

Draft Only

**AGREEMENT FOR SALE
(Without Possession)**

This Agreement made at Ahmedabad this __day of_____ in the year Two Thousand and _____ by and between:

Sheth And Gajjar Realty LLP [PAN: ADQFS1337M] a Limited Liability Partnership duly registered under the provisions of the Limited Liability Partnership Act, 2008 having its office at Asidulala Estate, Behind Shreeji Nagarvel, Hanuman Road, Amraiwadi, Rakhial, Ahmedabad represented **through its partner Salil Gaurangbhai Sheth**, adult, occupation business, residing at Bipinvilla, Dashaporwad Society, Paldi, Ellisbridge, Ahmedabad-380007 hereinafter referred to as the **"Vendor"** or the **"Promoter"** or the **"Party of the First Part"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include the Vendor Firm, its designated partner(s) and/or partner for the time being of the said Firm, the survivors or survivor of them and the heirs, executors, administrators of the last surviving partner, their or his assigns) of the **ONE PART;**

AND

Shri/Smt._____, adult, having address at

_____, having PAN No:_____

hereinafter referred to as the "**Allottee**" or the "**Party of the Second Part**" (which expression shall, unless repugnant to the context or meaning thereof mean and include his/her heirs, executors and administrators) of the **OTHER PART**;

WHEREAS:

(Brief history of the land of City Survey No. 3390, admeasuring 673 sq. mtrs. of Ward T.P. Scheme No. 3 allotted in lieu of Final Plot No. 369/1 of T.P. Scheme No. 3/4 (Varied), mouje Changizpur, Taluka Sabarmati, District Ahmedabad)

- A. By virtue of a sale deed dated January 29, 1959 Shantilal Chunilal Parikh sold and conveyed the land of Sub-Plot No: 3, admeasuring 805 sq. yds. of Final Plot No: 369/P to Kapilray Harivallabhdas Parekh and Naliniben Kapilray Parekh. The said sale deed was registered with the office of Sub Registrar of Assurances, Ahmedabad vide Serial No: 563, dated 29/01/1959 and entry to that effect was made in the revenue records vide Mutation Entry No: 1804, dated 03/11/1959, which was certified by the competent authority on 16/12/1959.
- B. The Ahmedabad Municipal Corporation (**AMC**) vide its order no. B.N.S/142/3 dated March 31, 1970 had

approved the layout plans in relation to Said Land of F.P. no. 369/3 alongwith various other sub plots where under the land of Sub-Plot No: 3 of Final Plot No: 369, admeasuring 673 sq. mtrs. was shown separately. Mutation Entry to the effect of said order was made in the revenue records vide Mutation Entry No: 2857, dated 05/02/1971, which was certified by the Circle Officer on 26/08/ 1971.

C. However, thereafter, said Town Planning Scheme No: 3 (Final) was varied and pursuant to that by District Inspector Land Record's order no. KJP S.R./120/79/79 correction statement (DURASTI PATRAK) No. 263 was sent to the Revenue Officer concerned and Mutation Entry No: 3472 dated 20/3/1979 was made in the revenue record. Under the said variation land of Final Plot No: 369/3, admeasuring 673 sq. mtrs. held by Kapilray H. Parekh and Naliniben Kapilrai was given F.P. no. 369/1 admeasuring 673 sq mtrs.

D. The City Deputy Collector, Ahmedabad vide his Order No: Land/4134, dated 01/06/1962 had converted Said Land into non-agricultural land for residential use and

in pursuance thereof Kapilray Harivallabhdas Parekh and Naliniben Kapilray Parekh had constructed residential bungalow on the Said Land. Thereafter, Kapilray Harivallabhdas Parekh and Naliniben Kapilray Parekh had made further construction in the year 1976-77 on the said Land and the same was regularized by the Deputy Collector, Ahmedabad vide Order No: N.A.B/ Jamin/SR/Changispur/483, dated 05/09/1977. The development plan in relation to construction on the Said Land had been approved by AMC vide order dated 31/03/1982.

