

AGREEMENT FOR SALE (Without Possession)

THIS AGREEMENT FOR SALE ("AGREEMENT") executed on this __day of 2022.**BY AND BETWEEN**

DAXESH Co-operative Housing Society Ltd. registered under the provisions of The Gujarat Co-Operative Societies Act, 1962 under registration (Reg No. GH-5757 Date 30-5-1974, having its registered office at Daxini Society, Nr. Gurudwara, Maninagar, Ahmedabad, hereinafter referred to as "**the Vendor**" or "**the said society**" (which expression shall unless the same be repugnant to the context or meaning thereof mean and include the said its office bearers, successors and assigns) of the **ONE PART**;

AND

_____, (PAN _____) Adult, Indian Inhabitants, having their address at _____, Ahmedabad, Gujarat, 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).

AND

Shri Rajharsh Builder, A Partnership firm, having its office at: First Floor, Radhe Arced, Opp. Kankaria Lake, Maninagar, Ahmedabad, through its authorized Partner **Shri Aashishbhai Dineshbhai Thakkar**, hereinafter referred to as "**PROMOTER**" or "**THE CONFIRMING PARTY**" "**THE PARTY OF THE THIRD PART**" or "**THE DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its partners and their heirs, successors, assigns etc.) of the **THIRD PART**; having PAN No.

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

1. **WHEREAS** the Promoter is unequivocally seized and possessed of or otherwise well and sufficiently entitled by way of entering into a redevelopment agreement to the Non-agricultural land bearing City Survey Nos,298,299,300,301,302,303 of Final Plot No.112/5 Ward Maninagar T.P.No.4 land situated lying and being at MoujeKhokhara-Mehmdavad Taluka ManinagarDist.Ahmedabad bearing T.P.Schem No. 4 and Final Plot No.112 in the Registration district Ahmedabad and Sub district Ahmedabad(5) Narol, GUJARATA, INDIA. total admeasuringSq.yards and 711.41Sq.Mtrs, respectively or thereabout allotted Final Plot No. 112 paiki of Town Planning Scheme No.4 in DAXESH Appartment Co-operative Housing Society Ltd., in the scheme known as "DAXESH Appartment", situate, lying and being at Mouje Rajpur-Hirpur, Taluka Maninagar,District Ahmedabad within registration Sub-District Ahmedabad-5 (Narol), (hereinafter referred to as "THE SAID LAND/PROPERTY")

2. **AND WHEREAS**, As per the Resolution dated 7/01/2021 all the present members of the aforesaid "DAXESH Appartments" agreed to **and** willing to demolished their present flats to enter into a redevelopment agreement with the promoter herein.

3. **AND WHEREAS**, DAXESH Co Operative Housing Society Limited entered into Development Agreement with Shri Rajharsh Builder, a Partnership Firm, through its partners and members of all Blocks of said society for reconstruction of residential flats in the scheme known as "DAXESH Apartment" on Non agricultural bearing City Survey Nos. 298,299,300,301,302,303 dated 23/06/2021 which was registered with the Sub-Registrar of Assurances at Ahmedabad-5 (Narol) on 23/06/2021 under serial No.4520.

4. **AND WHEREAS**, Ahmedabad Municipal Corporation has given the construction permission to construct from Basement to Seventh, vide its Case No. BLNTS/SZ/181121/GDcrv/A5382/RO/M1 and issued Commencement Certificate (Rajachitthi) No. 05845/181121/A5382/RO/M1 dated 05/03/022 and plan was also approved on 05/03/2022 of land bearing of Final Plot No. 112/5.

5. **AND WHEREAS** the VENDOR AND CONFIMING PARTY has registered the project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (here in after referred to as the said "Act") and

the Gujarat Real Estate (regulation and development) (General) Rules, 2017 (here in after referred to as as the said “rules”) with the Real Estate Regulatory Authority at Ahmedabad (here in after referred to as the said “authority”) and the said authority has issued a Registration certificate of project dated..... bearing reference. No. COPY OF THE SAID Registration certificate is annexed herewith .

6. **AND WHEREAS**, in the Redevelopment Scheme some of the members have either desired for outright sale of their unit or the acquiring newly made redeveloped Units as per new plan by retaining their Units in the new Redevelopment Scheme.

7. **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 on the verge of being completed date 12/2/2020 except the B.U. permission, which is pending.

8. **AND WHEREAS** the authenticated copies of the plans and specifications of the apartment agreed to be purchased by the Allottee has been annexed and marked as Annexure.

9. **AND WHEREAS** the Promoter had accordingly commenced construction after the grant of commencement certificate by virtue of the Raja Chithi No.05845/181121/A5382/RO/M1 dated.5/3/2022 as per the terms and conditions mentioned in the commencement certificate.

