

AGREEMENT FOR ALLOTMENT

Project Name: SHANTAM SAPPHIRE

Flat Number: _____

Wing: __, Floor: ____

Rera Carpet Area : (_____ Sq-mt) +Wash &

Balcony (_____ Sq-mt)

Name of Purchaser/s: _____

“LOGO”

AGREEMENT FOR ALLOTMENT

FLAT NO. [_____] ON THE [_____] FLOOR _____
WING

DATED ____ day of _____, 2022

This **AGREEMENT FOR ALLOTMENT** (hereinafter referred to as "**AGREEMENT**") is made and entered into at Ahmedabad, on this ____day of____, 202__

BETWEEN

The United Commercial Bank staff Co.Op. Housing Society Limited, a society registered under the Gujarat Co-Operative Society Act vide registration No. 1816/1965 dated 12.12.1966, having office at _____ represented through

Sr. No	Name of Member	Designation	Age (yrs.)	PAN Card No	Address
1	Rajesh Shantilal Shah	Hon. CHAIRMAN			
2	Sudip Arvindbhai Shah	Hon. SECRETARY			

HEREINAFTER, referred to as the "**Party of the First Part**" or "**The Land Owner**" or "**The Society**" or "**First Party**" (Which shall unless it be repugnant to the context or meaning thereof mean and include its member(s), its executor(s), legal representative(s), Successor(s) assigns and

administrator(s),

AND

[If Allottee is an Individual/Joint]

**Mr./Mrs. _____ (PAN: _____) aged about __ years,
adult, _____ by religion, son/daughter of _____,
residing at _____,**

(Hereinafter called the “The Party of the Second Part” Or “The Allottee” (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), of the **SECOND PART;**

[If Allottee is an HUF]

**Mr. /Mrs. _____ (PAN: _____) aged about __ years,
adult, Hindu by religion, son/daughter of _____ for self
and as the Karta of the Hindu Joint Family known as
_____ HUF (PAN: _____) having its place of business /
residence at _____,**

hereinafter referred to as the “The Party Of The Second Part”
Or “The Allottee” (which expression shall unless repugnant to

the context or meaning thereof be deemed to include the coparceners of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees), of the **SECOND PART;**

[If Allottee is a Company]

_____ **Pvt. Ltd., (PAN: _____ / CIN : _____), a company duly incorporated under the provisions of the Companies Act, [1956 / 2013, as the case may be] having its registered office at _____ represented by its authorized signatory _____ (Aadhar No: _____) duly authorized vide board resolution dated _____**

hereinafter referred to as “The Party Of The Second Part” or “The Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees), of the **SECOND PART;**

[If Allottee is a Partnership]

_____ **a partnership firm registered under the Indian**

Partnership Act 1932, having its principal place of business at _____ (PAN: _____) represented by its authorized partner _____ (Aadhar No: _____) authorized vide _____

Hereinafter referred to as “The Party of the Second Part” or “The Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners), of the **SECOND PART;**

AND

M/S Mahavir Infra. a partnership firm having PAN No. ABQFM0837L, and having its registered office at A-501, One World Capital, Opp. Din Dayal Hall, Behind Rajpath Club, Ahmedabad, through its authorized partner Mr. Pranavbhai Mahendrabhai Kothari, PAN No. _____ hereinafter referred to as "**the Developer**" OR "**The Developer**"[which expression shall, unless it be repugnant to the context or meaning thereof include the partners of the said firm for time being, surviving partner or partners and heirs, executors, administrators of last surviving partner or

partners and his or their assigns] of the One Part

In this Deed reference to “a person” includes (as the context requires) an Individual, a Proprietorship, a Partnership Firm, a Company, a Body of Corporate, a Co-Operative Society, an Entity authority or anybody, an Association or Organization of individuals or persons whether incorporated or not.

Unless otherwise specifically stated in this Deed, any singular term or reference shall include plural and vice versa, masculine gender shall include feminine or neutral gender or vice versa.

Unless otherwise specifically stated in this Deed, the Parties to this Deed are individually referred to as Party and jointly and/or collectively as Parties.

WHEREAS

- A. The land bearing Old survey No. 59 Paiki, having final Plot No. 747/2 paiki 1, admeasuring 629 Sq.Yds of Sub Plot No. 1 and admeasuring 635 Sq. Yds. Of Sub Plot No. 2 was originally belonging to (1) Shri Girdharlal Chotalal Contractor, (2) Smt. Samrathben

Girdharlal Contractor, (3) Subodhchandra Girdharlal, (4) Rameshchandra Girdharlal, (5) Prakashchandra Girdharlal prior to year 1967.

- B. That thereafter, the United Commercial Bank staff co. Op. Housing Society Limited has purchased the said land from the said (1) Shri Girdharlal Chotalal Contractor, (2) Smt. Samrathben Girdharlal Contractor, (3) Subodhchandra Girdharlal, (4) Rameshchandra Girdharlal, (5) Prakashchandra Girdharlal by registered sale deed dated 03.02.1967 registered in the office of the then sub-registrar-Ahmedabad at Sr. No. 1506 of 1967.
- C. The said United Commercial Bank staff co. Op. Housing Society was formed under the provisions of the Gujarat Co-Operative Societies Act, 1961 having registration No. 1816 of 1966 dated 12.12.1966.
- D. That the said society has applied for the construction permission to Ahmedabad Municipal Corporation. The AMC has granted the construction permission vide order dated 03.05.1967.

- E. That thereafter, the AMC has issued Raja-Chitthi dated 15.03.1967 to commence the construction as per the approved plan.
- F. That thereafter, the said society has erected the construction on the said society land in accordance with the approved plan. Thereafter, the said society has obtained the building usage permission dated 08.03.1968 from the AMC.
- G. That the land of the said society has bifurcated in two sub plot's being sub-plot No. 1 and sub-plot no. 2. That the said society has allotted 6 constructed residential unit of sub-plot no. 2 to (1) Shri Ramesh Amrutlal Shah, (2) Arvind Hiralal Shah (3) Navin Shivprasad Trivedi (4) Ratilal Shivabhai Desai (5)Manikant S. Dave (6) Shantilal Chimanlal Shah. That the allotment was confirmed by the order of inquiry officer, City Survey, Ahmedabad dated 18.06.1982.
- H. Since then, the said original allottee and its member were enjoying the possession of their respective premises in the said society.

