

Model Form of Agreement to be entered into between Developer and Allottee(s)

***PRELIMINARY NOTE***

This is a model form of Agreement, which may be modified and adapted in each case by mutual understanding between the Developer and Allottee having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Developer and Allottee.

**AGREEMENT TO SELL**  
**(Without Possession)**

**THIS AGREEMENT TO SELL (Without Possession) IS EXECUTED AT AHMEDABAD, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, TWO THOUSAND TWENTY \_\_\_\_\_, BETWEEN**

**1. ABYSS INFRACON**, a partnership firm having its office at: C/1207 Titanium City Centre, Nr. Sachin Tower, 100Ft Ring Road, Satellite, Ahmedabad – 380015, through its partner Mr. **Ashesh Kirithbhai Patel**, aged 47 years, Hindu by caste, herein referred to as “**The Owner**” and/or “**THE DEVELOPER**” of the First Part (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said Firm, its present Partners and Partners from time to time and last surviving partner and their respective heirs, executors, successors, legal representatives, transferees, etc.). **PAN: ABNFA4407B**

**2. Mr./ Mrs./Ms./ M/s.** \_\_\_\_\_, Aged - \_\_\_\_ Years, \_\_\_\_\_ by Religion, Indian Citizen, Occupation – \_\_\_\_\_, (PAN NO. \_\_\_\_\_), Resident of \_\_\_\_\_, hereinafter called “**THE ALLOTTEE**” or “**THE PURCHASER**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include, his/her/their heirs, legal representatives, executors and successors), of the **Second Part**.

WHEREAS ‘the Owner’ is seized and possessed of or otherwise well and sufficiently entitled to an immovable property being Non-Agricultural land admeasuring about 550 Sq. Mtrs. bearing individual sub plot no 25, which situate, lying and bearing Town Planning Scheme No. 4, Final Plot No. 141/7 (As per Property Card 141/25) and having City Survey No. 5990 at Mouje:- Rajpur Hirpur, Tehsil:- Maninagar, within the Registration Sub-District: Ahmedabad – 7 (Odhav) and District : Ahmedabad (More

particularly described in the Schedule- I, herein this agreement). The said property is referred as "The said land / project land" herein this agreement.

Earlier, the property mentioned herein above was in the possession of one Mr. Trambaklall Kushalji. He passed away on 06/03/1986 and his legal heirs named (1) Nalinkant Trambaklall (2) Shaileshbhai Trambaklall (3) Nirmalaben Trambaklall (4) Indiraben Trambaklall and (5) Kumudben Trambaklall were entered, Entry no 21214 to that effect recorded in the revenue records.

Then after late Trambaklall Kushalji bequeathed the above mentioned property to Mr. Nalinkant Trambaklall Dave by way of his last WILL, and entry no 21725 to that effect were recorded in the revenue records.

Then after Nalinkant Trambaklall Dave passed away on 17/02/2011 and his legal heirs named (1) Ruchira Widow of Nalinkant Dave (2) Jyotiben Nalinkant Dave (3) Bharatkumar Nalinkant Dave and (4) Prashant Nalinkant Dave were entered, entry no 3186 to that effect were recorded in city survey records.

Then after (1) Jyotiben Nalinkant Dave (2) Bharatkumar Nalinkant Dave and (3) Prashant Nalinkant Dave waived their inheritance rights infavour of their Mother named Ruchira Widow of Nalinkant Dave and entry no 3604 to that effect were recorded in city survey records, thus the above mentioned property was in the name of Ruchira Widow of Nalinkant Dave since then.

Then after one agreement for sale no 12445 was executed by Ruchira Widow of Nalinkant Dave infavour of the existing owner on 15/10/2022. After fulfillment of the terms of the said agreement for sale, Ruchira Widow of Nalinkant Dave executed a sale deed no 13524 in favour of existing owner i.e. "ABYSS INFRACON" on 17/11/2022 and entry no 13551 to that effect were recorded in city survey records. Thus the Owner has become the absolute owner of the said property.