- E. The said Kapilray Harivallabhdas Parekh had expired on 07/11/1988 and consequent to his demise his undivided share in the Said Property was devolved on (i) Naliniben Kapilray widow of Kapilray Harivallabhdas Parekh, (ii) Varshaben Rajendra Shah alias Varshaben Kapilray Parekh, (iii) Minalben Hasmukhbhai Doshi alias Minalben Kapilray Parekh and (iv) Dilip Kapilray Parekh. The said Mutation Entry No: 4246, dated 07/10/1989 appears to have been certified by the competent authority on 29/11/1989.

However during his life time Kapilray Harivallabhdas Parekh executed a will dated March 17, 1988 ("said Will") whereunder he had bequeathed his undivided share in the Said Property in favor of his wife Naliniben Kapilray Parekh till her life time and it was further mentioned that upon the demise of Naliniben Kapilray Parekh it shall devolve in favor of his daughters viz; Varshaben Rajendra Shah alias Varshaben Kapilray Parekh and Minalben Hasmukh Doshi alias Minalben Kapilray Parekh. In the Mutation Entry No: 4247, dated 07/11/1989 recording the same their names were mutated in the revenue records.

- F. Thereafter, Naliniben Kapilray widow of Kapilray Harivallabhdas Parekh had expired on 04/04/2011 and consequent to her demise her undivided share in the Said Property was devolved on (i) Varshaben Kapilray Parekh, (ii) Minalben Kapilray Parekh and (iii) Dilip Kapilray Parekh and the same was recorded in the City Survey records vide Mutation Entry No: 2789, dated 02/06/2012, which was certified by the Circle Officer on 20/07/2012.

Thus (i) Varshaben Kapilray Parekh, (ii) Minalben Kapilray Parekh and (iii) Dilipbhai Kapilrai Parekh were having equal undivided joint interest in 1/2

ownership of the said property inherited from their mother, Naliniben, however the remaining $\frac{1}{2}$ undivided portion belonged to Varshaben K Parekh and Minalben K. Parekh as inherited from their father under his WILL. Thereafter under a family arrangement between all three heirs, both sisters decided to release portion of their rights and interest from the $\frac{1}{2}$ portion inherited from father in favour of their brother Dilipbhai without any consideration so as to make their shares equal in the said $\frac{1}{2}$ portion of the property which was inherited by us from our father. One Memorandum of Understanding reducing the said arrangement was executed between them on 16/2/2017. By and under this Deed while executing the sale of the subject property we both sisters viz; (i) Varshaben Kapilray Parekh, (ii) Minalben Kapilray Parekh, formally confirm the said release without consideration in favour of their brother Dilipbhai K. Parekh.

- G. Thus, (i) Varshaben Kapilray Parekh, (ii) Minalben Kapilray Parekh and (iii) Dilipbhai Kapilrai Parekh have become absolutely entitled to the Said Property in equal share being all that 673 square meters (City Survey no. 3390) of non agricultural land for residential use being final plot no. 369/1 of town planning scheme no. 3 (Ellisbridge) situated, lying and being at Mouje Changispur, Taluka Sabarmati within Registration Sub-District Ahmedabad-3 (Memnagar) & District

Ahmedabad together with construction of 311.28 sq. mtrs. of residential bungalow standing thereon.

- H. Thereafter, (i) Varshaben Kapilray Parekh, (ii) Minalben Kapilray Parekh and (iii) Dilipbhai Kapilrai Parekh sold and conveyed the said property the Vendor herein under registered sale deed dated 29/06/2018, which was registered with the Sub-Registrar of Assurances on the same day under Sr. No: 6196.
- I. The Promoter/Vendor herein, has demolished the structure of the (City Survey no. 3390) of non agricultural land for residential use being final plot no. 369/1 of town planning scheme no. 3 (Ellisbridge).
- J. Thereafter, Raja Chitthi No: 00431/161018/A0304/R0/M1 was issued by the Ahmedabad Municipal Corporation, permitting the Promoter/Vendor to raise constructions on the project land as per the plans, which were approved on 02/11/2018 vide Case No. BLNTS /WZ/ 161018/ CGDCRV/A0304/R0/M1 by the Ahmedabad Municipal Corporation.