10. **AND WHEREAS** the Promoter had desired to develop the said land by launching a scheme of residential flats/Shop and for the said purpose the Promoter is doing work of development and construction of units for the member/s of the scheme known as “**RADHE DAXESH** ” by virtue of the same, the Promoter has sole and exclusive rights to sell the Apartments in “**RADHE DAXESH**” except for the existing members of as decided in the redevelopment agreement and also to enter into Agreements (s) with the Allottee(s) of the said scheme to receive sale consideration in respect thereof.

11. **AND WHEREAS** the Allottee being desirous to purchase a residential flat in the said Scheme known as “**RADHE DAXESH**” approached the said “Partnership 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 **society**/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 the property having net carpet area (Flat/Shop) admeasuring _____ **Sq. Mtrs.** (_____ Sq. Fts.); that excludes the area covered by the external walls, areas under service shafts, net carpet area (Balcony) admeasuring _____ **Sq. Mtrs.** (_____ Sq. Fts.) and net carpet area (Wash area) admeasuring _____ **Sq. Mtrs.** (_____ Sq. Fts.) but includes the area covered by the internal partition walls of the apartments situated on _____ Floor in the scheme known as “**RADHE DAXESH**”.

12. **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 _____ (in words) 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. _____ is being paid to the Promoter pursuant to this Agreement towards application fee/ advance payment.

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

13. **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 03 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 might permit the change.

14. **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; (A) THAT the Allottee has desired to become Allottee of the said scheme having net carpet area (Flat/Shop) admeasuring _____ **Sq. Mtrs.** (_____ Sq. Ft); that excludes the area covered by the external walls, areas under service shafts, net carpet area (Balcony) admeasuring _____ **Sq. Mtrs.** (_____ Sq.Ft.) and net carpet area (Wash area) admeasuring _____ **Sq. Mtrs.** (_____ Sq. Ft.) but includes the area covered by the internal partition walls of the apartment, situated on _____ Floor in the scheme known as "DAXESH APARTMENTS" together with undivided proportionate share in land, more particularly described in the Schedule-II hereunder written (hereinafter referred to as "THE SAID FLAT/UNIT"). (B) THAT 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; (C) THAT, under section 13 of the said Act, 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.

(D) 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 Building Use Permission 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 Owner / Promoter. If there is any reduction in the carpet area within the defined limit then Owner / Promoter shall refund the excess money paid by Allottee within 30 days with annual interest at the rate of SBI (Marginal cost of Landing Rate) + 2% per annum, 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 Owner / 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 feet as agreed herein.

**NOW THIS AGREEMENT FOR BOOKING WITNESSETH AS
FOLLOWS:**

1. That the scheme will be constructed and complete in accordance with the approved layout plans by the Ahmedabad Municipal Corporation 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/Landowner 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. 2. 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. 3. 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 Rs. _____/- (Rupees _____ only).

3A. The Promoters hereby declares that the Floor Space Index [FSI] available as on date in respect of the Project Land is 1280.54square metres only and Promoters has planned to utilize Floor Space Index of 640.27 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes 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 Promoters has disclosed the Floor Space Index of 1906.32 as proposed to be utilized by him on the Project Land in the said Project and Allottee has agreed to purchase the said Property based on the construction thereon and sale of the sub-plots/ Apartments to be carried out by the Promoters by utilizing the proposed FSI and on the

understanding that the declared proposed FSI shall belong to Promoters only.

4. PAYMENT PLAN:

The Allottee has paid on or before execution of this agreement a sum of Rs. _____ by cheque No. _____ dated _____ through Bank _____ towards the payment of application fee (not exceeding 10% of the total consideration) and hereby agrees to pay to the Promoter the balance amount of Rs in the following manner :

Amount Rs. Particulars _____ Earnest Money by Cheque No. _____ dated _____ of _____ Bank, _____ Branch (Not exceeding 30% of total consideration) on execution of the agreement Further Consideration by Cheque No. _____ dated _____ of _____ Bank Ltd, _____ Branch (Not exceeding 45% of total consideration) on completion of the plinth of the building or wing in which the said Apartment is located.

Further Consideration by Cheque No. _____ dated _____ of _____ Bank Ltd, _____ Branch (Not exceeding 70% of total consideration) on completion of the slabs including podiums\ and stilts of the building or wing in which the said Apartment is located.

Further Consideration by Cheque No. _____ dated _____ of _____ Bank Ltd, _____ Branch (Not exceeding 75% of total consideration) on completion of walls , internal plaster, floorings, doors and windows of the said Apartment.

Further Consideration by Cheque No. _____ dated _____ of _____ Bank Ltd, _____ Branch (Not exceeding 80% of total consideration), on completion of the sanitary fittings, staircases, lift, wells, lobbies upto the floorlevel of the said Apartment.

