

Model Form of Agreement to be entered into between Promoter and Allottee/s

EXPLANATORY NOTE:

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case and those prevailing as on the date of execution, including the nature of the premises and use thereof (viz., residential/commercial), allottee thereof, terms and conditions mutually agreed upon, 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 Real Estate (Regulation and Development) Act, 2016 shall be retained in each and every Agreement executed between the Promoter and the Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the said Act, Rules and Regulations would be void *ab – initio*.

Model Form of Agreement

THIS AGREEMENT is made at Ahmedabad on this ____ day of _____ Two Thousand and _____ between SUSHRUT ENTERPRISES PRIVATE LIMITED (PAN: AAACA9722E), a Company formed and registered under the Companies Act, 1956, bearing Corporate Identification No. U70100GJ1986PTC008849, having its Office at: Near Anupam Cinema, Next to Ashima Mills, Shri Khandubhai Desai Marg, Khokhara, Ahmedabad – 380 021, hereinafter referred to as the “PROMOTER”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part AND _____, (PAN: _____), Adult, having Address/Residing at: _____, hereinafter referred to as the “ALLOTTEE” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, legal representatives, executors, successors); of the Other Part.

WHEREAS by a Deed of Assignment of Leasehold Rights dated 25th October, 2016, registered with the Office of Sub – Registrar, Ahmedabad – 7 (Odhav), under Serial No. 10003, read with Deed of Clarification dated 16th January, 2017, registered with the Office of the said Sub – Registrar, under Serial No. 342, the leasehold rights of an immovable property being piece or parcel of Non – Agricultural Land, admeasuring approx. 13498 Sq. Mts., being Final Plot No. 62/part of Town Planning Scheme No. 9 (Rajpur – Hirpur), situate at Rakhial (sim), Taluka Maninagar, in the District of Ahmedabad and Registration Sub District of Ahmedabad – 7 (Odhav), which as per Ahmedabad Municipal Corporation records is the Land of Sub Plot No. A/1/part of Final Plot No. (24+29+62+63)/Paiki (also identified as: Sub Plot No. A/1/2/part of Final Plot No. (24+29+62+63)/Paiki), has been transferred/assigned absolutely to the Promoter herein (then known as: Arth Trading Private Limited). The said land admeasuring approx. 13498 Sq. Mts., is more particularly described in the FIRST

SCHEDULE hereunder written (hereinafter referred to as the “PROJECT LAND”).

AND WHEREAS pursuant to the aforesaid Deed of Assignment of Leasehold Rights, read with Deed of Clarification, the Promoter has become entitled to the Project Land.

AND WHEREAS the Promoter is entitled to construct buildings on the Project Land.

AND WHEREAS the Promoter is in possession of the Project Land.

AND WHEREAS the Promoter has proposed to construct on the Project Land, a Scheme of residential and commercial premises, known as “SAUJANYA”, comprising of four Buildings, namely Block A, Block B, Block C and Block D, having _____Wings, _____ basement(s)/podiums/stilt and upper floors (hereinafter referred to as the “PROJECT”).

AND WHEREAS the Allottee is offered an Apartment bearing number _____, of Type _____ on the _____ Floor (as per Scheme Layout), (hereinafter be referred to as the “SAID APARTMENT”) in the _____ Wing of the building called Block _____ (hereinafter be referred to as the “SAID BUILDING”), being constructed by the Promoter.

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “ACT”) with the Real Estate Regulatory Authority at: _____ under No. _____. The authenticated copy of Registration Certificate is annexed herewith as ANNEXURE – A.

AND WHEREAS the Promoter has sole and exclusive right to sell the apartments in the said building/s to be constructed by the Promoter on the Project Land and to enter into agreement/s with the allottee/s of the apartments and to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects, viz. HCP Design, Planning & Management Pvt. Ltd. and M/s. 99 Studio, and of such other documents including as are specified under the Act and the Rules and Regulations made thereunder and the Allottee is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by M/s. Wadia Ghandy & Co. (Ahmedabad), Advocates & Solicitors, authenticated copies of Property Card and/or extracts of Village Forms VI and VII and XII showing the nature of the title of the Promoter to the Project Land on which the apartments are constructed or are to

be constructed, have also been inspected by the Allottee and the Allottee is satisfied in respect of the same. The Allottee has acquainted himself/herself/themselves with the site.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the Ahmedabad Municipal Corporation have been inspected by the Allottee. In accordance with understanding arrived at between the Vendor of the Project Land and the Promoter herein, as mentioned in the Deed of Assignment of Leasehold Rights, the plans for construction have been got approved by the Vendor thereof with reference to land area admeasuring 14893 Sq. Mts. The Promoter is entitled to develop/put up construction of the Project on the Project Land, as per the plans so approved by the said Vendor.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter, according to which the construction of the buildings is proposed to be carried out and open spaces are proposed to be provided for/on the Project, has also been inspected by the Allottee.

