

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE WITHOUT POSSESSION ("AGREEMENT") executed today on this _____ day of _____, 2017.

BY AND BETWEEN

TEJENDRA INFRACON PVT. LTD. (PAN : AADCT4300Q), A a Company duly incorporated and registered under the Companies Act, 1956 and having its Registered Office at Daddu Partyplot, opp. Amraivadi Post office, Amraivadi, Ahmedabad through its Authorized Director : **TEJENDRA RAMPRATAP CHAUHAN**, aged about 26 years, Occupation- business, residing at Chauhan Palace, Satyanarayan nagar, Amraivadi, Ahmedabad duly authorized vide board resolution dated 17-02-2017 hereinafter called “THE PROMOTER” or “PARTY OF THE FIRST PART” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its present and future Managing Directors, Directors, Office Bearers, successors and permitted assigns etc) ;

AND

(1).....(PAN NO.....) Aged about years, Occupation :, (2)(PAN NO.....) Aged about years, Occupation :, both residing at, hereinafter called “THE ALLOTTEE” 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 heirs, executors, administrators, successors-in-interest and permitted assignees).

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

A. WHEREAS the Promoter is seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of Freehold Non-Agricultural Use lands bearing Final Plot No.91 admeasuring 6070 sq.mtrs. (4743 sq.mtrs. Residential purpose and 1327 sq.mtrs. Commercial purpose) of Draft Town Planning Scheme No.114 (Vastral-Ramol) comprised of Revenue Survey No. 1204 admeasuring 10117 sq.mtrs situate, lying and being at Mouje Vastral of Taluka Vatva in the Registration District of

Ahmedabad and Sub-District of Ahmedabad-12 (Nikol) (hereinafter referred to as "THE SAID LAND").

- B. WHEREAS The Promoter has purchased the said land from its owners namely Arvindbhai Manubhai Sheladia etc by sale deed registered in the office of the Sub-Registrar, Ahmedabad-12 (Nikol) under Serial No. 11782 dated 24/09/2014 and entry to that effect was mutated in the revenue record vide Mutation Entry No. 7701 dated 04/10/2014, which was certified by the competent authority on dated 02/12/2014;
- C. 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;
- D. WHEREAS the promoter has registered the project under the provisions of The Real Estate (Regulation & Development) Act, 2016 and Gujarat Real Estate (Regulation & Development) (General) Rules, 2017 (hereinafter collectively referred to as "SAID ACT") with the Real Estate Regulatory Authority At Ahmedabad vide Registration No..... dated; authenticated copy is attached as "Annexure B"
- E. 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;
- F. AND WHEREAS The necessary plans for construction of a Residential Appartment known as "TEJENDRA CRYSTAL", together with all common amenities and facilities provided therein, hereinafter for the sake of brevity referred to as the "said project/building" are approved by Ahmedabad Municipal Corporation vide its Permission Vide (1) Case No. BLNTI/EZ/190314/GDR/A1505/R0/M1 and Raja Chitthi No. 01461/190314/A1505/R0/M1 for Block No. "A" and "B", (2) Case No. BLNTS/EZ/190314/GDR/A1506/R0/M1 and Raja Chitthi No. 01462/190314/A1506/R0/M1 for Block No. "C" and "D", (3) Case No. BLNTS/EZ/190314/GDR/A1507/R0/M1 and Raja Chitthi No. 01463/190314/A1507/R0/M1 for Block No. "E" and (4) Case No. BLNTS/EZ/190314/GDR/A1508/R0/M1 and Raja Chitthi No. 01464/190314/A1508/R0/M1 for Block No. "F" and "G" dated 16/06/2014, which is seen and verified by the Allottee and fully satisfied

with the same. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable and the authenticated copies of the plans and specifications has been attached as “Annexure A”.