- I. That thereafter, the said society has passed a resolution resolving that the occupiers of the said residential units are willing to redevelop the said premises and therefore, the said United Commercial Bank staff Co.Op. Housing Society Limited has invited offers for the redevelopment.
- J. That the MAHAVIR INFRA - a partnership firm has shown its willingness to redevelop the said premises for the terms and conditions agreed between the Society, its members/occupiers and the Developer.
- K. Thereafter a development Agreement was executed on 05.01.2023 in the office of the Sub-registrar Ahmedabad - 3 (Memnagar) at Serial No. 197 of 2023 between the First Party and the Third Party for the land bearing Old survey No. 59, having Final Plot No 747 /2 Paiki 1 Paiki admeasuring 629 Sq.Yds of Sub Plot No. 1 and admeasuring 635 Sq. Yds. of Sub Plot No. 2 situated in the Village:- Chadavad, Te:- Sabarmati, Dist:- Ahmedabad.
- L. The Ahmedabad Municipal Corporation, by way of Rajachitthi No. 07503/221222/A6801/R0/M1 dated 22.02.2023 granted its permission to develop the said

Plot and to construct a building for residential purpose on the said land subject to the terms and conditions as contained therein and thereby approved and sanctioned the plans in respect of the said building called "**Shantam Sapphire**" (hereinafter referred to as "**the said New Building**"). A copy of the said Rajachitthi No. 07503/221222/A6801/R0/M1 dated 22.02.2023 is annexed herewith as "**Annexure -**"

- M. The Promoter has got the plans, designs and specifications for constructing the building on the said Plot approved by the Corporation and other connected authorities and has obtained the Commencement Certificate in respect thereof.
- N. The said land is required to be developed and the said building is required to be constructed thereon within the stipulated period as per the plans and specifications approved by the Corporation.
- O. As per the plans approved by the Corporation, the Promoter is constructing thereon, the said building as per the plans and specifications approved and the development permission granted by the Corporation including such addition, modification, revisions,

alterations, therein if any, from time to time as may be approved by the Corporation.

- P. The Promoter has agreed to dispose of the Flat in the said New Building on ownership basis to the prospective Purchaser/s.
- Q. The building being constructed on the said Plot shall be known as "**Shantam Sapphire**"
- R. The title clearance certificate *inter alia* certifying the title of the Promoter to the said Plot on which the said building is to be constructed is issued by the Advocate Ushaben D. Davda, Advocates for the Promoter.
- S. The Promoter is entitled and enjoined upon to construct the said New Building on the said Plot in accordance with the recitals stated hereinabove.
- T. The Promoter is in possession of the said Plot.
- U. The Promoter has proposed to construct on the said Plot, the said New Building.
- V. The Purchaser intends to purchase and the Promoter has offered on sale to the Purchaser, Flat bearing No. _____, admeasuring (_____ Sq-mt) +Wash & Balcony (_____) Rera Carpet area, on the _____ floor, of the said New Building (hereinafter

referred to as **“the said Flat”** and more particularly described in **“Second Schedule”**) being constructed on the said Plot by the Promoter.

- W. The Promoter has registered the project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **“the said Act”**) with the Real Estate Regulatory Authority bearing No. _____; the authenticated copy of the RERA registration certificate is attached herein at **Annexure _____** hereto.
- X. By virtue of the Development Agreement dated 05.01.2023, the Promoter has sole and exclusive right to sell the said flat in the New Building to be constructed by the Promoter on the said Plot and to enter into Agreement/s of the Flat and to receive the sale consideration with respect thereof.
- Y. On demand from the Purchaser/s, the Promoter has given inspection and copy of all the documents of title relating to the said Plot and the plans, designs and specifications prepared by the Promoter’s Architect, concession plan, Rajachitthi and plan, CC and plan, Fire and all other NOCs, undertakings submitted to

various authorities for nocs, other approvals etc., undertaking for dry and wet garbage and of such other documents as are specified under the said Act and the Rules and Regulations made thereunder.

- Z. The Authenticated copy of the floor plans and specification of the Flat agreed to be purchased by the Purchaser/s as sanctioned and approved by the authority have been annexed hereto and marked as **Annexure ____**. The said Flat is more particularly described in **Second Schedule** hereunder of this deed.

The Rera Carpet area of the Flat is (____ Sq-mt) +Wash & Balcony (____ Sq-mt) and “carpet area” means the net usable floor area of the said Flat as define under Real Estate (Regulation and Development) Act, 2016.

- AA. 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.

- BB. Prior to the execution of these presents, the Purchaser/s has paid to the Promoter a sum of Rs.

_____-/- (Rupees _____ only)

being earnest money towards the said Flat agreed to be sold by the Promoter to the Purchaser/s as booking amount (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Purchaser/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

CC. 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 Purchaser/s hereby agrees to purchase the said Flat for Consideration of Rs. _____/- Plus Tax/s, GST, Stamp duty, Registration fees, Charges etc.

DD. Whereas the allottee has agreed to become a member and abide by the rules, regulations and shall not commit a breach of the same. The occupancy rights of the undivided proportionate share of the project land for the said unit shall always remain with the said society.

- EE. The promoter shall not have any claim on F.S.I., additional F.S.I. and terrace rights after Building Use Permission has been obtained, such right if any will be owned by the said society.
- FF. The promoter declares that the Floor space index available as on date in respect of the project land is 531.08 as per Revenue Record (530.94 as per corporation Record) only and promoter has planned to utilize floor space index of 1099.28 sq.mts. 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 1099.28 sq.mts. as proposed to be utilized by him on the project land in the said project and allottee has agreed to purchase the said unit based on the proposed construction and allotment of apartments to be carried out by the promoter by utilizing the

proposed FSI and on the understanding that the declared proposed FSI shall belong to promoter only.

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

1. The Parties herein agree and acknowledge that the recitals contained hereinabove shall form an integral and operative part of this Agreement.
2. The Promoter has constructed a building on the said Plot in accordance with the plans, designs and specifications approved and sanctioned by the Corporation along with internal and external amenities and which have been seen and approved by the Purchaser/s, with only such variations and modifications as the Promoter may consider necessary and/or beneficial or as may be required by the Corporation Provided that the Promoter shall have to obtain prior permission or consent in writing of the Purchaser/s in respect of such variations or

modifications which may adversely affect the Purchaser's Flat's Rera carpet area(as defined herein below) except any alteration or addition as may be required by any Government Authorities or due to change in law.

