

AGREEMENT FOR SALE (WITHOUT POSSESSION)

THIS AGREEMENT FOR SALE ("AGREEMENT") executed on this _____day of April, 2018.

BY AND BETWEEN

NATVARBHAI @ NATUBHAI KUBERDAS PATEL, Adult, having PAN: **ABDPP 0116 C**, Occupation: Business, Residing at 5, Setu Bungalows, Nr. Riddhi Siddhi Society, Nr. Prahladnagar Garden, Vejalpur, Ahmedabad, Gujarat, hereinafter called "**THE VENDOR**" or "**LAND OWNER**" or "**PARTY OF THE FIRST PART**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his respective heirs, executors and administrators successors, **legal representatives**, **transferees** and assignees) on the One Part;

AND

_____, Aged ____ years, having PAN _____

Residing at: _____

_____, hereinafter called "**THE ALLOTTEE**" or "**MEMBER**" or "**PARTY OF THE SECOND PART**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees etc.) of the Second Part;

AND

J. R. PATEL & COMPANY, a Proprietary Firm, through its Proprietor **JAIMIN RAJESH PATEL** having address at: Vitthal Bhavan, Nr. Usmanpura Underbridge, Usmanpura, Ahmedabad, Gujarat, **having PAN: AZPPP 1164 N** hereinafter called "**THE PARTY OF THE THIRD PART**" or "**PROMOTER**" or "**DEVELOPER**" or "**CONFIRMING PARTY**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include **the said firm and its proprietors from time to time and their respective heirs, executors, administrators and assigns etc.**) of the Third Part;

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually referred to as "Party".

A. **WHEREAS** the party of the first part is absolutely seized and possessed of and otherwise well and sufficiently entitled as owner to all that piece and parcel of non-agricultural land bearing Revenue Block/Survey No. 452/1, admeasuring 6374 sq.mtrs. or thereabout, allotted Final Plot No. 12, admeasuring 3824 sq.mts. or thereabout of Town Planning scheme No. 63 (Khoraj), situate, lying and being at Village Khoraj Taluka Gandhinagar in the Registration District of Gandhinagar and sub District at Gandhinagar (hereinafter referred to as "said land").

- B. **WHEREAS** the Collector, Gandhinagar has given non-agriculture use permission to the land bearing Survey No. 452/1, admeasuring 6374 sq.mtrs. or thereabout, allotted Final Plot No. 12, admeasuring 3824 sq.mts. or thereabout of Town Planning scheme No. 63 (Khoraj) for commercial purpose vide his Order No. CB/GANOT/VASHI.6029 TO 6036/2015 dated 03/10/2015. Entry to that effect was recorded in the revenue records by mutation entry no. 9674 dated 19/10/2015, which was certified on 29/01/2016.
- C. **AND WHEREAS** the party of the first part had purchased the said land from (1) Shri Ganpatbhai Bhalabhai Patel & (2) Shri Vishwas Ganpatbhai Patel by Sale Deed dated 08/02/2016, which was registered with the Sub-Registrar of Gandhinagar on 18/02/2016 under serial No. 1965. Entry to that effect was recorded in the revenue records by mutation entry no. 9748 dated 24/02/2016, which was certified on 12/04/2016.
- D. **AND WHEREAS** said Natvarbhai @ Natubhai Kuberdas Patel entered into Development Agreement with the Confirming Party to develop the said land for commercial construction of shops/offices/units dated 29/07/2017, which was notarized by Notary Public on same day under serial No. 642 and was subsequently Registered vide Serial No. 210416 dt. 12-10-18 at the office of Sub-Registrar of Assurances, Gandhinagar.
- E. **AND WHEREAS** as per plan and permission, Confirming party put-up a commercial scheme of shops/offices/units on the said land namely: "**PEHEL LAKEVIEW**".
- F. **AND WHEREAS** Collector, Gandhinagar has granted revised non-agriculture use permission to the land bearing Survey No. 452/1, allotted Final Plot No. 12, admeasuring 3824 sq.mts. or thereabout of Town Planning scheme No. 63 (Khoraj) for commercial purpose vide his Order No.