- G. AND WHEREAS the Allottee has/have gone through various documents and papers and Plans thoroughly and have fully understood the contents, terms and conditions and other details of the scheme kept with the Promoter at its office at the above mentioned address. The Allottee has/ have also gone through and has/have made himself/herself/themselves aware of the specifications for construction of the said scheme, more particularly described in the Schedule hereunder written.
- H. The Promoter has proposed to develop the said land by launching a scheme of Residential flats and for the said purpose the Promoter is doing work of development and construction of Residential Flats for the Allottee/s of the scheme known as “TEJENDRA CRYSTAL”. Hereinafter referred to as the “said Scheme”.

The said land is earmarked for specific development as mentioned herein and the same shall be used for those purposes only and no other development shall be permitted unless it is a part of the plan approved by the competent authority.

- I. AND WHEREAS the Allottee being desirous to purchase a residential flats in the said Scheme, approached the Promoter and after verifying all papers, documents, plans, specifications etc. and finding the titles of the Promoter to the said land and construction standing thereon as clear, marketable and free from all encumbrances and beyond reasonable doubts, has decided to purchase the property being Flat No. _____ on ____ Floor, admeasuring _____ sq.ft. i.e. _____ Sq.mtrs. carpet area alongwith open balcony admeasuring sq.mtrs. and wash area admeasuring sq.mtrs. or thereabout together with undivided proportionate share in the said land, admeasuring sq.mts. in the said scheme, more particularly described in the Schedule-A. (hereinafter referred to as “THE SAID UNIT”).
- J. AND WHEREAS, prior to the execution of this Agreement for Sale, the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____) only, being part payment of the sale consideration of the Unit agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter

hereby admits and acknowledges) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

- K. AND WHEREAS, under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of the said Unit to the Allottee, and to register this Agreement under the Registration Act, 1908.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. The scheme will be constructed and completed in accordance with the approved layout plans by the competent authority, 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 Municipal Corporation and other local authorities and/or which the Promoter/Developer may consider desirable and this shall operate as an irrevocable consent of the Allottee/s for making such variations and modifications.
2. The Allottee has/have satisfied himself/herself/ themselves about the title of the said land/property and the Allottee shall not be entitled to investigate further the titles of the said land/property and no requisition or objection shall be raised in any matter relating thereto.
3. The Allottee hereby agree/s/agreed to acquire the said/property as per the plans and specifications seen and approved by Allottee and the Developer/ Promoter/Land Owner agrees to allot the said Premises/Unit to the Allottee/s-Purchaser/s at or for the lump sum consideration price of Rs._____/- (Rupees _____ only).

4. **PAYMENT PLAN :**

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 _____ only) in the following manner :-

- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) has been paid to the Promoter after the execution of this Agreement vide Cheque No. Dated drawn on Bank, Branch.

- ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said unit is located.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said unit is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said unit.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said unit.
- vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said unit is located..
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said unit is located.
- viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the unit to the Allottee on or after receipt of occupancy certificate or completion certificate.

5. Default in Payment :

- (a) The Allottee agrees to pay to the Promoter interest at the rate of ____ % 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.

6. TIME IS ESSENCE:

- Time is the essence for both the parties i.e. the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Unit. The Promoter shall give possession of the Unit to the Allottee on or before 15/10/2018.
- If the Promoter fails or neglects to give possession of the Unit 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 Unit along with the interest.
- If the Promoter fails to abide by the time schedule for completing the project and handing over the Unit 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 date of written intimation given to the Allottee for the handing over of the possession or up to the date of handing over of the possession, whichever is earlier.
- Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the Unit is to be situated is delayed on account of -
 - (a) war, civil commotion or act of God ;
 - (b) notice, order, rule, notification of the Government and/or other public or competent authority/court.

7. As soon as the scheme for Units is notified by the Promoter as complete, the Allottees of the premises (including the Allottee/s herein) 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 will be entitled to terminate the agreement with Allottees and to refund the amount to the allottee within the period of thirty days of termination, the instalments of sale consideration of the Unit which may till then have been paid by the allottee to the promoter.