3. The Purchaser/s hereby agrees that he has fully satisfied himself about the title of the Promoter in the said Plot and shall not raise any objection with respect to the same.
4. The Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s Flat No. _____, on _____ floor, _____ wing admeasuring (_____) +Wash & Balcony (_____) Rera carpet area as shown in the plan thereof along with right to use common premises, terrace, passage, lifts in the building known as **"Shantam Sapphire"** being constructed on the said Plot for consideration of Rs. _____/- (Rupees _____ only) Plus Tax/s, GST, Stamp duty, Registration fees, Charges etc.

5. The “allotment consideration” above excludes taxes (consisting of tax paid or payable by Promoter by way of Goods and Service Tax (“GST”) upon introduction of GST in India by the Government of India, as may be applicable on the transaction of transfer and allotment of the Unit to the Allottee(s) 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 said Unit, which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.
6. The Allottee has deducted TDS at 1.00% if applicable or, any other applicable rate from each and every payment being made to the Promoter towards the allotment consideration including the basic price and other charges. Further, the Allottee assumes the responsibility of depositing the said TDS so deducted by the Allottee to the government entities as per Section 194-IA of the Income Tax Act, 1961 and agrees that in order to facilitate the Promoter in managing its taxes, the Allottee shall share the relevant proof / copy

of challan of such TDS / other proof of paid applicable taxes on the consideration amount, with the Promoter as soon as the same are received at the Allottee's end.

7. The Allottee has paid to the Promoter a sum of ₹_____/-(Rupees ____ only) the details of the payments received are given in Annexure "A". The Allottee has been given receipts for all the payments made by him. No claim for any payment shall be valid, save and except in respect of which the Allottee has obtained and can produce such receipts.

8. Prior to the execution of this Agreement the Purchaser/shas paid a sum of Rs. ____/- (Rupees _____only) as booking amount adjustable towards the Part Consideration of the Flat agreed to be sold by the Promoter to the Purchaser/s.

a. The balance consideration of Rs. ____/- (Rupees _____ only) shall be paid as follows:-

SR. NO	PAYMENT SCHEDULE	APPROX. PERCENTAGE	AMOUNT
1	Upon Execution of this Agreement	10%	
2	On or before 15 days of this agreement	Not more than 20 % of total consideration	
3	On Plinth Completion	Not more than 30 % of total consideration	
4	On Completion of 4 th Slab	Not more than 40 % of total consideration	
5	On Completion of 7 th Slab	Not more than 50 % of total consideration	
6	Upon initiation of brickwork and internal plaster.	Not more than 70 % of total consideration	
7	Upon initiation of external plumbing, external plaster	Not more than 80 % of total consideration	
8	Upon initiation of installation lifts, water pumps, electrical fittings, entrance lobby	Not more than 95 % of total consideration	
9	Balance amount on handing over of possession	100 % of total consideration	

9. The Allottee shall become a member of the said society by purchasing __ shares of ₹____ each and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for becoming a member 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. All the rules, regulations and decisions of the said society will be binding to the Allottee and Allottee shall honor, observe, perform, do and act in accordance therewith. The Allottee shall regularly pay the common expenses and maintenance charges every month as well as any lump sum amount or deposit as may be decided by the said society for operation and maintenance of common facilities and amenities of the Project at the end of the promoter controlled maintenance period.

10. Also in addition to the "Allotment Consideration" mentioned hereinabove, the allottee is also liable to pay an amount of Rs. 1,20,000/- as the Lump Sum Maintenance Deposit to the FIRST PARTY
11. The Promoter shall provide the Flat to the Purchaser/s either in a bare shell condition and with certain amenities and fixtures as more particularly stated here above or similar quality of fixtures and amenities.
12. The Allottee before execution of this Deed has satisfied himself of the following:

- a) The carpet area of the said Unit
- b) The completion and quality Construction of the said Building/Project and the said Unit
- c) The fittings and fixtures installed
- d) Completion and finishing of the said Unit and Project
- e) The supply of water and electricity
- f) The common facilities and amenities of the said Building/Project

13. The Promoter has made available the said Unit to the Allottee with clear and marketable title with note. The title is verified by Advocate as per available revenue and registration record and on photo copies of documents produced before Advocate. The Allottee has also verified the titles of the said Unit and the Project through his/her/their Legal Advisors and after satisfying himself/herself/themselves have decided to purchase the said Unit. In future the Allottee is not entitled to raise any objection or queries regarding the titles of the said Unit and Project.

14. That it is further agreed that by and between the Developers and the Purchaser/s that in the event of any additional amount being made liable to be paid to the Government, Semi-Government Body or any other Statutory Authority as the case may be in future towards Gst, Sales Tax, Service Tax or in any name or in any other form as the case may be, the same shall be borne and paid by the Purchaser/s alone, over and above the consideration agreed to be paid hereto before.
15. It is further specifically agreed that in the event of the Developers being required to pay the same, the Purchaser/s shall reimburse the same back to the Developers and even after at actual on, before or after the Purchaser/s being put in possession of the subject Premises being sold hereunder and till such time such payment so made by the Developers is paid and reimbursed by the Purchaser/s to the Developers, before handing over the possession, the possession of the Flat will not be handed over by the Developers to the Purchaser/s irrespective of the fact that all other payments due and payable by the Purchaser/s under

the terms of this Agreement are paid. This clause is applicable even after purchase has been put in possession.