CB/JAMIN/TATKAL/B.KHE/S.R.25/15/REVISED/VASHI.31644 to 31657/ 2018 dated 31/08/2018.

G. **AND WHEREAS** this project stands registered by Gujarat Real Estate Regulatory Authority (RERA) and has issued Registration Certificate of the project vide Registration Number: **PR/GJ/GANDHINAGAR/AUDA/CA000096/070917 dated 07/09/2017**

H. **AND WHEREAS** the Allottee being desirous to purchase a shop/office/unit in the said Scheme known as "**PEHEL**" approached the said "Proprietary Firm" and after site visit and verifying all scheme related documents, papers, plans, specifications, design, structure, amenities, facilities etc. and finding the titles of the Promoter to the said property and construction standing thereon as clear, marketable and free from all encumbrances and beyond reasonable doubts, has **decided to purchase Office/Shop/Unit No. _____ having net carpet area admeasuring _____ Sq.Mtrs. together with undivided proportionate share in the land admeasuring _____ sq.mtrs. that excludes the area covered by the external walls, areas under service shafts, net carpet area admeasuring _____ Sq.Mtrs. situated on _____ Floor,** in the scheme known as "**PEHEL**", (more particularly described in the Schedule hereunder written) (hereinafter referred to as "THE SAID PREMISES/ PROPERTY" or "SAID UNIT").

I. **AND WHEREAS** the Promoter hereby agrees to sell, assign and transfer to the Allottee and the Allottee hereby agrees to purchase and acquire from the Promoter said Property at or for a lump sum consideration of **INR _____/- (Indian Rupees _____ Only)** along with a right to use common facilities, common passages, staircase, lift, common parking space, compounds, sewage, drains, drainage, electricity and right to use the common areas and

common amenities that may be developed and provided by the Promoter in the said Scheme, of which an amount of **Rs. INR _____/- (Indian Rupees _____ only)** is being paid to the Promoter pursuant to this Agreement towards application fee/ advance payment/earnest money.

- J. **AND WHEREAS** this Agreement shall come into force with effect from the date of execution of these presents and shall remain in force up to twelve (12) months from the date of execution of these presents. Time under this Agreement and payment schedule of sale consideration are the essence of this contract as provided herein and no change shall be permitted in the time or payment schedule unless there is an agreement in writing or the Parties by their conduct may permit the same.
- K. **AND WHEREAS** The Parties herein, 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;
- L. **AND WHEREAS** the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- M. **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 balance approvals from various authorities from time to time, so as to obtain building completion certificate or occupancy certificate of the said building;

- N. **AND WHEREAS** while sanctioning the said plans, concerned local authority and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the 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;
- O. **AND WHEREAS** the promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plan;
- P. **AND WHEREAS**, under section 13 of the Real Estate (Regulation and Development) Act 2016, the Promoter is required to execute a written Agreement for sale of the said Apartment to the Allottee, and to register this Agreement under the Registration Act, 1908.

NOW THIS AGREEMENT TO SELL WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Confirming Party shall construct the said building/s consisting of **2(Two) basement** and **1(one) ground/ stilt/podium/s**, and **13 floors** 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 Confirming Party shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Building of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Office/Shop/Unit No. _____ having net carpet area admeasuring _____ **Sq.Mtrs.** together with undivided proportionate share in the land admeasuring _____ **sq.mtrs.** that excludes the area covered by the external walls, areas

under service shafts, net carpet area admeasuring _____ **Sq.Mtrs.** situated on _____ **Floor**, in the scheme known as "**PEHEL**" for the consideration of **INR** _____/- (**Indian Rupees** _____ **only**) including Rs. **NIL** being the proportionate price of 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 price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee balcony/veranda having area admeasuring _____ **sq.mtrs.**, open parking spaces situated at Basement and/or stilt and/or podium being constructed in the layout, covered parking spaces situated at Basement and/or stilt and/or podium being constructed in the layout for the consideration included in the lump sum amount as agreed for the specific unit.

1(b) The total aggregate consideration amount for the apartment mentioned herein above from cl. 1a (i) to (vii) is thus **INR** _____/- (**Indian** _____ **only**).

