been agreed between the Parties that the vendor shall allot such parking spaces to each of the Apartment/Commercial Unit purchasers/occupiers in such a manner that no injustice

is done to any Apartment/Commercial Unit Purchasers/ occupiers and all Purchasers/ occupiers are treated at par. However Purchaser (/s) agree and acknowledges that the vendor is the sole and absolute authority to provide and grant car parking in the said premises. The vendor shall make the most efficient use of the provided parking area so as to maximize the number of parking slots available for parking of cars and if permissible the vendor may use other open areas or marginal areas for allotment of parking spaces to the occupiers of the Project. The location (hollow plinth or basement or on ground area or open area of the said building / said project) of parking space being allotted to the Purchaser on such terms and conditions as the vendor may in their sole discretion, think fit and the Purchaser shall not raise any dispute in this regards.

- 6.7 If within First five years of the possession, the Purchaser brings to the notice of the Vendor any structural defect in the Apartment or the building in which the Apartment is located or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation equal to cost to cure/rectify such defect. Provided that the Vendor shall not be liable to rectify. Any defect or for payment of any compensation in the following cases.
- a. If the cause of any such defect is not attributable to the vendor or are beyond the control of the vendor; or
 - b. In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
 - c. Vendor shall not be liable to the extent of any inherent permissible variation and tolerates in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers or the supplier; or
 - d. In case where guaranteed and warranted are provided by the third parties, the same shall be extended to the Purchaser and to honour such warrantees and guarantees shall be at the sole discretion of third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts or applicable licenses are not done/renewed by the Purchaser/Management body, the Vendor shall not be responsible for any defects occurring due to the same; or

- e. If the Purchaser has defaulted in any of its representation of warranties as mentioned in clause 7 of this agreement.

6.8 The management Body or the individual Purchaser shall adhere to maintenance schedule as prescribed by the manufacturer/vendor. The Purchaser shall not carry out any alterations of any nature in the said Unit which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in leakage/seepage of the water. If any of such works are carried out without the written consent of the Vendor then the defect liability automatically shall become void.

6.9 As per the Provisions of the said Act, the Vendor shall transfer the title of the common areas in the Project to the management Body and shall handover peaceful possession of the same to the management Body.

7. REPRESENTATION, WARRANTIES AND COVENANTS OF THE PURCHASER:

7.1 The Purchaser shall regularly pay all amounts (including interest) payable under this Agreement.

7.2 The Purchaser shall use the said Apartment/Commercial Unit or any part thereof or permit the same to be used only for residential purpose; The Purchaser shall use the parking space only for purpose of keeping or parking passenger vehicle.

7.3 The Purchaser agree that though they shall become free, independent and absolute owners of the said Apartment/Commercial Unit, the said Apartment/Commercial Unit shall be used, occupied and transferred by them as per rules and regulations that shall be framed by said management Body.

7.4 The Purchaser is aware that the other units situated in the Project shall be transferred to other purchasers in future, and agreement and sale deeds/Conveyance Deed will be made in favour of such other purchasers. The Purchaser is made aware that the Apartment bearing nos. _____ shall have exclusive terrace rights with respect to terraces located adjoining to their apartments and the purchaser/occupiers of such apartments shall be granted exclusive usage and ownership rights in such terraces however they shall not make any permanent construction thereon. The remaining terraces above each block (except exclusive terrace rights mentioned above), including terraces located above the above referred apartment shall be common terrace where no

temporary or permanent construction shall be permissible and shall always be kept open. The Purchaser is also aware that all other owners shall also be entitled to use and enjoy the common facilities purchaser will be entitled to use and enjoy the undivided common facilities only after and upon payment of necessary charges/fees and by becoming member of proposed Management Body. However, Shop owner/s are not entitled to use common areas and terrace right of the flats.

- 7.6 To maintain the Apartment/Commercial Unit at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment/Commercial Unit itself or any part thereof without the consent of the local authorities, if required.
- 7.7 Not to store in the Apartment/Commercial Unit 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 Apartment/Commercial Unit is situated or storing of which goods in 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 Apartment/Commercial Unit is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment/Commercial Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- 7.8 The Purchaser shall at his own cost carry out all internal repairs to the said Apartment/Commercial Unit and maintain the Apartment/Commercial Unit in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment/Commercial Unit is situated or the Apartment/Commercial Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 7.9 Not to demolish or cause to be demolished the Apartment/Commercial Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of

whatever nature in or to the Apartment/Commercial Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment/Commercial Unit is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Commercial Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the their parts of the building in which the Apartment/Commercial Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment/Commercial Unit without the prior written permission of the Vendor and/or the management Body.