16. Stamp duty, registration charges and other charges to the concerned authorities in respect of this deed will be paid by Purchaser/s. All Tax/s, GST, Stamp duty, Registration fees, Charges etc. will be paid by the Purchaser/s.
17. The Purchaser/s is aware that the Purchaser/s has to make the applicable Tax Deduction at Source (TDS) at the time of making the actual payment or credit of such sums to the account of the Promoter, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Purchaser/s shall submit the original TDS certificate within the prescribed timelines as mentioned in the Income Tax Act, 1961.
18. The Purchaser/s hereby agrees to have confirmed the area of the said Flat as mentioned in this Agreement and hereafter shall not raise any objections with regards to the same. If there is any reduction/variation in the carpet area beyond 3 % then the Promoter shall refund the excess money paid by Purchaser/s within

Forty Five (45) days from intimation. However, if there is any increase in the carpet area of the Flat allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s and the same shall be paid by the Purchaser/s., the Promoter/ Purchaser/s shall pay an interest at rate of **State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus two percent, if any delay on same after Forty Five (45) days from intimation**

19. The Purchaser/s hereby agrees with the Promoter, except to the extent consented by the Promoter in writing, that the Purchaser/s agrees that open space shall be kept open to sky, failing which, the Purchaser/s shall be liable for the consequences arising therefrom, and the Purchaser/s hereby further agrees to indemnify and keep the Promoter indemnified of and against such liability and consequences thereof.
20. The Purchaser/s 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 Purchaser/s undertakes

not to object/demand/direct the Promoter to adjust his payments in any manner whatsoever.

21. 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 authority at the time of sanctioning the said plans or thereafter.
22. Time is essence for the Promoter as well as the Purchaser/s. The Promoter shall endeavour to abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s. Similarly, the Purchaser/s shall make due and timely payment of the sale price and other payments as mentioned herein.
23. The Purchaser/s agrees with the Promoter that the Promoter shall give possession of the said Flat to the Purchaser/s on or before 31.03.2025 as mentioned in Rera and the same is subject to force majeure and the Purchaser satisfying all the terms and conditions of this Agreement as stated hereunder. **The promoter hereby agreed that in case of delay of possession of flats in any circumstances other than the force**

majeure conditions, the Promoter shall pay an interest to purchaser at rate of **State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus two percent.**

24. The Purchaser/s further agrees that the Promoter shall not be liable for any delay in delivery of the said Flat and shall be entitled to extension of time for giving delivery of the said Flat on the stipulated date, if the completion of the building in which the Flat is to be situated is delayed on account of any of the force majeure as mentioned below:
- a. war, civil commotion, earthquake and/or any other act of God fire, riot, strikes, natural calamity, pandemic.
 - b. any notice, order, rule, notification of the Government and/or other public or competent authority/court.
 - c. any other cause of delay by any Government Authorities which is beyond reasonable human control of the Promoter.
 - d. Non-availability of steel, cement and other building materials, water or electric supply or water

connection or electricity connection from the Corporation / Torrent Power

- e. Non-payment/Delayed payments of the amount by the purchasers on due-dates.
- f. Delay in approvals from authorities.
- g. Any litigation filed by society and/or its members and/or by any flat purchaser/s and/or by any third parties.

25. The Purchaser/s also hereby agrees to pay to the Promoter, interest at rate being **State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus two percent** at the date of signing this Agreement or any other rate as determined by rules issued under Real Estate (Regulation and Development) Act 2016, on any or all the delayed payment which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter. Without prejudice to the right of Promoter to charge interest under this clause, on the Purchaser/s committing default in payment on due date of amount

due and payable by the Purchaser/s to the Promoter as mentioned herein (including his/her proportionate share of taxes levied by concerned local authority and other outgoings, if any) and on the Purchaser/s committing defaults of payment, the Promoter shall at his own discretion terminate this Agreement and shall be allowed to resale the Flat to any third party. In the event the Promoter opts to cancel this Agreement then the Promoter shall be entitled to retain the Earnest Money Deposit amount paid by the Purchaser/s before returning / refunding the amount to the Purchaser/s without being liable to pay any interest on such refunded amount. It is also hereby agreed between the Parties that non-availability of loan from financial institution shall not be a condition for making default of the instalments or payment towards the consideration or any other amount as payable under this Agreement. Provided that the power of the Promoter to terminate this Agreement shall not be exercised unless and until the Promoter shall issue a notice of dispute to the purchaser to settle the dispute within 15 days and if the dispute does not resolve

within the period specified above the Promoter can terminate the agreement by giving 10(ten) days notice to the Purchaser/s in writing of its intention to terminate this Agreement and failure on the part of the Purchaser/s to remedy the said breach. The refund by the Promoter shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said Flat. In case of such termination, the Stamp Duty, Registration charges and all taxes paid by the Purchaser/s shall not be refunded by the Promoter. It is further agreed by the parties hereto that part payment of any instalment shall be construed to be the default in the payment of the said instalment. The Purchaser/s hereby agree/s and confirm/s to the aforesaid arrangement and agrees not to dispute or raise any objection against the Promoter/s or any Order or judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Promoter shall be entitled to resell the said Flat to

such third person / party, as the Promoter may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resale.

26. The Purchaser/s agrees that the Promoter shall have first lien and charge on the said Flat agreed to be purchased by the Purchaser/s in respect of any amount from Consideration or any other charges remains unpaid by the Purchaser/s under the terms and conditions of this Agreement.
27. The Promoter, upon obtaining the Occupancy Certificate from the Competent Authority and the payment made by the Purchaser/s as per this Agreement shall offer in writing the possession of the Flat to the Purchaser/s in terms of this Sale Agreement to be taken within 15(fifteen) days from the date of the written notice from the Promoter to the Purchaser/s intimating that the said Flat is ready for use and occupation. The Purchaser/s agree to pay the maintenance charges as determined by the Promoter or society/limited company of Purchaser/s, as the case may be.

28. Upon receiving a written intimation from the Promoter, the Purchaser/s shall take possession of the said Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed, and the Promoter shall give possession of the said Flat to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided herein such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.
29. If within a period of 5 year from the date of handing over of the said Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the Flat 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 Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The Purchaser/s shall not demand any claim/s against the Promoter in respect of any item of work in the said Flat which have not been carried out or

completed. Provided further that the Promoter shall not be liable to pay for any defect occurred on account of the Purchaser/s default action. Furthermore, the Promoter is not liable to ratify such defect/s and/or liable to pay any compensation in respect thereof, if any condition of occupation certificate or any other condition of approval by any competent authority is violated by any of the flat/shop owner or if any amendment/modification/action is unilaterally carried out by any of the Purchaser/s or member/s in the Flat which has resulted in causing such defect.