1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the office/shop/unit.

1(d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that

while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(e) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments 9% per annum for the period by which the respective instalment 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 Allottee by the Promoter.

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 percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ square metres 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 _____ square metres** as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in the Annexure , annexed hereto.

5. That the scheme will be constructed and completed in accordance with the approved layout plans by the **Ahmedabad Urban Development Authority (AUDA)** which the Allottee has/have seen and approved and the Allottee has also agreed that the Promoter may make such variations and modifications therein as may be required to be done by the Government, **Ahmedabad Urban Development Authority (AUDA)** and other local authorities and/or which the Promoter may consider desirable and this shall operate as an irrevocable consent of the Allottee/s for making such variations and modifications. The specifications for construction of the said SCHEME AND UNITS and the amenities is provided therein.

6. That the Allottee has/have satisfied himself/ herself/ themselves about the title of the said property and he/she/they shall not be entitled to investigate further the title of the said property and no requisition or objection shall be raised in any matter relating thereto.

7. That the Allottee hereby agree/s/agreed to acquire the said/property as per the plans and specifications seen and approved by him/her/them and the Promoter/Landowner agrees to allot the said Premises/Unit to the Allottee/s-Allottee/s at or for the lump sum consideration price of **INR _____/- (Indian Rupees _____ only)**.

8. PAYMENT PLAN:

- The Allottee has paid on or before execution of this agreement a sum of **INR _____/- (Indian Rupees _____ only)** by Cheque No. _____ dated _____ through _____ **Bank**, _____ **Branch**, towards the payment of application fee and hereby agrees to pay to the Promoter the balance amount of **INR _____/- (Indian Rupees _____ Only)** in the following manner :

Amount Rs.	Particulars
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INR _____/- (Indian Rupees _____only)	Earnest Money to be paid on execution of this agreement. (Not exceeding 30% of total consideration)
INR _____/- (Indian Rupees _____only)	Further Consideration paid on completion of the plinth of the building or wing in which the said Apartment is located. (Not exceeding 45% of total consideration)
INR _____/- (Indian Rupees _____only)	Further Consideration paid on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located. (Not exceeding 70% of total consideration)
INR _____/- (Indian Rupees _____only)	Further Consideration paid on completion of walls, internal plaster, floorings, doors and windows of the said Apartment. (Not exceeding 75% of total consideration)
INR _____/- (Indian Rupees _____only)	Further Consideration paid on completion of the sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment. (Not exceeding 80% of total consideration),
INR _____/- (Indian Rupees _____only)	Further Consideration paid on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located. (Not exceeding 85% of total consideration)
INR _____/- (Indian Rupees _____only)	Further Consideration paid on completion of the lifts, water pumps, electrical fittings, electro mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas and all other requirements as may be prescribed in the Agreement of sale of building or wing in which the said Apartment is located. (Not exceeding 95% of total consideration);
INR _____/- (Indian Rupees _____only)	Balance amount paid at the time of handing over the possession of the

_____only)	Apartment to the Allottee.		
Total (To be paid)	Rs.	_____-/-	(Indian Rupees Only)

• **Default in Payment:**

9. If the Promoter fails to abide by the time schedule for completing the project and handing over the **(Showrooms/Shops/Offices)** to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as 9% 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 @ 9% per annum on all the delayed payment (including GST, cess or any other government taxes) 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. (the Allottee also agrees to bear any interest or penalty for delayed payment of GST, cess or any other government taxes for the delayed payment shown in the above clauses.)
10. Without prejudice to the right of promoter to charge interest in terms of clause 9 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address _____ provided by the allottee and mail at the e-mail address provided _____ by the Allottee, of 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 after deducting as recovery of earnest manner equivalent to 10% of the total aggregate consideration amount as determined in clauses and which are 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 days of the termination, the instalments of sale consideration of the **Showrooms/Shops/Offices** which may till then have been paid by the Allottee to the Promoter.