8. 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 by the Member/s-Purchaser/s.
9. The Allottee shall have no claim save and except in respect of the said premises agreed to be acquired by him/her i.e. open spaces, general parking, open land, common open places etc. will remain the property of the Promoter subject to the right of the Allottee as hereinafter stated and particularly stated in clause herein below.
10. The Promoter shall have a right to make additions or put up additional structures or stories as may be permitted by the Government of Gujarat and other 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 Allottee shall be at liberty to sell, assign or otherwise deal with or dispose of their right, title or interest in the said land/property or in the said scheme to be constructed by the Promoter may deem fit and proper.

11. The Promoter shall confirm the final carpet area that has been allotted to the Allottees 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.

The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. if there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Allottee within forty five days with annual interest at the rate of ____% from the date when such an excess amount was paid by the Allottees, if there is any increase in the carpet area allotted to the Member/s-Purchaser/s, the Promoter shall demand additional amount from the Allottees as per the next due payment as per the payment schedule. All these monetary adjustment shall be made at the same rate as agreed in clause-3 of this agreement.

12. 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 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, maintenance agency 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. This deposit amount will be a transferable deposit, in the event of transfer of membership in the said Service Society.
13. 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.
14. The Promoter hereby agree/s that in the event, if any amount becomes due to the Local Authorities or the State Government or betterment charges or development tax or payment of similar and other nature becoming payable by the Promoter, the same shall be reimbursed by the Promoter in proportion to the area of the said premises agreed to be acquired by the Allottee.

15. That, “ **TEJENDRA CULTURE SERVICE SOCIETY**” is incorporated under the Gujarat Co.Operative Societies Act, under Registration No. GUJ/19665/AHMEDABAD dated 21-10-2016 (hereinafter for the sake of brevity referred to as the said “Service Society”) for the maintenance and management of the said “**TEJENDRA CRYSTAL**” Scheme and the allottee agree/s and undertakes to be a member of the said 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 membership fees, share money, subscription etc. to the said 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.
16. The Promoter shall not mortgage or create a charge on the said Unit after the execution of the agreement and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for time being in force, such mortgage or charge shall not affect the right and interest of the Allottees, who has taken or agreed to take said Unit.
17. 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, Ahmedabad Municipal Corporation, 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 shall not be in any manner liable or responsible for the same if any addition or alteration is to be made in span of five years.
18. 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 ex-parte and the Allottee shall cease all its rights over the said Unit by virtue of these presents and same shall be unconditionally binding and acceptable to the allottee.

19. It is hereby agreed between the Promoter and the Allottee that no sooner 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 said 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 Allottee that the Allottee will have to compulsorily become the Member-Shareholder of the said Service Society.
20. 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.
21. It has been specifically agreed by and between the parties hereto that the terrace and open units to be constructed under the scheme shall absolutely be of the ownership, use, occupation and enjoyment of the Promoter and the Promoter shall be entitled to give the same for use, occupation, enjoyment of the same to any person whomsoever, including by way of allotment thereof, for compensation or on rent, lease, leave and license for any purpose whatsoever and it shall further be entitle 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 Promoter may deem fit and proper.
22. 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.

- 23.** 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 of 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 equipments 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.
- 24.** 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 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 Developer 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.
- 25.** The Allottee hereby agrees to execute such other papers and documents and also pay necessary stamp duty registration fees and other out of pocket expenses etc., as may be necessary for the purpose of giving effect to these presents.