30. The Purchaser shall use the said Flat or any part thereof or permit the same to be used only for residential purpose and for no other purpose.
31. The Purchaser/s understands and agrees with the Promoter that it shall not have any right whatsoever as far as the remaining Flats or any other common areas which shall be dealt with by the Promoter at its sole discretion.
32. The Parties herein agree and acknowledge that the Promoter shall handover the functioning of the

building to the Society within a period of 3 months of receiving the BU certificate of the building

33. Within 15 (fifteen days) after notice in writing is given by the Promoter to the Purchaser/s that the said Flat is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the said Flat) of outgoings in respect of the Plot and New Building namely local taxes, 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 Plot and New Building/s.
34. The Purchaser/s shall on or before delivery of possession of the said Flat keep deposited with the Promoter, the proportionate amount as may be determined by the Promoter: -
 - a. Estimated amount for share money, application entrance fee of the society

- b. Estimated amount towards proportionate share of taxes and other charges/levies in respect of the society
 - c. Estimated amount towards provisional monthly contribution towards outgoings of society for a period 6 Months in advance.
 - d. Estimated amount towards water, electric, and other utility and services connection charges
 - e. Estimated amount for electrical receiving and sub-station provided in the said Plot.
 - f. Any other amount as may be determined by the Promoter.
35. The Purchaser shall pay to the Promoter proportionate amount for meeting all legal costs, charges and expenses, including professional costs of the advocates of the Promoter in connection with formation of the said society/limited company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

REPRESENTATION AND WARRANTIES OF THE PROMOTER

36. The Promoter hereby represents and warrants to the Purchaser/s as follows:

- a. The Promoter has clear and marketable title with respect to the said Plot as declared in the Title Certificate attached to this deed and has the requisite rights to carry out development upon the said Plot.
- b. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Plot and shall obtain requisite approvals from time to time to complete the development of the said Plot, whenever required to do so;
- c. The Promoter has the right to enter into this deed.
- d. The Promoter has not entered into any deed for Sale with any person or party with respect to the said Flat, which will, in any manner affect the rights of Purchaser/s under this Agreement.
- e. The Promoter has not created any lien, mortgage or charge on the said flat and the promoter undertakes that the promoter shall not be entitled to create any

charge, lien or mortgage over the said flat after the execution of the present deed.

- f. The Promoter has constructed the said Building/Project in accordance with the Layout, plans, designs, specifications approved by the concerned local authority and which have been provided to the Allottee, with such variations and modifications.
- g. There are no encumbrances upon the Project Land except those disclosed in the Title Report and Encumbrance Certificate.
- h. There are no litigations pending before any Court of law or any other forum with respect to the Project Land or Project except those disclosed in the Title Report.
- i. 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.

- j. The Promoter has the right to execute this Deed 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.
- k. The Promoter confirms that he is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Deed.
- l. At the time of execution of this Deed the Promoter shall handover lawful, vacant, peaceful, occupancy rights of the common areas of the structure to the said society.
- m. The Promoter has duly paid discharged 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.
- n. 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 Promoters in respect of the Project Land and/or the Project except those disclosed in the Title Report.

- o. The Promoter has developed the said Project with the common amenities and facilities.
- p. The amounts paid by the Allottee to the Promoters as contribution towards the outgoings shall remain with the Promoters. The said amount or balance, if any, of the aforesaid deposits and advances shall be paid over by Promoters to the said society at the end of the Promoter controlled maintenance period.

**REPRESENTATIONS AND WARRANTIES OF THE
ALLOTTEE/ PURCHASER/(s)**

- 37. The Allottee/Purchaser/s with intention to bring all persons into whosoever's hands the said Flat may come, hereby covenants with the Promoter as follows:
 - a. To maintain the Flat at the Purchaser/s own cost in good and tenantable repair and condition from the

date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required. However, in case the Purchaser/s intends to make any change/alter or make addition in or to the Flat as contemplated in this clause, the Purchaser/s shall, in addition to the consent of the local authorities, if required be also required to take consent of the Promoter prior to making any of the changes/alterations as contemplated herein.

- b. Not to store in the 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 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 Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or in case of damage to the other Flats or to common area/s on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- c. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchasers and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned

local authority and/or other public authority. The Promoter shall not in any manner be liable for any of the defaults committed by the Purchaser/s as mentioned hereinabove.

- d. Not to demolish or cause to be demolished the 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the 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 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 Flat without the prior written permission of the Promoter and/or the society/limited company.
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of

the said Plot and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Plot and the building in which the Flat is situated.
- g. It is undertaken by the purchase that the dry and wet garbage shall be separate and the wet garbage in the building shall be treated separately on the same plot by the residents/occupants of the building in the jurisdiction of Ahmedabad Municipal Corporation
- h. Purchaser also undertake to follow all the conditions of all NOC, CC, OC etc, all undertakings submitted to various authorities and any of other relevant authority like AMC, AUDA, Fire, Aviation, for open space deficiency etc for which developer has confirmed and/or given undertaking and/or confirmation.

- i. Pay to the Promoter/society/limited company within (15)fifteen days of demand by the Promoter/society/limited company, 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 Flat is situated.
- j. 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 user of the Flat by the Purchaser/s for any purposes other than for purpose for which it is sold.
- k. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up. The Parties herein agree and acknowledge that the statement of accounts furnished by the Promoter

with respect to the amount paid/payable by the Purchaser/s under this Agreement shall be considered conclusive and be binding upon the Parties. After possession of flat purchaser is duty bound to pay transfer charges on transfer of flat to society as permitted under law.

1. The Purchaser/s shall observe and perform all the rules and regulations which the society/limited company 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 said Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society/limited company regarding the occupancy and use of the Flat in the building and shall pay and contribute regularly and punctually towards

the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- m. The Purchaser/s shall permit the Promoter and their surveyors, representatives and agents, with or without workmen and others, at all times, to enter into and upon the Plot or any part thereof to view and examine the state and condition thereof. The Purchaser/s agrees and acknowledges that after the handing over the possession to the the society, the Society shall maintain the LED board erected on the Plot and on the terrace by the Promoter and the Purchaser/s shall not object for the same and shall also duly pay his share with respect to the maintenance charges and electrical charges of the aforesaid board on pro-rata basis to the Society.
- n. Before carrying out the interior work in the said Flat, the Purchaser/s shall obtain a written consent from the Promoter and shall give full details of the nature of interior work to be carried out in the said Flat along with the plans of the proposed interior works. The Purchaser/s shall deposit with the Promoter an interest free refundable security

deposit of such amount as the Promoter may demand. During the course of the Purchaser/s carrying out the said interior work if there is any damage to the said Flat or to the said New Building or to any of the open areas or if the interior work interferes or damages any of the RCC structure of the said New Building or is not in accordance with law or the permission given by the Promoters or is in contravention of the rules and regulations of the Corporation or other concerned authorities, then the Promoter shall have full right and absolute authority to remove /demolish such work as may be in contravention as mentioned hereinabove and to restore the said Flat / New Building /open spaces in their original form at the entire cost, risk and expense of the Purchaser/s and deduct all costs, expenses, losses that shall be suffered or incurred in this regard from and out of the said refundable deposit. Similarly, if there is no damage or contravention while carrying out the interior work in the said Flat, upon the completion of all the interior works, the Promoter shall refund (without

interest) the said security deposit to the Purchaser/s.