- (a) The Allottee agrees to pay to the Promoter interest at the rate of 9% per annum, on all delayed payment that becomes due and payable on part of the Allottee to the Promoter.
- (b) Without prejudice to the right of promoter to charge interest in terms of the above mentioned clause, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement.

- (c) Provided 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 by the Promoter) within a period of thirty days of the termination, the installments of sale consideration of the **Showrooms/Shops/Offices** which may till then have been paid by the Allottee to the Promoter.
- (d) In the event, as provided hereinabove, the promoter shall cancel and terminate this agreement at the cost of the Allottee, the promoter without reference to the allottee, may prepare Memorandum of such cancellation and Termination, and may get registered the same with the office of the appropriate Sub Registrar or with such other authority as it may deem fit and such Memorandum of cancellation and Termination shall be binding upon the Allottee with the spirit and intention, as if the Allottee is executing party to the same, and such Memorandum is executed by the promoter, also on behalf of the Allottee. The Allottee hereby grants irrevocable consent and authority to the promoter for the same.
- (e) On the cancelling and Terminating this agreement under this clause by the promoter, they shall be at liberty to sell the said premises to any other person/s or may otherwise dispose of the same as the promoter may deem fit as such price or consideration as the

promoter may determine. The Allottee shall not be entitled to dispute, challenge or object to such sale or disposal.

11.TIME IS ESSENCE:

- 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 [Shop/Office]. The Promoter shall give possession of the Apartment to the Allottee on or before the **04th day of July 2020.**, subject to receiving the permission for building usage.
- If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall not be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment along with the interest.
- If the Promoter fails to abide by the time schedule for completing the project and handing over the [Shop/Office] 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 9% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.
- Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -
 - (a) war, civil commotion or act of God ;

- (b) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (c) Any shortage of material or labor, due to circumstances beyond control of the promoter.
- (d) Any delay in obtaining power connection, water connection, drainage connection and any other connections required from respective authorities;
- (e) Any delay in obtaining lift license/certificate and fire safety certificate from respective authorities;
- (f) Any delay in obtaining building use permission from authority.

Time in obtaining certificate/ connection/ permission from the respective authority in excess of one month of application would automatically considered as extension of time in sub-clause iv to vi above in all cases.

12. As soon as the scheme for Shop/Office is notified by the Promoter as complete, the Allottees of the premises (including the Allottees-therein) shall pay the respective arrears of the price payable by them within fifteen days of such notice served individually or to be out on any prominent place in the said scheme. If any of the Allottees of the premises failed to pay the arrears as aforesaid, the Promoter shall be entitled to terminate the agreement with Allottees and to refund the amount in full or installments as agreed between the parties without interest thereon to the allottee within the period of thirty days of termination.
13. Procedure for taking possession - 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 [Apartment/Plot], 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 [Apartment/Plot] 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.

14. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:
15. Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 14, the Allottee shall take possession of the [Apartment/Plot] 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 [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 14 such Allottee shall continue to be liable to pay maintenance charges as applicable.
16. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment 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 his 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, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter. In case of dispute, Mrs. Hiral Trivedi (Advocate) shall be considered as an arbitrator and her decision shall be final and binding to both parties.

17. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of * /office/show-room/shop/ for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.
18. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company 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 Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation 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.

19. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
20. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
21. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment 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 Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution as agreed when the service society comes into existence towards the outgoings. The amounts so paid

by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

22. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the amounts for the following particulars, as and when decided by the service society/concerned Authority/ies/ Body/ies when the scheme is ready to use post procurement of the BU permission. The same shall be borne by the Members/Allottees :-

- (i) for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) for Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) for deposits of electrical receiving and Sub Station provided in Layout.
- (vii) 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 Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

23. 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 and registration charges payable, by the said Society or Limited Company 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. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
24. That the Promoter shall in respect of any amount remaining unpaid by the Allottee under the terms and conditions of this Agreement have a first lien and charge on the said, premises to be acquired, over the Member/s-Allottee/s.
25. That the Promoter shall have a right to make additions or put up additional structures or stores as may be permitted by the Competent Authorities and such additional structures and storeys shall be the property of the Promoter and he will be entitled to dispose of the same in such manner as they may deem fit. For the said purpose the Promoter shall be entitled to make such modifications and/or alterations in the scheme and plans as the Promoter shall deem fit and this shall operate as an irrevocable

consent of the Allottee to the Promoter for making such alterations and/or additions.