The Owner and/or Developer removed the existing super structure as they were desirous to develop the said land as 3 BHK Luxurious 'Residential Flats / Apartments' as per the approval of the relevant government department / authority. Thus the Developer is entitled to construct building on the project land and with a view to develop the project land in its entirety and in order to sell as the Residential units, has evolved a Residential Project described as "**AMPLE ELYSIUM-2**" (Hereinafter may also for short be described as "**Building or Project or Scheme**"), the details and specifications whereof are given in **Annexure "C"** attached herewith;

AND WHEREAS The Developer has proposed to construct on the Project Land, a Residential Building named '**AMPLE ELYSIUM-2**' having, Hollow Plinth/Ground Floor, 5 Upper Floor and Terrace above that;

AND WHEREAS The Allottee has desired to acquire a **Flat /Apartment No. \_\_\_\_**, on the \_\_\_\_ Floor, above hollow plinth, in the said Residential Project of "**Ample Elysium-2**", situated at – 25, Dave Chowk, Radha Vallabh Colony, Nr Durga High School, Maninagar, Ahmedabad – 380 008.

(Hereinafter may also for short be described as "**Said Premises or Flat / Apartment**") being constructed in the said project, by the Developer;

AND WHEREAS, The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Gandhinagar. The RERA Registration No. is \_\_\_\_\_ and copy of the same is attached in **Annexure 'B'**;

AND WHEREAS by virtue of above sale deed no 13524/2022 of the project land, The Developer has sole and exclusive right to sell the Apartment in the said project to be constructed on the project land and to enter into Agreement/s with The Allottee(s)/s of the Apartment to receive the sale consideration in respect thereof and the Owner is also agreed to sell the related portion of a land to the Allottee with the amount agreed herein this agreement.

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

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Developer, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Developer to the project land on which the Apartments are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect of the same;

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

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

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

AND WHEREAS the Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and

restrictions which are to be observed and performed by the Developer while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

AND WHEREAS the Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

AND WHEREAS the Allottee has applied to the Developer for allotment of an **Apartment No.** \_\_\_\_\_ on the \_\_\_\_\_ Floor, above hollow plinth in the said Residential Project of “**Ample Elysium-2**” being constructed in the said Project;

AND WHEREAS the carpet area of the said Apartment is \_\_\_\_\_ Square Meters/\_\_\_\_\_ Square Feet and "carpet area" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Apartment;

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

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

AND WHEREAS, under section 13 of the said Act the Developer is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer and/or the Owner hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

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

1. The Developer shall construct the said building consisting of hollow plinth/ground floor, and 5 (Five) upper floors and terrace above it on the project land in accordance with the plans, designs and specifications as

approved by the concerned local authority from time to time. Provided that the Developer shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1.a. (i)** The Allottee hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Allottee **Apartment No.** \_\_\_\_\_ on the \_\_\_\_\_ Floor, above hollow plinth of carpet area admeasuring \_\_\_\_\_ Sq. Metres/\_\_\_\_\_ Sq. Feet in the said Residential Project of “**Ample Elysium-2**” (hereinafter referred to as “**the Apartment**” or **Premises**) for the consideration of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **only**) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Schedule -II** annexed herewith.
- (ii)** The Allottee hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Allottee balcony/verandha 1 having area admeasuring \_\_\_\_\_ Sq. Metres/\_\_\_\_\_ Sq. Feet forming part of the Apartment for the consideration of Rs. \_\_\_\_\_/-.
- (iii)** The Allottee hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Allottee wash yard having area admeasuring \_\_\_\_\_ Sq. Metres/\_\_\_\_\_ Sq. Feet forming part of the Apartment for the consideration of of Rs. \_\_\_\_\_/-.
- (iv)** The Allottee hereby agrees to take from the Developer and the Developer hereby agrees to give to the Allottee open parking spaces bearing No: \_\_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and /or podium being constructed in the layout without consideration.
- (v)** The Allottee hereby agrees to take from the Developer and the Developer hereby agrees to give to the Allottee covered parking spaces bearing No: \_\_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and /or podium being constructed in the layout without consideration.