AND WHEREAS the Promoter/Vendor Firm is entitled to construct buildings on the project land;

AND WHEREAS the Promoter/Vendor is the owner-occupant and is in possession of the project land;

AND WHEREAS the Promoter has, as per the approved plans constructed a scheme of residential units known as "Ivory" having and having _____ (here specify number of

Basements/podiums/stilt and upper floors) on the project land;

AND WHEREAS the Allottee is offered an Apartment/Flat No. _____ on the _____ floor, (herein after referred to as the said "Apartment/Flat") in the _____ wing admeasuring _____ sq. mtrs. (carpet area) of the Building called "Ivory" (herein after referred to as the said "Building");

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Ahmedabad under No. _____ authenticated copy is attached in Annexure 'B';

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's **Architect** Mr. _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the Allottee is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Attorney at Law or Advocate of the Promoter, authenticated copies of Property Card or extract of Village Forms VI and VII / XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments/Flats are constructed

have also been inspected by the Allottee and he/she is satisfied in respect of the same;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been inspected by the Allottee;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are provided for on the said project has also been inspected by the Allottee;

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment/Flat agreed to be purchased by the Allottee has been annexed hereto and marked as Annexure A;

AND WHEREAS while sanctioning the said plans, the 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 has been granted by the concerned local authority;

AND WHEREAS the Promoter/Vendor has accordingly completed construction of the said building/s in accordance with the said proposed plans;

AND WHEREAS the Allottee has applied or approached to the Promoter/Vendor for allotment of an Apartment/Flat

No. _____ on _____ floor in wing____ in the scheme known as "Ivory" to be constructed on the said project land;

AND WHEREAS the carpet area of the said Apartment is _____ sq. mtrs. and "carpet area" means the net usable floor area of an Apartment/Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Apartment/Flat;

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

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the Apartment/Flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment/Flat with the Allottee, being in fact these

presents and also to register said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Flat) in the manner hereinafter appearing

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

1. The Promoter has constructed the said building/s of the scheme of "Ivory" consisting of _____ basement and ground/ stilt, /._____ podiums, and _____ upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat/Apartment No. _____ of the type _____ of carpet area admeasuring _____ sq. mtrs. on _____ floor in the building _____ /wing (hereinafter referred to as the "Flat/Apartment") for the consideration of Rs. _____ including Rs. _____ 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.

- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee balcony/ verandha 1 having area admeasuring ____sq. mtrs./ sq. ft. forming part of the apartment for the consideration of Rs.____/-.
- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee balcony/ verandha having area admeasuring_____ sq. mtrs./sq. ft. forming part of the apartment for the consideration Rs._____
/-_____.
- (iv) The Allottee hereby agrees to purchase from the Promoter/Vendor and the Promoter/Vendor hereby agrees to sell to the Allottee wash area balcony having area admeasuring ____sq. mtrs./ sq. ft. forming part of the apartment for the consideration of Rs._____- /-.
- (v) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee open terrace having area admeasuring _____ sq. mtrs. /sq. ft. forming part of the apartment for the consideration of Rs.

_____/ -.

- (vi) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee open parking spaces bearing No/s:_____ situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs._____.
- (vii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing No/s:_____ situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs._____.
- 1(b) The total aggregate consideration amount for the Apartment/Flat mentioned herein above from clause 1 a (i) to (vi) (clause 1 a (i) and (viii) thus Rs._____ /-.
- 1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees_____only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____(Rupees _____) in the following manner :-
- i. An amount of Rs._____ to be paid on_____.
 - ii. An amount of Rs._____ to be paid on_____.