PROVIDED that the above does not in any way affect or prejudice the right hereinafter granted in favour of the Allottee in respect of the premises agreed to be acquired by the Allottees. The Promoter shall be at liberty to sell, assign or otherwise deal with or dispose of their right, title or interest in the said land or in the said scheme to be constructed by the Promoter as it may deem fit and proper.

26. That it is hereby agreed by the Allottee that the Allottee in whose name the premises shall finally be allotted in pursuance of this Agreement shall deposit with the Promoter such amount (excluding the sale consideration) as may be fixed ultimately by the Promoter at such time as the Promoter may direct. Said amount shall be utilized by the Promoter towards legal cost, charges and expenses, including professional cost of the attorney – at-law/advocates of the Promoter in connection with formation of the said society, or limited company, or apex body or federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance. This deposit amount (remaining amount) will be a transferable deposit, in the event of transfer of membership in the said Service Society (to be formed).
27. After the construction of the said scheme is over and so long as the premises in the said scheme shall not be separately assessed for local taxes and water rates, electric bills etc. Allottees shall pay to the Promoter the sum as may be fixed by the Promoter payable in the manner as may be decided and at the time as may be directed by the Promoter towards the proportionate share of the water tax or other local taxes and outgoing, such as electric bills etc.

After the premises in the said scheme are separately assessed.

28. The Allottee agree/s and undertakes to be a member of the Service Society and also from time to time to see and execute the application and other papers and documents necessary and to fill in, sign and return along with usual amount payable like fees, share money, subscription etc to the Service Society. The Allottee shall be bound from time to time to see all papers and documents and do all other things as the Promoter may require him/her/them to do from time to time for safeguarding the interest of the Promoter and other Allottees of the premises in the said scheme. Failure to comply with provisions of this clause will render this Agreement, **ipso facto** to come to an end.
29. After the possession of the said premises is handed over to the Allottees, if any additions or alteration in or about or relating to the said premises is thereafter required to be carried out by the Government, AUDA, Local Authorities or any Statutory Authorities, the same shall be carried out by the Promoter of the premises at his/her/their own costs and the Allottees may also be liable or responsible for the same if any addition or alteration is to be made in span of five years.
30. If the Allottee neglects, omits or fails for any reason whatsoever to pay to the Promoter any part of the amounts due and payable by the Allottees under the terms and conditions of Agreement (whether before or after acquiring the possession) within the time hereinbefore specified or if the Allottees shall in any other way fail to perform or observe any of the covenants and stipulations herein contained, the Promoter shall give notice of fifteen days in writing to the Allottees, by registered post AD at the address provided by the Allottees and mail at the E-mail address provided by the Allottees, 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 Allottees fail 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.

31. It is hereby agreed between the Promoter and the Allottee that no sooner than the entire payments of all other dues payable by the Allottee to the Promoter under this Agreement have been duly, properly, completely and finally paid and the Allottee having been enrolled as member of the service Society as provided in this agreement, the member shall be bound to occupy the premises as permitted by the rules, by-laws and/or resolutions of the said Service Society. It is agreed by the member/s that he/she/its will be admitted as Member-Shareholder of the said Service Society.
32. All costs, charges and expenses of the formation of the said Service Society as well the costs of preparing engrossing, stamping and registering all the agreements, conveyance or any other documents required to be executed by the Promoter or by the Allottee as well as entire professional costs of the Legal Advisor Attorneys of the Promoter in preparing and approving all such documents shall be borne and paid by the Allottees proportionately upon exclusively. The Promoter shall not contribute anything towards such expenses.