**Note:** (Applicable in case of down payment) The Allottee has agreed to pay Rs. \_\_\_\_\_/- (95% of total consideration) with in 1 (one) month of this agreement. Necessary reduction in price is considered while fixing the consideration/price.

- 1.b. (i)** The total aggregate consideration amount for the Apartment mentioned herein above from clause 1 a (i) to (v) is thus **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **only**).

- (ii)** The payment schedule as mentioned below is for indicative purposes, and may vary from allottee to allottee, and is subject to be

changed, modified or customized as per requirement on case to case basis.

- 1.c.** The Allottee has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Developer the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) in the following manner:-
- I.** Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 30% of the total consideration) to be paid to the Developer after the execution of Agreement.
  - II.** Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 45% of the total consideration) to be paid to the Developer on completion of the basement slabs up to ground level of the building in which the said Apartment is located.
  - III.** Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 70% of the total consideration) to be paid to the Developer on completion of the slabs including podiums and stilts of the building in which the said Apartment is located.
    - a)** Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) On Completion of 1st slab of the building or wing. (3.5% of the total consideration).
    - b)** Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) On Completion of 2nd slab of the building or wing. (3.5% of the total consideration).
    - c)** Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) On Completion of 3rd slab of the building or wing. (3.5% of the total consideration).
    - d)** Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) On Completion of 4th slab of the building or wing. (3.5% of the total consideration).
    - e)** Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) On Completion of 5th slab of the building or wing. (2.75% of the total consideration).
    - f)** Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) On Completion of 6th slab of the building or wing. (2.75% of the total consideration).
    - g)** Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) On Completion of 7th slab of the building or wing. (2.75% of the total consideration).

**h)** Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) On Completion of 8th slab/terrace slab of the building or wing. (2.75% of the total consideration).

**IV. a.** Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 75% of the total consideration) to be paid to the Developer on completion of the walls, internal plaster of the said Apartment.

**b.** Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 80% of the total consideration) to be paid to the Developer on completion of the floorings doors and windows of the said Apartment.

**V.** Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 85% of the total consideration) to be paid to the Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.

**VI.** Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ( not exceeding 90% of the total consideration) to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

**VII.** Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (not exceeding 95% of the total consideration) to be paid to the Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

**VIII.** Balance Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

**1.d.** The total price as stated above excludes Taxes (consisting of tax paid or payable by the Developer by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of Apartment and Project, sale of Apartment and Project and for carrying out the entire Project payable by the Developer) up to the date of handing over the possession of the Apartment and entire Project, which shall be separately payable by the Allottee in the manner as may be decided by the Developer. It is clearly understood and confirmed by the Allottee that while considering price of the said Apartment, the set off/input credit to be obtained by the Developer in GST is considered and necessary deduction is made in price and hence the Allottee agrees to pay applicable GST to the Developer over and above price/consideration fixed herein. The Allottee agrees to pay

proportionate GST amount separately along with all installment stated in clause – 1. C.

- 1.e.** The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.f.** The Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ **MCLR+2%** per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developer.
- 1.g.** The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee within forty five days with annual interest at the rate of **MCLR+2%**, 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 Developer shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1.h.** The Allottee authorizes the Developer 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 Developer may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Developer to adjust his payments in any manner.
- 2.1** The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2** Time is essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association

of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in clause 1 (c) herein above.

3. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is **990 square meters** only and Developer has planned to utilize **Floor Space Index of 2200 square meters** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer has disclosed the **Floor Space index of 1306.59 square meters** as proposed to be utilized by him on the project land in the said project and allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the “declared” proposed FSI shall belong to Developer only. The Developer has all rights to use all available FSI over and above stated here above, and the Allottee agrees to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Developer by utilizing the all available FSI and on the understanding that the declared all available FSI shall belong to Developer only. Allottee hereby grants irrevocable consent for the same and the Developer will not be required to get any concern or consent from the said allottee or any other allottee of the said project.
- 4.1 If the Developer fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Developer 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 Developer, interest at the rate of **MCLR+2%** per annum, on all the delayed payment which become due and payable by the Allottee to the Developer under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Developer.
- 4.2 Without prejudice to the right of Developer to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Developer shall at his own option, may terminate this Agreement: Provided that, Developer shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the