Further Consideration by Cheque No. _____ dated _____ of _____ Bank Ltd, _____ Branch (Not exceeding 85% of total

consideration) on completion of the external plumbing and external plaster, elevation, terraces with water proofing, of the building or wing in which the said Apartment is located. Further Consideration by Cheque No.

Default in Payment:

(a) The Allottee agrees to pay to the Promoter interest at the rate of **MCLR+2%** 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 _____ dated _____ of _____ Bank Ltd, _____ Branch (Not exceeding 95% of total consideration); 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. Balance amount by Cheque No. _____ dated _____ of _____ Bank Ltd, _____ Branch, at the time of handing over the possession of the Apartment to the Allottee 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 instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. 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 [Flat/ Unit]. The Promoter shall give possession of the Apartment

to the Allottee on or **before.12TH day of February 2024** 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. 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.

6. As soon as the scheme for Flats is notified by the Promoter as complete, the Allottees of the premise (including the Allottees-sherein) 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.

7. 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.

8. 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.

9. 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 member ship in the said Service Society (to be formed). ***In this Scheme registered society is already in existence and therefore allottee has to become members & share holder of the said society.***

10. 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.

11. 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 Allotteehip fees, share money, subscription etc to the Service Society. The Allottee shall be bound from 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.

12. The Promoter shall not mortgage or create a charge on the **said** Apartment 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 such **Apartment**.

13. After the possession of the said premises/**apartment** 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 may also be liable or responsible for the same if any addition or alteration is to be made in span of five years.

14. 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.

15. 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.

16. 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/**society** 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.

17. 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.

18. 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.

19. 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.

20. 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 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). **If 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.

25. 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.

26. 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 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 [Flat/ 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 [Flat/ 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 allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the Structure to 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.

xii. **If the Promoter fails to abide by the time schedule for completing the project and handing over the [Unit/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 MCLR+2% 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 SBI MCLR +2% 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.**

REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

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 Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment 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, Pardis or other structural Allottee in the Apartment 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 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/**society** 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 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. 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 project land or any part thereof to view and examine the state and condition thereof.

27. 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 Co-operative Society towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

28. 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.

29. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement *in favour of allottee* he/it 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*.

30. 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 **15 (Fifteen)** 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 **15 (Fifteen)** 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.

31. 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 unit/flat, as the case may be.

32. RIGHT TO AMEND

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

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

34. 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 ***as applicable***.

35. 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.

36. FURTHER ASSURANCES

The Parties herein 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.

37. 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**.

38. 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.

39. 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:

Name of promoter

Rajharsh Builder

Radhe arced 1st floor,Opp.KankariaLake,Maninagar, Ahmedabad.

(Promoter Address)

Notified Email ID:Daxesh radhe8@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.

40. 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.

41. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement ***and deed of allotment or any other writing*** shall be borne by the allottee.

42. 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 Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

43. 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 of **Ahmedabad** 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.

SCHEDULE

ALL THAT piece or parcel of immovable property bearing **Flat/Shop No.** ____, on ____ Floor, having net carpet area (Apartment) admeasuring _____ **Sq. Mtrs.** (_____ Sq. Ft); that excludes the area covered by the external walls, areas under service shafts, net carpet area (Balcony) admeasuring _____ **Sq. Mtrs.** (_____ Sq. Fts.) and net carpet area (Wash area) admeasuring _____ **Sq. Mtrs.** (_____ Sq.Fts.) with undivided proportionate share _____ Sq.Mtrs in land, but includes the area covered by the internal partition walls of the apartment situated in the scheme known as "**RADHE DAXESH**" being constructed on the Non-agricultural bearing City Survey Nos. 298, 299, 300,301,302,303 of Final Plot No.112/5 land situated lying and being at Ward Maninagar T.P.Schem No. 4 and Mouje Khokhara-Mehmdavad Taluka Maninagar Dist. Ahmedabad bearing Maninagar T.P.Schem No. 4 and Final Plot No.112

Sub Plot No.5/112/5 in the Registration district Ahmedabad and Sub district Ahmedabad(5) NAROL GUJARATA,INDIA admeasuring **711.41 Sq. Mtrs.**in **DAXESH Co-operative Housing Society Ltd.**, District Ahmedabad within registration Sub-District Ahmedabad-5 (NAROL).

The said property/apartment/unit is bounded as under:-

East:

West:

North:

South:

Place : Ahmedabad

Date: __/__/20122

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED
“VENDOR”

**DAXESH Co-operative
Housing Society Ltd.**

Through its secretary:

HeenabenJ.Dave

SIGNED BY THE WITHINNAMED

(ALLOTTEE/S)

SIGNED BY THE WITHINNAMED
“PROMOTER/DEVELOPER”

Rajharsh Builder

Through its authorized Partner:

AashishbhaiDineshbhai Thakkar

IN THE PRESENCE OF (Witnesses)

1. _____

2. _____