33. It has been specifically agreed by and between the parties hereto that the open area (terrace) on the 2nd floor and Car Parking spaces that is to be constructed under the scheme shall be of absolute ownership, use, occupation and enjoyment of the members under specific allotment as given to them. Further to this the Members, Association of persons, Service society etc., (post possession) at the relevant point of time shall be entitled to give the same for usage, occupation and enjoyment of the top floor terrace to any person whomsoever by way of compensation or on rent, lease, leave and license for any purpose whatsoever and it shall further be entitled to put or permit to be put neon signs, advertisements etc. to any person whomsoever on such consideration and on such terms and conditions as the Members, Association of persons, Service Society etc., may deem fit and proper vide passing the resolution if the need arises.
34. Before and on possession of the said premises being taken over by the Allottees, the Allottees can make or be entitled to make any claim, objection or dispute regarding the quality of construction, materials used therein, any additions or alteration made, plans specifications and designs of the construction within the completion of the construction of five years.
35. The transaction covered by this agreement at present is not understood to be eligible to tax under any direct or indirect tax laws or similar other laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be eligible to tax, as a sale or otherwise either as a whole or in part or any inputs of materials or equipment's used or supplied in execution of or in connection with this transaction are eligible to tax, the

same shall be payable by the Allottees on demand at any time.

36. The Allottees has/have specifically agreed, undertaken, accepted and confirmed as follows:-
- a). The over-all control and management of the scheme-project and all and every matters relating thereto shall be that of the Promoter and its decision in all and every matters concerning touching to, with respect to, or in relation thereto shall be final and binding upon the Allottees.
 - b). The title of the Allottees shall, finally, be as Allottees of the scheme of Promoter and/ or service Society.
 - c). The Promoter shall be entitled to allot, deal with and/or dispose of the remaining "PREMISES" in the scheme to such person/s on payment of such amount for such use and purposes, including other than for which it may have been meant, in such manner and on such other terms and conditions, same, similar or other than herein, as per the Promoter in its sole discretion may deem, fit and proper. The Allottees shall not have any right to dispute, oppose or challenge the same. The expression "PREMISES" shall mean and include constructed or unconstructed, covered or un-covered, open or closed, open margin lands, parking areas-space, other open areas and space, terraces with or without any right to put up further of additional construction amenities, facilities and services forming part of the Scheme – project or otherwise any part or portion of the Scheme – project, any right, title or interest therein.
 - d). The Promoter propose to form and register the Service Society of the holders-occupiers of the premises in the said scheme for safe-guarding and promoting their common interest for maintenance, management, administration etc. of the common amenities, facilities,

services and common areas in the scheme. The Allottee shall be under an obligation to become member of such Service Society and for the purpose, on demand by the said Promoter, without any delay or default, make, sign, and execute all necessary applications, papers and writings. The Allottees shall abide by, observe and perform all rules, regulations and resolutions as may be framed, formed or passed from time to time. The Allottees shall also be liable to pay such amount or amounts as may be fixed by the said Service Society from time to time towards the expenses of, capital, recurring or any other nature for the aforesaid purposes or other related matters and purposes.

37. The Allottee hereby agrees to execute such other papers and documents and also pay necessary stamp duty registration fees etc. as may be necessary for the purpose of giving effect to these presents.

38. **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 or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Shop/Office] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Shop/Office] 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 till the possession is handed over to the Allottee, (after which the Allottee shall also be liable to pay the same) 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.

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

- i. To maintain the Apartment at the Allottees 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 itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment 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 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 Apartment 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 on account of 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 Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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 Apartment 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 or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural Allottee in the Apartment without the prior written

permission of the Promoter and/or the Society or the Limited Company.

- 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 Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments 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 Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment 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.

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. It is hereby agreed that the Allottee shall not put any Board on the said premises or any part of the building/s or project without the written consent of the Promoter. The place, colour and size of the Board shall be decided by The Promoter.