Allottee fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement. In the event, as provided hereinabove, the Developer shall Cancel and Terminate this Agreement at the cost of the Allottee, the Developer without reference to the Allottee, may prepare Memorandum of such Cancellation and Termination, and may get registered the same with the office of the appropriate Sub Registrar or with such other authority as it may deem fit and such Memorandum of Cancellation and Termination shall be binding upon the Allottee with the spirit and intention, as if the Allottee is executing party to the same, and such Memorandum is executed by the Developer, also on behalf of the Allottee. The Allottee hereby grants irrevocable consent and authority to the Developer for the same. On the canceling and terminating this Agreement under this clause by the Developer, they shall be at liberty to sell the Said Premises to any other person/s or may otherwise dispose of the same as the Developer may deem fit at such price or consideration as the Developer may determine. The Allottee shall not be entitled to dispute, challenge or object to such sale or disposal. Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Allottee (after deducting as recovery of earnest money equivalent to 10% of total aggregate consideration amount as determined in clause 1.b. as adjustments, agreed liquidated damages and any other amount which may be payable to Developer) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Developer.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities lifts etc. to be provided by the Developer at his/her/its option in the said building and the Apartment as are set out in **Annexure 'C'**, annexed hereto.
6. The Developer shall give possession of the Apartment to the Allottee on or before **31<sup>st</sup> day of March, 2025**. If the Developer 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 Developer shall be liable on demand to refund the amounts already received by him, to the Allottee in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid. Provided that the Developer 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 –
  - I. war, civil commotion or act of God ;
  - II. any notice, order, rule, notification of AMC/AUDA, or any Government and/or other public or competent authority/court.
  - III. any shortage of material or labor, due to circumstances beyond control of the Developer.
  - IV. any delay in obtaining power connection, water connection, drainage connection and / or any other connections required from respective authorities;
  - V. any delay in obtaining lift license/certificate and fire safety certificate from respective authorities;

**VI.** any delay in obtaining Building Use Permission from authority, Time in obtaining certificate/connection/permission from respective authority in excess of 1 (one) month of application would automatically considered as extension of time in sub-clause iv to vi above in all cases.

**7.1 Procedure for taking possession** - The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 (Fifteen) Days from the date of issue of such notice by paying all dues and the Developer shall give possession of the Apartment to the Allottee. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Developer or association of allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within 1 (one) month of receiving the occupancy certificate of the Project.

**7.2** The Allottee shall take possession of the Apartment after fulfilling all his obligations of payment and required paper work within 15 days of the written notice from the Developer to the Allottee intimating that the said Apartments are ready for use and occupancy:

**7.3 Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Developer as per clause 7.1, the Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable and liable for interest and cancellation as per clause no. 4.1 & 4.2.

**7.4** If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Developer any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act. Provided that the Developer shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Developer or beyond the control of the Developer. In case of dispute, the Architect of the Project shall be considered as Arbitrator and his decision shall be final and binding to both parties.

**8.** The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Service Society or Association or a Limited Company or Apex Body or Federation (Hereinafter referred to as the "**Common Organisation**") to be known by such name as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of common organisation and for becoming a member, including the bye-laws of the proposed common organisation and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Allottee, so as to enable the Developer to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Common Organisation, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the Developer to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the common organisation is formed, the Allottee shall pay to the Developer such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Developer provisional monthly contribution of Rs. \_\_\_\_\_/- per month towards the outgoings. The amounts so paid by the Allottee to the Developer shall not carry any interest and remain with the Developer until the same is transferred to the common organisation as aforesaid.

10. Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Developer such proportionate share of the outgoings as may be determined by the Developer and which are not covered in any other provisions of this agreement.

a. The Allottee shall pay an amount by way of common maintenance fund to be **Rs. \_\_\_\_\_/(Rupees \_\_\_\_\_ only)**. Maintenance Deposit, GST on such maintenance deposit as applicable from time to time and any government taxes should be paid extra. This Maintenance Deposit shall be paid at the time of handing over of the possession of the Said Apartment and the income thereof will be utilised to meet with the common electricity bills, salaries, repairs and replacements of common amenities, facilities and services and towards maintenance of-for incurring common expenses described in **Annexure "D"** hereunder written. If the income is found to be in-sufficient, the Developer may utilise the said Maintenance Deposit, or may require The Allottee to pay an additional amount as may be sufficient, in its opinion, to make good

the deficit in such expenses. The decision of the Developer in all matters herein shall be final and binding upon the Allottee.