- o. The Purchaser/s is aware that the Promoter is required to attend to all complaints regarding leakages and other defects, as per the Act and the Rules. Thus, as a result of any work, addition, alteration, amendment and changes made by the Purchaser/s or any of the flat/shop owner, if there is any damage to any adjoining Flat or any Flat above or below the said Flat or abutting the said Flat or to any portion of the said New Building, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such Flat or any part of the New Building as may be required under the Act and the Rules and the Promoter shall be absolved of the obligation and the responsibility under the Act and Rules.
- p. Similarly, if as a result of any addition, alteration or changes carried out by the Purchaser/s to his/ her Flat, if the Corporation or any other Authority adopts any action either against the Promoter or the said New Building/Project, then the Purchaser/s

alone shall be liable and responsible for all such actions in law. The Promoter shall have further rights to adopt such action against the Purchaser/s including that of termination of this Agreement and /or recovery of compensation as the Promoter may be entitled under the Act and Rules.

- q. To carry out at their own cost, charges and expenses, all internal repairs to the said Flat& maintain the said Flat in the same condition, set and order in which it was delivered by the Promoter to the Purchaser/s & shall not do or suffered to be done anything in / to the building or the said Flat which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society nor cause any alterations in elevation or outside colour scheme of the said New Building/s in which the said Flat is situated and shall also keep the sewers, drains, pipes of the said Flat or appurtenances thereto in good and tenantable conditions so as to support or protect the other parts of the New Building in which the said Flat is situated and shall not chisel or in any

manner damage the columns, beams, walls, slabs, RCC, pardis, parking/s, fire equipment's or other structural changes in the said Flat without prior written, permission of the Promoters or the society.

- r. The Purchaser/s shall not store any of their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.
- s. The Purchaser/s shall not use lifts for transporting the furniture and other construction material to their respective Flat. All such transportation shall be done using the Staircase only.
- t. The Purchaser/s further undertakes, assures and guarantees that he/she/they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the New Building or anywhere on the exterior of the Project, buildings or Common Areas. The Purchaser/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the

Purchaser/s shall not store any hazardous or combustible goods in the said Flat or place any heavy material in the common passages or staircase of the New Building. The Purchaser/s shall also not remove any wall, including the outer and load bearing wall of the said Flat. The Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the society/limited company shall manage and upkeep the same. The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The Purchaser/s further covenants with the Promoter and through them with the Purchaser/s or the other Flat in the said New Building that he/she/they at any time shall not demolish or caused to be demolished any structure in the said New Building or any part or portions of the same nor will he/she/they at any time make or caused to be made any new construction of whatsoever nature on or in the said New Building or any part thereof nor will make any additions or alterations in

or to the said Flat or said building and balcony or gallery in the front without previous consent of the Corporation / Concerned Authority or the Promoter or the said Society/limited Company, as the case may be. The Purchaser/s from the date of possession will maintain the lift, water pump, Parking system/s, fire-fighting equipment and other assets provided by the Promoter on their own cost and the Promoter will not be held responsible and liable for the same in any manner whatsoever.

- u. The Purchaser/s of the said Flat will not transfer or assign interest or benefit of this Agreement, until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and even after such payment, only if the Purchaser/s has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has obtained the Promoter's consent in writing to the same.
- v. So long as all or any of his /her /their dues herein stated remains unpaid in the opinion of the

Promoter, the Purchaser/s shall not, without the prior consent in writing of the Promoters, let, sublet, transfer, assign any rights created under this Agreement or part with the possession of the said Flat or any part thereof.

**OBLIGATIONS OF ALLOTTEE WHO IS A NON-RESIDENT
OF INDIA**

- a) The Allottee if a resident outside India shall be solely responsible to comply with the provision of the Foreign Exchange Management Act, 1999 (FEMA) and the Foreign Exchange Management (Acquisition and transfer of Immovable Property in India) Regulation, 2000 and/or all other statutory provisions as laid down and notified by Government of India or concerned statutory authorities from time to time, including those pertaining to remittance of payment for acquisition of immovable property in India.
- b) For the purpose of remitting funds from abroad by the Allottee, the particulars of beneficiary are to be furnished.

- c) The Promoter shall not be responsible towards any third-party making payment/remittance on behalf of the Allottee and such Second Party shall not have any right in the said Unit in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.

GENERAL COVENANTS

- a) It be and hereby agreed that upon receipt of the occupancy certificate or completion certificate or Building Use permission or any other certificate by whatever name called of similar nature it shall be deemed that the Promoter has complied with all such terms, conditions, stipulations and restrictions.
- b) Allottee be and hereby declares and affirm that this Allotment Deed is executed after complete checking, inspection and verification of compliance made by the Promoter as regards all the requirements of the said Act and rules made thereunder. Allottee be and hereby warrants and assures that no objection of whatsoever nature shall be raised by the Allottee or any other person acting for and on behalf of the Allottee against

the Promoter in respect of compliances made by the Promoter as regards all the requirements of the said Act and rules made thereunder.

c) Notwithstanding anything contained anywhere, the Promoter shall not be liable to refund and the Allottee shall not be entitled to receive any amount representing the good and services tax / service tax actually paid by the Promoter to the account of the appropriate authority out of the amount received/receivable from the Allottee save and except due to amendment in the concerned act/rules.

d) Structural Defect cannot be claimed (A) if the cause of any such defect is not attributable to the Promoter or are beyond the control of the Promoter; or (B) In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or (C) Promoter shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are

not considered as defect by the manufacturers or the supplier; or (D) In case where guarantees and warranties are provided by the third parties, the same shall be extended to the Allottee and to honor such warranties and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building, and if the annual maintenance contracts or applicable licenses are not done/renewed by the Allottee/Society, The Promoter shall not be responsible for any defects occurring due to the same.; or (E) If the Allottee has defaulted in any of its representations or covenants or warranties as mentioned in the Agreement; (F) The Said Society or the Allottee has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/ Promoter; (G) The Allottee has carried out any alterations of any nature in the said Unit which shall include but not be limited to alterations in columns, beams etc. or in the fittings

therein, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, etc. If any of such work/s is/are carried out, then the defect liability shall automatically become void.