- iii. Balance Amount of Rs_____/-(Rupees _____) against and at the time of handing over of the possession of the Apartment/Flat to the Allottee.
- 1(d) The total price as stated 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 [Apartment/Flat], which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.
- 1(e) 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(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @___% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee at the time of handing over possession of the said Apartment/Flat, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate **of** __%, 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(h) The Allottee authorizes the Promoter to

adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building/wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for handing over the [Apartment/Flat] to the Allottee and the common areas to the association of the Allottees.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement.

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

- 4.1 If the Promoter fails to abide by the time schedule for handing over the [Apartment/Flat] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of ____% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of ____% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter 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 (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 installments of sale consideration of the Apartment/Flat which may till

then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its option in the said building and the Apartment/Flat as are set out in Annexure 'C', annexed hereto.
6. The Promoter shall give possession of the Apartment/Flat to the Allottee on or before _____ day of _____, 20__ . If the Promoter fails or neglects to give possession of the Apartment/Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment/Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment/Flat on the aforesaid date, if the completion of building in which the Apartment/Flat is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent

authority/court.

- 7.1 Procedure for taking possession - The Promoter, and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Flat], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Flat] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment 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/Service Society, as the case may be.
- 7.2 The Allottee shall take possession of the Apartment/Flat within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments/Flats are ready for use and occupancy.
- 7.3 Failure of Allottee to take Possession of [Apartment/Flat]: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment/Flat] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Flat] to the Allottee.

In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

- 7.4 If within a period of five years from the date of handing over the Apartment/Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment/Flat or the building in which the Apartment/Flat is 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.
8. The Allottee shall use the Apartment/Flat or any part thereof or permit the same to be used only for commercial purpose. He shall use the parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other Allottee(s) of Apartment/Flats in the building shall join as a member in the Service Society known by the name of “_____ Co-operative Service Society Ltd.” which has been

formed for the purpose of maintenance of the building/s, common areas and amenities of the scheme of “**Ivory**” and for this purpose also from time to time sign and execute the application for membership and shall adopt and adhere to the bye-laws of the said 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. 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 Competent Authority.

- 9.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment/Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment/Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. The Allottee further agrees that the Allottee shall pay to the Promoter monthly contribution of Rs. _____ per month towards the outgoings, being his proportionate share.

10. Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall, on or before delivery of possession of the said premises pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.
11. The Allottee shall pay to the Promoter a sum of Rs. _____ 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 Service Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Conveyance.
12. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Service Society 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 Service Society.
13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the 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. ii. The Vendor 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.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas.
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or

thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.

- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment/Flat 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 Apartment/Flat to the Allottee in the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association/Society of the Allottees.
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities, until handing over possession to the Allottee.
- 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.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment/Flat may come, hereby covenants with the Promoter as follows :-
 - i. To maintain the Apartment/Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment/Flat is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/Flat is situated and the Apartment/Flat itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment/Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the

Apartment/Flat is situated, including entrances of the building in which the Apartment/Flat is situated and in case any damage is caused to the building in which the Apartment/Flat is situated or the Apartment/Flat 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/Flat and maintain the Apartment/Flat 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/Flat is situated or the Apartment/Flat which may be contrary to the rules and regulations and bye-laws of the service society, 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 service society, concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment/Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Flat is situated and shall keep the

portion, sewers, drains and pipes in the Apartment/Flat 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/Flat 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/Flat without the prior written permission of the Promoter and/or the Society.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment/Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Flat in the compound or any portion of the project land and the building in which the Apartment/Flat 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 or giving water, electricity or any other service connection to the building in which the Apartment/Flat 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/Flat 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/Flat 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 Service Society or has adopted 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 Apartment/Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Service Society regarding the occupancy and use of the Apartment/Flat 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.

15. 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.
16. 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/Flat 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/Flat 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.
17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Flat] and if any such mortgage or charge is made or created

then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Flat].

18. 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.

19. 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/Flat/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT
APPLICABLE TO ALLOTTEE/ SUBSEQUENT
ALLOTTEES

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

22. 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.

23. 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 Apartment/Flat to the total carpet area of all the Apartments/Flat in the Project.