**b.** The Allottee shall pay maintenance charges lump sum of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **only**) for the period of \_\_\_\_\_ Months. Such Fixed Maintenance period will start from the date informed or otherwise notice to be put at any prominent place in the said Project, or after one month of obtaining completion certificate, whichever is early. This payment shall be made by The Allottee on lump sum basis for maintenance expenses described in **Annexure “D”** (hereunder written) of the said period irrespective of any circumstances whatsoever, including whether the possession of the “Said Premises” is received by him/her/it/them at any time. Maintenance Charges, GST on such maintenance charges as applicable from time to time and any government taxes should be paid extra. These charges are over and above maintenance advance/deposit as per clause no. 10(a) above to meet the maintenance expenses for the period as stated above. Maintenance Expense for the said period of \_\_\_\_\_ months will be made from lump sum maintenance charges (i.e. Rs. \_\_\_\_\_/-) and interest or income earned from maintenance advance deposited by member (i.e. Rs. \_\_\_\_\_/-) during this period of \_\_\_\_\_ months.

**11.** The Allottee shall pay to the Developer a sum of Rs. \_\_\_\_\_/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developer in connection with formation of the said common organisation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

**12.a** At the time of Registration of Conveyance Deed of the said Apartment in favour of the Allottee, all and every costs, charges and expenses regarding stamp duty, registration fees, legal fees and other expenses required to be paid, spent or incurred for allotment and legal and proper completion of transaction of making available the Premises to the Allottee, and relating agreement, documents, papers and writings that may be required to be executed and/or registered for the purpose should be paid/born by the Allottee only.

**12.b** If there is a need of registration of conveyance or Lease of the structure of the building or wing of the building, or common amenities of the Project or any part of the Project, the Allottee shall pay to the Developer, the Allottees' share of stamp duty and registration charges payable, by the said common organisation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Developer, the Allottees' share of stamp duty and registration charges payable, by the said common organisation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the common organisation.

### **13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

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

- I.** The Developer has clear and marketable title with respect to the project land; as declared in the title report, copy of which delivered to the Allottee 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 Developer 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 Developer 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 Developer 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 Developer has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party except the development agreement executed with the owner, if applicable with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- VIII.** The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- IX.** At the time of execution of the conveyance deed as stated in clause 12 above of the structure to the association of Allottees the Developer and/or owner shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the common organization of the Allottees;
- X.** The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other

monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of getting completion certificate.

- 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 Developer in respect of the project land and/or the Project except those disclosed in the title report.
- 14.** The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Developer 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 Developer 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 color 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 members in the Apartment without the prior written permission of the Developer and/or the common organisation.

- 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 Developer within fifteen days of demand by the Developer, 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 before taking prior permission of the Developer/common organisation and until all the dues payable by the Allottee to the Developer under this Agreement are fully paid up.
- X.** The Allottee shall observe and perform all the rules and regulations which the common organisation 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 common organisation 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 and rules and regulations set out by the Developer/common organisation time to time.
- XI.** The Allottee shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- XII.** It is hereby agreed that the Allottee shall not put any Board on the Said Premises or any part of the building/s or Project without the written consent of THE DEVELOPER. The place, colour and size of the Board shall be decided by THE DEVELOPER or the said Architect. It has been

specifically agreed that the main door and other opening by way of doors, windows or any other in the Said Premises shall not be changed, altered in colour, size or location. No other door, window or opening shall be made other than as proposed.

**XIII.** The Allottee will not at any time do or cause to be done or permit any nuisance in or upon the Said Premises which shall cause annoyance/inconvenience or disturbance to the occupiers of any other Premises in the buildings or to the occupiers of the property in the neighborhood.