- 7.10 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 Apartment/Commercial Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 7.11 Not to throw dirt rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Commercial Unit in the compound or any portion of the project land and the building in which the Apartment/Commercial Unit is situated.
- 7.12 The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment/Commercial Unit until all the dues payable by the Purchaser to the vendor under this Agreement are fully paid up and without the prior written consent of the Vendor.
- 7.13 The Purchaser shall observe and perform all the rules and regulations which the management Body 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 Apartments/Commercial Unit 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the management Body regarding the occupancy and use of the Apartment/Commercial Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 7.14 The Purchaser shall permit the vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Apartment or buildings or Commercial Unit any part thereof to view and examine the state and condition thereof. The Purchaser shall permit the Vendor 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.

- 7.15 The Purchaser does not get any right, title or interest in the said Property by virtue of this Agreement for Sale, The titles of the said Property shall be transferred to the Purchaser only after payment of full and final consideration amount (including all aforesaid charges) and upon execution of final sale deed in favor of the Purchaser. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/Property/Commercial Unit or of the said Project Land lot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of apartment/commercial unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, common amenities, facilities and areas, will remain the property of the Vendor until the same is transferred as hereinbefore mentioned.
- 7.16 The residual or unutilized or additional FSI with respect to the said Project Land shall always belong to the Vendor. The vendor alone shall be entitled to use the residual or unutilized or additional FSI on the said Project land by constructing additional floors/buildings or the Vendor may use such residual or unutilized or additional FSI at any other location or the Vendor may sell or in any other manner transfer such residual or utilized or additional FSI to any third party. It is also agreed by the Purchaser that even after the management Body has been formed with respect to the said Project, the Vendor alone shall be entitled to retain full right and authority to use or sell such residual or unutilized or additional FSI.
- 7.17 The Purchaser hereby acknowledges that even after the Management Body has been formed with respect to the said Project, the Vendor shall be entitled to sell or in any other manner transfer the un-sold apartment(s)/commercial unit(s) in the said Project to any third party on such terms and conditions as it may deem fit and such purchaser/transferee of un-sold apartments shall be entitled to become member of the Management Body and use all common areas and facilities in the Project at par with other unit purchasers/occupiers.
- 7.18 The approved layout/plans shown to the Purchase the time of signing of this Agreement is subject to change/ variation/ modification by Vendor. The Purchaser accepts that the layout/ plans shown to him/her at the time of signing of this Agreement can be changed, modified, varied by the vendor from time to time in absolute discretion of the Vendor for any reasons whatsoever including the reason of market conditions, market demand and/or requirements of Development Control

Regulations. The Purchaser has also been given the Brochure of the Project which also describes the Project. However, the said Brochure is only for illustrative purposes and is not to be construed as a binding legal document. The images shown in the brochure are computer stimulated representations and are subject to error and omissions. The furniture and fixtures shown in the brochure are only for illustrative purpose and do not form a part of the standard product. The Vendor reserves the right to make changes/alterations in the actual construction at site or in specifications or amenities of the Project as may be suggested by the Architect or Engineer of the Project. It is agreed by the Purchaser that the vendor shall also be entitled to carry out any change/modification and/ or variation in the approved layout in any other manner as may be required by the Vendor for consumption of full FSI available from time to time. The Purchaser hereby gives his irrevocable consent for any change/modification/variation in the layout/plans/amenities/specifications of the Project and the Purchaser waives his right to inspect/demand inspection of any such change/modification/variation, provided such changes or modification in layout/plans do not adversely affect or alter the said Property.

- 7.19 The Purchaser hereby covenants that it shall not raise any objections against inclusions/exclusions of any type of legally permissible construction/development being made in the **CLASSIC HEIGHTS** Project. The Purchaser hereby covenants that the Vendor shall be entitled to develop the said project without any hindrance, objection or requisition from the Purchaser notwithstanding any perceived or actual nuisance or inconvenience that may be caused owing to the construction work. Further, the Purchaser covenants with the Vendor that the vendor shall be entitled to undertake construction and develop the Project in the manner it desires and the Purchaser shall extend all the co-operation to the Vendor for the same.
- 7.20 The Purchaser represent that they have read and understood and are completely satisfied with the specifications, plans, lay out, brochures, approvals, title of the said Project Land and the said Property, price and the manner in which the vendor proposes to develop the said Property.
- 7.21 The Purchaser will have to bear any Betterment charges or AMC/AUDA/Government related charges/levies and deposits/charges for drainage or water or gas/utility connections and any town planning related charges that may come up in the future from time to time before or after the Sale Deed.
- 7.22 The Purchaser will bear and pay all present and future, applicable charges, Property/municipal taxes, cess, betterment charges, etc. payable to the Central

Government, State Government, AMC/AUDA and/or local authorities in respect of the Said Property.