24. 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.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its sole-proprietor 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 _____.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
27. 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, Address & Notified Email ID of Allottee :

Name, Address & Notified Email ID Address of
Promoter :

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.

28. JOINT ALLOTTEES

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

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

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

31. 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 will have the jurisdiction for this Agreement.

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.

First Schedule Above Referred to Description of the freehold land and all other details. Second Schedule Above Referred to here set out the nature, extent and description of common areas and facilities.

SCHEDULE-I

(Description of Project Land)

All that piece or parcel of non-agricultural residential land bearing City Survey No. 3390, admeasuring 673 sq. mtrs. of Ward T.P. Scheme No. 3 allotted in lieu of Final Plot No. 369/1 of T.P. Scheme No. 3/4 (Varied), mouje Changizpur, Taluka Sabarmati, Registration Sub-district Ahmedabad-3 (Memnagar), District Ahmedabad, and the said land is bound as under:

East: 40 ft. Road (12 mtr. T.P. Road)

West: Final Plot No: 369/3

North: Final Plot No: 370

South: Final Plot No: 369/2

SCHEDULE-II

(Property to be Sold)

All that immovable property of Apartment/Flat No. ____ on the ____ Floor, admeasuring _____ sq. mtrs. carpet area of construction in the scheme known as “**Ivory**”, with all proportionate rights of common areas and facilities as owner and member share holder of the Service Society to be formed for maintenance of the property of “**Ivory**” with proportionate undivided, ownership rights, title and interest of _____ sq. mtrs. in the land bearing City Survey No. 3390, admeasuring 673 sq. mtrs. of Ward T.P. Scheme No. 3 allotted in lieu of Final Plot No. 369/1 of T.P. Scheme No. 3/4 (Varied), mouje

Changizpur, Taluka Sabarmati, District Ahmedabad upon which the scheme of “Ivory” has been constructed. The said Apartment/Flat no._____ is bounded as follows

North:-

South:-

East:-

West:-

The common areas and facilities and parking spaces sold along with the Apartment/Flat shown hereunder.

Sr.No.	Description	Area in Sq.Mtr.
1	- Balcony / verandah (Not Applicable in case of sale of shop)	
2	- Wash Balcony / verandah (Not Applicable in case of sale of shop)	
3	Undivided share of open terrace(Not Applicable in case of sale of shop)	
4	Open Parking spaces bearing Nos____situated at Basement and/or stilt and being constructed in the layout	-----
5	Covered Parking spaces bearing Nos____situated at Basement and/or stilt and being	

	constructed in the layout	
6	Other area of the apartment/Flat-carpet	

ANNEXURE -A

(Authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Proposed Purchaser as approved by the concerned local authority)-attached herewith.

ANNEXURE -B

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)-
attached herewith.

ANNEXURE - C

(Specification and amenities for the Flat)

RECEIPT

Received of and from the Proposed Purchaser above named
the sum of Rupees _____ on execution of this
agreement towards Earnest Money Deposit or application fee
I say received.

Sheth And Gajjar Realty LLP]
represented through its]
partner Salil Gaurangbhai Sheth]

Signed, Sealed and Delivered
by the within named
"Vendor"
Sheth And Gajjar Realty LLP]
represented through its authorised]
partner Salil Gaurangbhai Sheth]_____

In the presence of

1. _____

Name:

Address:

2. _____

Name:

Address:

Signed, Sealed and Delivered
by the within named
"Proposed Purchaser/s"
MR._____]_____

MR._____]_____

in the presence of

1. _____

Name:

Address:

2. _____

Name:

Address:

Schedule under Section 32 (a) of the Registration Act.

SIGN ACROSS
PHOTOGRAPH

Thumb Impression

"VENDOR"
Sheth And Gajjar Realty LLP]
represented through its authorised]
partner Salil Gaurangbhai Sheth]

SIGN ACROSS
PHOTOGRAPH

Thumb Impression

"Proposed Purchaser/s"
MR. _____]

SIGN ACROSS
PHOTOGRAPH

Thumb Impression

"Proposed Purchaser/s"
MR. _____

]