- e) The parties to this deed agree that the Draft Sale Deed submitted before GUJRERA at the time of registration is a model form of Deed, which may be modified and adapted in each case having regard to the facts and circumstances of that respective case and as mutually agreed between the parties and hence there may be some modifications in this Deed. The Parties hereby agree and acknowledge this fact and shall not raise any dispute regarding the same before any Authority(s).
- f) Notwithstanding anything contained anywhere, the parties hereto shall not be precluded from the waiver of any of their rights vested by this Deed at any point in time by way of mutual consent of each other.
- g) The Allottee has fully understood the calculation of Carpet area as per RERA and the said calculation is also verified through their Engineer or Consultant and

in future the Allottee will not raise any dispute or query regarding the Carpet area as per RERA. the promoter agrees that the variation in carpet area contemplated here in shall not be more than 3% of the carpet area of Said unit

- h) This clauses and conditions shall be binding on the Allottee, (in case of individual) his heirs, legal representatives, executors, successors and assigns; (in case of partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of HUF) its coparceners as at present and from time to time and their respective heirs, executors and successors and its (HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Company) its present and future Directors, successors and assigns and/or any Second Party having or contemplating to have in future any charge or interest on the said Unit and/or on the construction thereupon, in part and/or as a whole.

- i) Subject to the provisions of this Deed and except express covenants, declarations and warranties, the parties agree that no failure or delay by any of the parties in exercising any right or remedy provided by the Act or pursuant to this Deed shall impair such right or remedy or operate or be construed as a waiver or variation of its or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

STRUCTURAL DEFECT LIABILITY

- a) If within a period of five years from the date of issuance of the notice for taking possession of the Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Unit or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its 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 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.

- b) It is hereby expressly agreed by the Allottee that before claiming any Structural Defect liability on the part of the Promoter, it shall be mandatory to appoint an expert that is Jointly Nominated by the Allottee, Promoter and/or formed Service Society who shall further submit a detailed report of the defect (if any) on account of workmanship, quality or provision of service structure or the Unit along with its rectification and time required to resolve the defect (if any). If the Promoter fails to comply within the time limit provided, thereafter only the Allottee can refer to the competent Authority.
- c) Promoter may become a member of the Society/limited Company to the extent of all unsold and/or un allotted Flats, areas and spaces in the New Building.

d) All unsold and/or un allotted Flats and parking/s, areas and spaces in the said New Building including without limitation, other spaces anywhere in the New Building shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or unallotted Flats and shall be entitled to enter upon the said Plot and the said New Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.

e) The Promoters shall without any reference to the Purchaser/s or Society is at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or un-allotted Flats and spaces therein, as it deems fit. Promoter shall not be required to obtain any No Objection from the Purchaser/s or Society for the same. The Promoter shall be entitled to enter in separate agreements with the Purchasers of different Flats in the said New Building on terms and conditions decided by the

Promoter in its sole discretion and shall without any delay or demur enrol the new Purchasers as member/s of the Society/limited Company. The Purchaser/s and/or the Society/limited Company shall not claim any reduction in the Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, with respect to the unsold Flats, parking/s the Promoter shall not be liable to pay / contribute any amount like maintenance, tax, charges, fees etc on account of any charges / fund inter alia including but not limited to the contribution payable to the Promoters /society /limited company towards the monthly maintenance and other outgoings towards the upkeep of the said New Building.

- f) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of other Flats or of the said Plot and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces,

will remain the property of the Promoter until the said Plot is handed over to the society/limited Company as hereinbefore mentioned.

- g) If the Purchaser/s fails to execute and deliver to the Promoter this Agreement within 15 (fifteen) days from the date of its receipt by the Purchaser/s and/or appear before the sub-registrar for its registration as and when intimated by the Promoter, then the Promoter shall be entitled to cancel the application of the Purchaser/s and shall forfeit the Booking Amount.
- h) 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 Plot/building, as the case may be.
- i) This Agreement may only be amended through written consent of the Parties. 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 said Plot shall equally be applicable to and enforceable against any subsequent Purchaser/s of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

- j) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and/or regulations made thereunder or under any 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 the Act or the rules and/or 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.
- k) Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchasers in the said New Building, the same shall be in proportion to the carpet area of the

Flat to the total carpet area of all the Flat in the said New Building.

- l) 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.
- m) 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 decided by Promoter, in after the Agreement is duly executed by the Purchaser/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the sub-registrar.
- n) The Purchaser/s shall present this Agreement that the proper registration office and the Purchaser/s and

Promoter will attend such office and admit execution thereof.

- o) All notices to be served on the Purchaser/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Promoter by registered post A.D, courier or on notified email ID or under certificate of posting at their respective addresses specified below:

Promoter:

M/S. Mahavir Infra

A-501, One World Capital, Opp. Din Dayal Hall,
Behind Rajpath Club, Ahmedabad

Purchaser/s:

Name:- _____

Residing At:- _____

- p) After possession of the flat, notice sent to Society/Society committee will be deemed to be the notice sent to purchaser/s.
- q) It shall be the duty of the Purchaser/s 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 Purchaser/s, as the case may be. General Notice of promoter of address change to purchaser/s, to Society/Society committee will be deemed to be the notice sent to purchaser/s.

- r) That in case there are joint Purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.
- s) The charges towards stamp duty and registration of this Agreement shall be borne by the Purchaser/s.
- t) Any dispute between Parties shall be settled amicably. In case of failure to settled the dispute amicably, it shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- u) 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.