**XIV.** The Allottee shall not use the Said Premises or permit the same to be used for any purposes whatsoever other than Residential for which it is meant. The Allottee will not use or permit to be used the premises or any part thereof for commercial purpose, including without limitation, hotels, dairy, club, gymkhana, nursing home or hospital, video game parlor, tuition and coaching classes, garage, office of the trade union or political parties, any illegal or immoral purposes or for the purpose prohibited by law. The Said Premises shall be used, occupied and enjoyed subject to other rules of the Project regarding use of the premises as may be framed by THE DEVELOPER/common organization from time to time. The Allottee shall perform and observe the same, and shall abide by them.

**XV.** THE DEVELOPER and The Architect of the Project have planned specific duct space for 1) installation of pipeline for outdoor unit of Air Conditioner, 2) cable connection for Landline, Internet Connection, Broadband, Cable/Dish TV, 3) Drainage and Water Connection 4) Electric cable/wire etc, to each premises. The holders of the Premises, including the Allottees will install these facilities in such specific duct space in a manner which shall not cause any nuisance or disturbance to the others and in accordance with the rules that may be framed by THE DEVELOPER/ common organisation. The Allottee will not be permitted at any time to install these facilities which affect the exterior finish and elevation of building. The Allottees accept and confirm such specific duct space arrangement without any restriction, dispute or objection. This specific duct space arrangement is and shall be binding upon them.

**XVI.** The Allottee shall insure and keep insured the Said Premises against loss or damage by fire, earthquake, riot, war, flood, civil commotion, Act of God or such other risks to the full value thereof in the joint names of THE DEVELOPER/ common organisation and of The Allottee with nationalised insurance company of repute having office at Ahmedabad and whenever required he/she/it/they shall produce to THE DEVELOPER/common organisation the policy/policies of such insurance and the receipt for the last premium paid in respect thereof and in the event of the Said Premises being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the Said Premises as soon as reasonable, practical and required.

**XVII.** The Project shall always be known as “**Ample Elysium-2**” and this name shall not be changed in any circumstances.

- XVIII.** The Said Premises shall be used, occupied and enjoyed by The Allottee as one unit and the Acquirer shall not divide or sub-divide the same for use as more than one unit. The Allottee shall at no time demand partition of his/her/its/their interest in the building or the Project or the Said Land. It being agreed and declared by The Allottee that his/her/its/their interest is impartible.
- XIX.** After the possession of the Said Premises is handed over to the Allottee, if any additions or alterations in or about or relating to the building of which, the said Premises forms part are thereafter required to be carried out by the Government, District Panchayat, Ahmedabad Urban Development Authority, Ahmedabad Municipal Corporation or any statutory authority, the same shall be carried out by the holders of the Premises in the said building/s at their own costs and the THE DEVELOPER shall not be in any manner liable or responsible for the same.
- XX.** The Allottee shall have no claim with respect to any part of the common amenities, like Garden & Landscaping, Foyer, all other amenities, facilities, services and utilities.
- XXI.** The Allottee shall have no claim save and except in respect of the Said Premises. All open space including margin land, common open plot, parking space, basement, hollow plinth, lobbies, seat outs, terraces, etc. and all rights, interests, benefits, advantages in respect thereof have been agreed to be that of the Developer. THE DEVELOPER has full right and absolute authority to allot them to any person whomsoever with or without consideration or to use, utilize or in any manner deal with or dispose of the same or any part thereof as THE DEVELOPER may deem fit and proper. The Allottee hereby agrees and confirm to the same. All other, common portions being staircases, lifts, defined vehicular roughs and passages shall be for the common use of all the Allottees in the said Project in the manner as may be prescribed from time to time.
- XXII.** The Allottee of the Said Premises will not use or permit to be used the common passages, stairs, staircases or any other open areas, spaces, margin lands etc. for waiting, storage or keeping any articles or things or in any other manner.
- XXIII.** The Allottee have specifically agreed, undertaken and covenanted with the THE DEVELOPER that, the building has, open space and part of the hollow plinth marked to use as parking. The Architect of the Project has planned for parking in such space. Purchasers of the Premises have been reserved parking area to park their vehicles along with the Premises as per terms of agreement. The holders of the Premises, including the Allottees will park their vehicles in such parking area in a manner which shall not cause any nuisance or disturbance to the others and in accordance with the parking rules that may be framed by THE DEVELOPER or by the common organisation. The location of such parking area will be shown in the plan in M.O.U. Regarding Parking Reservation. The Allottees accept and confirm such parking arrangement without any reservation, restriction, dispute or