26. 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.
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 of Allottee

..... (Allottee's Address)

Notified Email ID:

TEJENDRA INFRACON PRIVATE LIMITED. (Promoter name)

Daddu party plot, Opp. Amraiwadi post office, Amraiwadi, Ahmedabad.
(Promoter Address)

Notified Email ID:

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. 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 right to carry out the developmental rights.
- ii.* The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and other requisite approvals shall be obtained with time;

- 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.* The approvals and licenses issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting.
 - 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 be affected;
 - vii.* The Promoter confirms that it 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 Unit 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 Unit 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 allottee, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common structure to the Association of the Allottees;
 - x.* The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities up to the date of completion certificate.
 - xi.* The Promoter has not been served upon any notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification regarding the said Unit/Scheme.
- 29.** The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter as follows :-

- i.** The Allottee shall maintain the Unit at his own cost and shall maintain it in good condition.
- ii.** The allottee undertakes not to keep in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit 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 Unit is situated.
- iii.** The allottee undertakes to carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee.
- iv.** The allottee undertakes not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition.
- v.** The allottee undertakes 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 Unit is situated or any part whereby any increased premium shall become payable in respect of the insurance.
- vi.** The allottee undertakes not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which the Unit is situated.
- vii.** The allottee undertakes to pay the charges towards stamp duty and registration.

30. BINDING EFFECT:

The Agreement shall bind once it is signed by both the parties.

31. Dispute Resolution :-

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations framed there under.

32. ENTIRE AGREEMENT :

This Agreement, along with its schedules and annexures, constitutes the entire Agreement with respect to the subject matter 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 Unit/Land/Building/Scheme, as the case may be.

33. RIGHT TO AMEND :

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

34. 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 Allottee of the said Unit, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.

35. 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.

36. 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 said Unit to the total carpet area of all the Units in the Project.

37. 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.

38. 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.

39. GOVERNING LAW :

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.

SCHEDULE "A"

All that undivided and undemarcated land admeasuring sq. mts. in the land more particularly described in the First Schedule referred to hereinabove together with ownership right of constructed property being Flat No. _____ on _____ Floor, admeasuring _____ sq.ft. i.e. _____ Sq.mtrs. carpet area alongwith open balcony admeasuring sq.mtrs. and wash area admeasuring sq.mtrs. or thereabout together with undivided proportionate share in the said land, admeasuring sq.mts situated in the Scheme known as "TEJENDRA CRYSTAL" situate, lying and being on the freehold Non-Agricultural land bearing Final Plot No.91 admeasuring 6070 sq.mtrs. of Draft Town Planning Scheme No.114 (Vastral-Ramol) comprised of Revenue Survey No. 1204 admeasuring 10117 sq.mtrs situate, lying and being at Mouje Vastral of Taluka Vatva in the

Registration District of Ahmedabad and Sub-District of Ahmedabad-12 (Nikol)
and Said Unit is bounded as follows : -

On or towards the East :

On or towards the West :

On or towards the North :

On or towards the South :

SCHEDULE “B”

Floor plan of Said Unit

ANNEXURE “A”

Copy of approved lay-out plan

ANNEXURE “B”

Registration Certificate of RERA

ANNEXURE “C”

Description of Common Assets in proportion with right to use common amenities and facilities provided for the shops/offices/showrooms of the said building and to be used in common with other Allottee of the said Unit and which shall be limited to :-

- ☐ Lifts
- ☐ Over head Water Tank
- ☐ Underground Water Tank
- ☐ Sewage Treatment Plant
- ☐ Pump with Motor
- ☐ Stair Case
- ☐ Passage with lights leading to all the Floors and Cellar
- ☐ Electric Meter
- ☐ Common Garden in Ground Floor Area

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee.

I say Received,

The Promoter
For, Tejendra Infracon Private Limited

Mr. Tejendra Rampratap Chauhan
Authorized Director

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED
“PROMOTER”
TEJENDRA INFRACON PRIVATE LIMITED
through its authorized director

MR. TEJENDRA RAMPRATAP CHAUHAN _____

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED
“ALLOTTEE”

MR. _____

IN THE PRESENCE OF
FOLLOWING WITNESS :

- 1. _____
- 2. _____

Signature

Photograph

Left Thumb Impression

TEJENDRA INFRACON PRIVATE LIMITED

MR. TEJENDRA RAMPRATAP CHAUHAN

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