GENERAL REPRESENTATION AND WARRANTIES

38. Each Party represents and warrants to the other that:

- a) it has power to execute, deliver and perform its obligations under this Deed and all necessary corporate, shareholder and/or any other required sanction, if applicable, have been taken to authorize such execution, delivery and performance;
- b) this deed constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
- c) the execution, delivery and performance of its obligations under this Deed does not and will not:
- d) contravene any law, regulation or order of any Government or other official body or agency or any judgment or decree of any court having jurisdiction over it; or
- e) conflict with or result in any breach or default under any Deed, instrument, regulation, license

or authorization binding upon it or any of its
assets

**PROVISIONS OF THIS DEED APPLICABLE TO ALLOTTEE/
SUBSEQUENT TRANSFEREES**

39. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and in the Agreement for Allotment and the obligations arising in respect of the Project shall equally be applicable to and enforceable against any subsequent Transferees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

SEVERABILITY

a) 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.

FURTHER ASSURANCES

40. 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 Deed 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.

PLACE OF EXECUTION

41. The execution of this Deed shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, and the Allottee and the Deed is registered at the office of the Sub-Registrar. Promoter shall present this Deed 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.

JOINT ALLOTTEES

42. In case of Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first in clause and at the Notified Address of the Allottee / Notified Email ID of the Allottee which shall for all intents and purposes to consider as properly served on all the Allottees.

STAMP DUTY AND REGISTRATION

43. Notwithstanding anything contained anywhere and for sake of clarity it is provided that the charges towards stamp duty, Registration of this Allotment Deed, including incidental charges relating to execution and registration thereof shall be borne by the Allottee.

DISPUTE RESOLUTION

44. It shall be the endeavour of all the parties to resolve differences through negotiation and conciliation with a period of Thirty days from the date of identification of

differences in writing by notice to the other party/parties and if no resolution is achieved it shall be deemed that there is a dispute/(s).

Arbitration: All disputes arising out of or in connection with this Development agreement shall only be referred to arbitration in accordance with the Indian arbitration and conciliation act, 1996 and statutory modifications and re-enactment thereof. A party who desires to submit a dispute for resolution shall commence the dispute resolution process by providing other parties to the dispute writing notice of the dispute (" notice of dispute "). The notice of disputes shall identify the parties to the dispute and contain a statement of the nature of the dispute and the relief requested.

Number of Arbitration: The arbitration for any dispute shall be conducted by a Sole Arbitrator.

Appointment of Arbitration: The party or parties requesting arbitration shall serve upon the other a demand therefor, in writing, specifying in detail the controversy and matter(s) to be submitted to arbitration. The party or parties giving notice shall

request a listing of desirable arbitrator and each party shall respond in the selection process within fifteen (15) days to come on the mutual decision to appoint any person as arbitrator. It is agreed that in any situation the person to be chosen as an arbitrator shall be with the consent of all the parties. However, in case if the parties fail to come on any mutual decision to appoint arbitration, the appointment of the Arbitrator shall be as per the provisions of the Arbitration and Conciliation Act, 1996.

Place of Arbitration: Unless otherwise agreed in writing by all parties to the dispute the place of arbitration shall be at Ahmedabad, India.

Language: The arbitration proceedings shall be conducted in the English language.

Notice: All notices required for any arbitration proceedings shall be deemed properly given if served at the Corresponding address given in the cause title of this agreement.

Confidentiality: All negotiation, mediation, arbitration and expert determinations relating to Dispute (including a settlement resulting from negotiation or

mediation, an arbitral award, document exchanged or produced during a mediation or arbitration proceedings and memorials, briefs or other documents prepared for the arbitration) are confidential and shall not be disclosed by the parties, their employees, officers, directors, counsel, consultants and expert, witnesses.

45. In case of failure to settle the dispute amicably or through Arbitration, it shall be referred to the competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

GOVERNING LAW

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

FIRST SCHEDULE

All that piece and parcel of land and situate lying and being at Village:- Chadavad, Te:- Sabarmati, District:- Ahmedabad, Registration Sub-District - Ahmedabad - 3 (Memnagar) bearing Old survey No. 59 Paiki admeasuring 629 Sq.Yds of Sub Plot No. 1 and admeasuring 635 Sq. Yds. of Sub Plot No. 2

SECOND SCHEDULE

Flat No. _____ on _____ floor admeasuring (_____ Sq-mt) +Wash & Balcony (_____Sq-mt) Rera carpet area **along-with undivided share admeasuring _____ sq.mts.** of the said New Building known as "**Shantam Sapphire** " situated on the said land stated in FIRST SCHEDULE

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

Signed and Delivered by the within named

The Land Owners/First Party:

**The United Commercial Bank staff Co.Op. Housing
Society Limited**

(1) Rajesh Shantilal Shah

(2) Sudip Arvindbhai Shah

Signed and Delivered by the within named

The Allottee/Second Party/Purchaser:

Signed and Delivered by the within named

The Promoter/Developer/Third Party:

Mr. Pranav Kothari

(Authorized Signatory)

Witnesses:-

1) _____

2) _____

**SCHEDULE AS PER SECTION - 32 (A) OF THE
REGISTRATION ACT**

Signed and Delivered by the within named

The Land Owners/First Party:

The United Commercial Bank staff Co.Op. Housing Society Limited

_____ Rajesh Shantilal Shah		
_____ Sudip Arvindbhai Shah		

Signed and Delivered by the within named The Allottee/Second Party/Purchaser:		

Signed and Delivered by the within named The Promoter/Developer/Third Party:		

Mr. Pranav Kothari
(Authorized
Signatory)

R E C E I P T

RECEIVED OF AND FROM THE WITHIN NAMED
PURCHASER/S _____, A SUM OF RS.
[_____/ -] (RUPEES _____ ONLY) THROUGH
FOR ONLINE RTGS DATED _____, RS.
[_____/ -] (RUPEES _____
ONLY) THROUGH FOR ONLINE RTGS DATED
_____, BEING THE PART AMOUNT
RECIEVABLE UPON EXECUTION OF THIS AGREEMENT
TOWARDS THE WITHIN MENTIONED PART
CONSIDERATION TO HAVE BEEN PAID BY THEM TO US.

WE SAY RECEIVED.

FOR M/S. MAHAVIR INFRA - A Partnership Firm