7.23 If the Purchaser shall desire to obtain housing loan from any financial institution/bank (the "Institution") to be disbursed as per progress of the work or otherwise, and payable by the Institution directly to the vendor, the Purchaser hereby give consent/permission for the same. The Vendor will be entitled to claim and receive such payment directly from the Institution and the Purchaser hereby gives irrevocable consent for the same to Vendor and institution. Such disbursements made by the Institution to housing loan account of Purchaser and to be received by Vendor towards the Consideration and other amounts to be received under this Agreement.

8. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the vendor does not create a binding obligation on the part of the vendor or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of receipt by the concerned Sub-Registrar as and when intimated by the Vendor. If the Purchase fails to execute and deliver to the vendor this Agreement within 15 (Fifteen) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest after deducting an amount of Rs. 5,00,000/- or 5% of the total purchase consideration, whichever is less, as administrative charges.

9. 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 apartment/plot/building, as the case may be.

10. RIGHT TO AMEND

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

11. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SUBSEQUENT PURCHASERS.

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 Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment/Commercial Unit for all intents and purposes.

12. SEVERABILITY

The model form of Agreement for Sale Proposed by the Government of Gujarat under the Rules framed by it under the said Act has been modified to incorporate the agreement and terms agreed upon between the Vendor and Purchaser, being this Agreement. The parties hereto accept the same. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

13. NOTICES

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

Name of Purchaser

Address :-

Notified Email ID/Mobile No -

Vendor name

M/s. Classic Build Project Private Limited

Address:- 1-2, Classic Heights, Nr. Hotel Garden, Juhapura – Sarkhej Road, Ahmedabad

Notified Email ID – classicbuildpro@gmail.com

It shall be the duty of the Purchaser and the vendor to inform each other of any change in address subsequent of 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 vendor or the Purchaser, as the case may be.

14 JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the vendor to the Purchaser 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 Purchasers.

15 GOVERNING LAW

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

16. STAMP DUTY AND REGISTRATION FEES:

The expenses for stamp Duty, Additional Stamp Duty, Registration Fees, other applicable government taxes, miscellaneous expenses, etc in respect of this Agreement for Sale and deed of Conveyance shall be borne by the PURCHASER alone. Further if the said agreement is required to be cancelled in any manner then all the expenses for the same shall also be borne by the PURCHASER only.

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

SCHEDULE-I

(Description of the Said Project Land)

ALL THE PIECE AND PARCEL of the immovable property of N.A Land bearing Survey No. 8/2 having its plot area admeasuring 6302 sq. yards i.e. 5269 sq. mtrs., of the scheme which known as **“CLASSIC HEIGHTS”** situate lying and being at Mouje:

Maktampur, Taluka: Vejalpur and District: Ahmedabad and Registration Sub District Ahmedabad-4 (Paldi) and bounded as under...

Towards East : Survey No. 32 and 33
Towards West : Survey No. 8/1
Towards North : Road
Towards South : Survey No. 31

SCHEDULE-II

(Description of FLAT/SHOP agreed to be sold to Purchasers under these presents)

ALL THAT premises bearing Flat/Shop No. _____ on the _____ FLOOR having super Built-up area admeasuring _____ Sq. Feet i.e. _____ Sq. mtrs. (i.e. _____ Sq. Mtrs. Carpet area) in a Project known named and identified as "**CLASSIC HEIGHTS**" together with proportionate undivided impartibly right in the land described in the First Schedule hereunder written, also together with rights and responsibilities in common with other occupiers in or upon common amenities and facilities provided in the said Scheme/Project.

The said Flat/Shop No. _____ is bounded as under:-

On or towards East :
On or towards West :
On or towards north :
On or towards South :

SCHEDULE-III

(Description of Common Areas Facilities)

Security Cabin with 24 hrs Security Guards
Decorative Entrance Gate
Ample Parking
C C TV Cameras

ANNEXURE-A

DEVELOPMENT PERMISSION

ANNEXURE-B

RERA REGISTRATION CERTIFICATE

ANNEXURE-C

UNIT AREA PLAN

ANNEXURE-D

DETAILS OF SPECIFICATIONS

FLLORING	VITRIFIED TILE
WINDOW	UPVC &ALLUMINIUM
DOOR	WOODEN FLUSH DOOR
INTERIOR PLASTER	SINGLE COAT MALA
EXTERIOR PLASTER	DOUBLE COAT PLASTER
FINISH INSIDE	PUTTY FINISH
FINISH OUTSIDE	APEX COLOUR OR TEXTURE
LIFT	OMEGA OR EQUILANT
SANITARY WARE	STANDARD BRAND
C P FITTING	JAQUAR OR EQUIVALENT
TOILET-FLOORING/DEDO	DIGITAL GLAZE TILES
KITCHEN PLAT-FORM	GRANITE
ELECTRIC WIRES	FIRE RESISTENCE LOW SMOKE (ISI) (POLYCABE, RR OR EQUIVALENT)