It has been specifically agreed that the main door and other opening by the ways of doors, windows or any other in the said premises shall not be changed, altered in colour, size or location. No other door, window or opening shall be made other than as proposed.

xiii. The Allottee will not at any time do or cause to be done or permit any nuisance in or upon the said premises which shall cause annoyance/inconvenience or disturbance to the occupiers of any other premises in the buildings or to the occupiers of the property in the neighbourhood.

xiv. The Promoter have planned specific duct space for
1) installation of pipeline for outdoor unit of air conditioner, 2) cable connection for landline, internet connection, broadband, cable/dish tv, 3) drainage

and water connection 4) electric cable/wire etc, to each premises. The holder of the premises including the Allottees will install these facilities in such specific duct space in a manner which shall not cause any nuisance or disturbance to the other and in accordance with the rules that may be framed by THE PROMOTER/ common organisation. The Allottee will not be permitted at any time to install these facilities which affect the exterior finish and elevation of building. The Allottees accept and confirm such specific duct space arrangement without any restriction, dispute or objection. This specific duct space arrangement is and shall be binding upon them.

- xv. The Allottee shall insure and keep insured the Said Premises against loss or damage by fire, V earthquake, riot, war, flood, civil commotion, Act of God or such other risks to the full value thereof in the joint names of THE PROMOTER/ common organisation and of The Allottee with nationalised insurance company of repute having office at Ahmedabad and whenever required he/she/it/they shall produce to THE PROMOTER/common organisation the policy/policies of such insurance and the receipt for the last premium paid in respect thereof and in the event of the Said Premises being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the Said Premises as soon as reasonable, practical and required.
- xvi. The Project shall always be known as "PEHEL" and this name shall not be changed in any circumstances. However, THE PROMOTER may change. this name or give any other names to different wings.

- xvii. After the possession of the Said Premises is handed over to The Allottee, if any additions or alterations in or about or relating to the building of which the Said Premises forms part are thereafter required to be carried out by the Government, District Panchayat, Ahmedabad Urban Development Authority, AUDA or any statutory authority, the same shall be carried out by the holders of the Premises in the said building/s at their own costs and the THE PROMOTER shall not be in any manner liable or responsible for the same.
- xviii. The Allottee shall have no claim save and except in respect of the Said Premises. All open space including margin land, common open plot, parking space, basement, hollow plinth, lobbies, setouts, terraces, etc. and all rights, interests, benefits, advantages in respect thereof have been agreed to be that of the Promoter. THE PROMOTER has full right and absolute authority to allot them to any person whomsoever with or without consideration or to use, utilize or in any manner deal with or dispose off the same or any part thereof as THE PROMOTER may deem fit and proper. The Allottee hereby agrees and confirm to the same. All other, common portions being stair-cases, lifts, defined vehicular routes and passages shall be for the common use of all the Allottees in the said Project in the manner A as may be prescribed from time to time.
- xix. THE PROMOTER may make available the terrace to other persons for the purpose of erection and installation of communication tower for the purposes of mobile telephone service, cable-service. any other communication or similar facilities, for solar rooftop or any other purposes which they may deem fit and THE ALLOTTEE shall not be entitled to raise any objection

for the same. The same may be given for such consideration and on such terms and conditions as THE PROMOTER/ common organisation may deem fit and proper. The benefit or income that may be generated from the same will be of THE PROMOTER/ common organisation only. THE PROMOTER may make available the elevation facade or terrace or part of the building for the purpose of advertising, hoardings project name display or similar use and THE ALLOTTEE shall not be entitled to raise any objection for the same. The same may be given for such consideration and on such terms and conditions as THE PROMOTER/ common organisation may deem fit and proper. The benefit or income that may be generated from the same will be of THE PROMOTER/ common organisation only.

- xx. THE PROMOTER may, at its discretion provide security, telephone cable, multipurpose cable, TV channels, internet and other communication facilities and other facilities of common and individual Allottee's use and purpose in the Project. These facilities may made available to all THE ALLOTTEES in the Project. These facilities may be provided through any outside agency under contract with him on such terms and conditions as may be finalised by THE PROMOTER with him. Any agreement arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon THE ALLOTTEE and all other PUCHASERS' in the Project. THE ALLOTTEE may use such facilities as per rates-price-consideration and terms and conditions as may be fixed.
- xxi. The Allottee agrees and confirms that on his request if THE PROMOTER carry out any internal changes or

alterations or changes in specifications and if these changes, etc. give rise to any additional cost, The Allottee shall pay the same to THE PROMOTER in advance. Such additional work shall be done at the risk, cost and consequences of the Allottee.

xxii. The Allottee also agrees and confirms to abide by rules and regulations formed by THE PROMOTER/ common organisation from time to time.

39. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

40. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.

41. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [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 and interest of the Allottee who has taken or agreed to take such [unit].

42. 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 as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

43. 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 before the date of this Agreement, if any, between the Parties in regard to the said Shop/Office as the case may be.

44. RIGHT TO AMEND

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

45. 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 or Assignees of the [Shop/Office], in case of a transfer, as the said obligations go along with the [Shop/Office] for all intents and purposes.

46. SEVERABILITY

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

47. 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 [Unit] to the total carpet area of all the [Unit] in the Project.

48. FURTHER ASSURANCES

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

49. 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 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.

- 50.** 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 through its authorised

signatory will attend such office and admit execution thereof.

- 51.** 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:

Name of Allottee: _____

Allottee's Email ID: _____

Promoter's Name: NATVARBHAI @ NATUBHAI KUBERDAS PATEL

Promoter's Email ID: jrpatelco@gmail.com

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.

52. 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.

- 53. Stamp Duty and Registration:-** The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

- 54. Dispute Resolution:-** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, Ms. Hiral Trivedi (BSL, LLB., ILS Pune) shall be

considered as an arbitrator and her decision shall be final and binding to both parties..

55. 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.

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

" SCHEDULE" Above Referred to Description of the freehold land and all other details.

ALL THAT piece or parcel of immovable property bearing **Office/Shop/Unit No.** _____ having net carpet area admeasuring _____ **Sq.Mtrs.** together with undivided proportionate share in the land admeasuring _____ **sq.mtrs.** that excludes the area covered by the external walls, areas under service shafts, net carpet area admeasuring _____ **Sq.Mtrs.** situated on _____ **Floor**, in the scheme known as "**PEHEL**", more particularly described in the Schedule hereunder written (hereinafter referred to as "THE SAID PREMISES/ PROPERTY" or "SAID Shop/Office"), together with undivided proportionate share in the said land of non-agricultural land bearing **Revenue Block/Survey No. 452/1**, admeasuring 6374 sq.mtrs. or thereabout, allotted **Final Plot No. 12**, admeasuring 3824 sq.mts. or thereabout of **Town Planning scheme No. 63** (Khoraj), situate, lying and being at Village Khoraj Taluka Gandhinagar in the Registration District of Gandhinagar and sub District at Gandhinagar.

The said property is bounded as under:-

East:

West:

North:

South:

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED
“PROMOTER”

NATVARBHAI @ NATUBHAI KUBERDAS PATEL

IN THE PRESENCE OF: (WITNESS)

1. _____

2. _____

Acknowledges that the post-tension slab are provided in the inner as well as outer walls of the said Shops/Offices/Units and the Allottee undertakes not to disturb the same in any manner including but not restricted to cut the said post-tension slab at any point of time without the prior written consent of the seller, However if any alteration in the post-tension slab is effected by the Allottee without such written consent, and any damage/loss/injury arises due to such modification in the post-tension slab by the Allottee, he shall be solely responsible/liable

for the same and the seller shall not be held liable in any manner.

SCHEDULE AS PER SECTION 32(a) OF THE REGISTRATION ACT

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

PROMOTER

NATVARBHAI @ NATUBHAI KUBERDAS PATEL

ALLOTTEE/S

Name

CONFIRMING PARTY

J. R. PATEL & COMPANY, a Proprietary Firm,
through its Proprietor
JAIMIN RAJESH PATEL

SCHEME: PEHEL

AGREEMENT FOR SALE

BETWEEN:

**NATVARBHAI @ NATUBHAI KUBERDAS PATEL
(Promoter)**

AND

(Alloftee)

AND

**J. R. PATEL & COMPANY
CONFIRMING PARTY**

 **TRIVEDI'S
LAW
OFFICE & Associates**

ADVOCATES, SOLICITORS & NOTARY

612-614 Span Trade Centre Paldi Ahmedabad

+91 79 26576008, 65237008, 40329008

nisarg@trivedilawoffice.com