objection. This parking arrangement is and shall be binding upon them. The Allottees also confirm that the reserved parking area shall be used only for the purpose of parking personal car and scooter only (and not for commercial vehicle like Rickshaw, Tempo etc.) Parking space should be kept clean and Allottees should not wash their vehicle in reserved parking space. Allottees should not park their vehicles in designated parking area for visitors or for any other purpose.

**XXIV.** THE DEVELOPER may make available the terrace to other persons for the purpose of erection and installation of communication tower for the purposes of mobile telephone-service, cable-service, any other communication or similar facilities, for solar rooftop or any other purposes which they may deem fit and The Allottee shall not be entitled to raise any objection for the same. The same may be given for such consideration and on such terms and conditions as THE DEVELOPER/ common organisation may deem fit and proper. The benefit or income that may be generated from the same will be of THE DEVELOPER/ common organisation only.

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

**XXV.** THE DEVELOPER may, at its discretion provide security, telephone cable, multipurpose cable, TV channels, internet and other communication facilities and other facilities of common and individual allottee's use and purpose in the Project. These facilities may made available to all The Allottees in the Project. These facilities may be provided through any outside agency under contract with him on such terms and conditions as may be finalised by THE DEVELOPER with him. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon The Allottee and all other Allottees in the Project. The Allottee may use such facilities as per rates-price consideration and terms and conditions as may be fixed.

**XXVI.** The Allottee agrees and confirms that on his request if THE DEVELOPER carry out any internal changes or alterations or changes in specifications and if these changes, etc. give rise to any additional cost, The Allottee shall pay the same to THE DEVELOPER in advance. Such additional work shall be done at the risk, cost and consequences of the allottee.

**XXVII.** The Allottee also agrees and confirms to abide by rules and regulations formed by THE DEVELOPER/ common organisation from time to time.

15. The Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the common organisation or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said 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 Developer until the same is transferred as hereinbefore mentioned.

**17. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Developer executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

**18. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**19. ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/plot/building, as the case may be.

**20. RIGHT TO AMEND**

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

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

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

**22. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

**24. FURTHER ASSURANCES**

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

**25. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Owner and The Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the parties, in after the Agreement is duly executed by the Parties 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.

**26.** The Allottee and/or Developer and/or the Owner shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

**27.** That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served

if sent to the Allottee or the Developer by Registered Post A.D and notified Email ID at their respective addresses specified below:

Name of Allottee : \_\_\_\_\_  
Allottee's Address : \_\_\_\_\_  
Notified Email ID : \_\_\_\_\_

Developer name : Abyss Infracon  
Developer Address : C-1207 Titanium City Centre, Nr. Sachin Tower,  
Anandnagar- Prahladnagar Road, Ahmedabad-380015  
Notified Email ID : info@abyssinfracon.com

It shall be the duty of the Allottee and the Developer 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 Developer or the Allottee, as the case may be.

## **28. JOINT ALLOTTEES**

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

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

**30. Dispute Resolution:-** Any dispute between parties shall be settled amicably. In case of failure to 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.

## **31. GOVERNING LAW**

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

### **“SCHEDULE-I”**

#### **Description of the freehold land**

A piece of Non-Agricultural land admeasuring about 550 Sq. Mtrs. bearing individual sub plot no 25, which situate, lying and bearing Town Planning Scheme No. 4, Final Plot No. 141/7 (As per Property Card 141/25) and having City Survey No. 5990 at Mouje :- Rajpur Hirpur, Tehsil:- Maninagar, within the Registration Sub-District: Ahmedabad – 7 (Odhav) and District : Ahmedabad And bounded as follows;

North by : Final Plot No 141/23  
South by : Final Plot No 141/35  
East by : Final Plot No 141/26  
West by : Road

**“ SCHEDULE -II”**  
**Description of common areas and facilities.**

Description of Common Amenities and Facilities to be used by the the Allottees of Apartment Holders.

- Smart Screen Security System with video door phone in each Apratment & CCTV camera in common area

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.

SIGNED, SEALED & DELIVERED  
BY THE WITHIN NAMED )  
**M/S. Abyss Infracon** )  
Represent through it's Partner, )  
**Shri Ashesh K. Patel** )

In the presence of WITNESSES:

1. \_\_\_\_\_ )  
Name Signature
2. \_\_\_\_\_ )  
Name Signature

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

**Owner/Developer Aforesaid:-**

Abyss Infracon  
Through its Partner,

\_\_\_\_\_  
(Ashesh Kiritbhai Patel)

**Purchaser:-**

\_\_\_\_\_  
( )

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

### **SCHEDULE 'A'**

All that constructed property being **Apartment No.** \_\_\_\_\_ on \_\_\_\_\_ Floor, above hollow plinth, admeasuring \_\_\_\_\_ sq. fts. i.e \_\_\_\_\_ sq. mts. (Carpet as per RERA) in the said building known as "**Ample Elysium-2**", situated at 25, Dave Chowk, Radha Vallabh Colony, Nr Durga High School, Maninagar, Ahmedabad – 380 008, constructed on the said Land.

### **SCHEDULE 'B'** **FLOOR PLAN OF THE APARTMENT**

**Apartment No :** \_\_\_\_\_ **ON FLOOR:** \_\_\_\_\_

The said Premises is shown with red colour boundary line on the floor plan Shown above.

SIGN: \_\_\_\_\_

### **ANNEXURE –A**

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority to be attached here.)

### **ANNEXURE –B**

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority to be attached here.)

### **ANNEXURE – C**

**(Specification and amenities for the Apartment)**

- **Structure:**
  - Quality Controlled, Earthquake resistant, RCC framework structure.
- **Finishes:**
  - Exteriors: Double Coat plaster with superior quality paint
  - Interiors: Mala finish or gypsum finish plaster with white cement based putty finish.
- **Plumbing & Sanitation:**
  - Concealed plumbing with high quality CPVC & UPVC internal pipes
  - Quality sanitary ware (Cera, Hindware or equivalent), CP brass fittings (Jaquar / Kohler or equivalent)
- **Flooring & Tiling:**
  - Vitrified tiles in all rooms.
  - Balcony with rustic floor, DP Kota stone shelves in store room.
  - Platform with granite, tiles dedo up to lintel level in bathrooms, kitchen & store.
- **Electrification:**
  - 3 phase concealed ISI copper wiring with modular type electrical accessories with MCB & ELCB for safety.

- **Doors & Windows:**
  - 32mm flush door with wooden frame with decorative laminate on both side with lock & other doors with laminate finish.
  - High quality powder coated aluminium or UPVC domal type window with lock with stone revil.
- **Elevator:**
  - 1 high speed automatic elevators.
- **Parking:**
  - Ground level parking with latest technology.
  - Fire & Solar System for common area.

### **ANNEXURE – D**

1. i) Expenses of maintenance-upkeep, repair, working, operation, management, administration etc. of the all common amenities (chargeable amenities if any are not included), facilities, services and conveniences of the project.  
  
ii) Cost, remuneration charges, salaries etc. of clerks, Gardeners, chokidars, sweepers etc.
2. i) The expenses of maintaining, repairing etc. of the rain water pipes, water supply pipes, drainage pipes, and electric wires in, under or upon the building and enjoyed or used by the member in common with other members.  
  
ii) The cost of cleaning, lighting, electric burning etc of the passages, landings, staircases, lifts, bores and other common parts of the projects.
3. Expenses of maintenance, management and administration of the records, affairs and activities of the common organisation, general or specific.
4. Charges and expenses of common nature for common purpose.

**:Receipt:**

Received of and from the Allottee above named the sum of Rs.  
\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only) on execution of  
this agreement towards Earnest Money Deposit or application fee I say  
received.

**The Developer/s.**