AND WHEREAS the authenticated copy of the _____ Floor Plan, demarcating the Said Apartment agreed to be purchased by the Allottee, with red colour boundary line, is annexed herewith as ANNEXURE – B and the specifications of the Said Apartment is detailed in ANNEXURE – C.

AND WHEREAS some of the approvals from the Ahmedabad Municipal Corporation to the plans, the specifications, elevations, sections and of the building/s have been obtained and the Promoter shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Use Permission of the Said Building.

AND WHEREAS while sanctioning the said plans, the Ahmedabad Municipal Corporation has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the Said Building AND upon due observance and performance of which only, Building Use Permission in respect of the Said Building shall be granted by the Ahmedabad Municipal Corporation.

AND WHEREAS the Promoter has accordingly commenced construction of the Said Building in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. _____, of Type _____, on the _____ Floor, in the _____ Wing of the building called Block _____, of the Project called “SAUJANYA”, being constructed by the Promoter. The Said Apartment as per the plans approved by Ahmedabad Municipal Corporation bears No. _____ on the _____ Floor, of _____ Wing of Block _____.

AND WHEREAS the carpet area of the Said Apartment is _____ Sq. Ft., equivalent to _____ Sq. Mts., 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. For the purpose of this Recital, the term "exclusive balcony or verandah area", shall mean the area of the balcony or verandah, as the case may be, which is appurtenant to the net useable floor area of the Said Apartment, meant for the exclusive use of the Allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net useable floor area of the Said Apartment, meant for the exclusive use of the Allottee.

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 abide by all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration of the Said Apartment agreed to be sold by the Promoter to the Allottee, as advance payment or application fee or earnest money (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase, the Said Apartment and the garage/covered parking (if applicable).

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

1. The Promoter shall construct, the said building/s consisting of _____ basements and ground/stilt/ _____ podiums and _____ upper floors on the Project Land in accordance with the plans, designs and specifications as approved/revised from time to time by the Ahmedabad Municipal Corporation.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee, in respect of variations or modifications which may adversely affect the Said 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 Promoter and the Promoter hereby agrees to sell to the Allottee, Apartment No. _____, admeasuring _____ Sq. Ft. equivalent to _____ Sq. Mts., of Type _____, on the _____ Floor, of _____ Wing of Block _____, of the Project, for the consideration of Rs. _____/- (Rupees _____ Only) including Rs. _____/- (Rupees _____ Only), being the proportionate price of the common areas and facilities appurtenant to the premises. The nature, extent and description of the common areas and facilities, is more particularly described in the SECOND SCHEDULE hereunder written.
- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, wash area balcony having area admeasuring approx. _____ Sq. Ft. equivalent to _____ Sq. Mts., forming part of the Said Apartment for the consideration of Rs. _____/- (Rupees _____ Only).
- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, open parking spaces bearing Nos. _____, situated at _____ basement and/or stilt and/or _____ podium, being constructed in the layout for the consideration of Rs. _____/- (Rupees _____ Only).
- (iv) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, covered parking spaces bearing Nos. _____, situated at _____ basement and/or stilt and/or _____ podium, being constructed in the layout for the consideration of Rs. _____/- (Rupees _____ Only).
- 1(b) The total aggregate consideration amount for the Said Apartment as mentioned herein above from Clause 1(a) (i) to (iv) is thus Rs. _____/- (Rupees _____ Only).
- 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 or earnest money and hereby agrees to pay to the Promoter, 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 Promoter within ____ days of the execution of this Agreement.
- ii. Amount of Rs. ____/- (Rupees _____ Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the Said Building or Wing in which Said Apartment is located.
- iii. Amount of Rs. ____/- (Rupees _____ Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the Said Building or Wing in which the Said Apartment is located.
- iv. Amount of Rs. ____/- (Rupees _____ Only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the Said Apartment.
- v. Amount of Rs. ____/- (Rupees _____ Only) (not exceeding 80% of the total consideration) to be paid to the Promoter 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 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Said 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 Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertaining and all other requirements as may be prescribed in this Agreement for the Said 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 Said Apartment to the Allottee on or after receipt of Building Use Permission.

- 1(d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Sales Tax, GST, Service Tax and Cess or any other similar taxes, duties, levies etc., under any direct or indirect tax laws or similar other laws, 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 of the possession of the Said Apartment. Such Taxes shall be separately payable/reimbursed by the Allottee from time to time and in such manner, as may be decided by the Promoter.
- 1(e) The total price is escalation – free, save and except escalations/increases, due to increase on account of development/betterment charges/taxes or payments of similar or any other nature or form and/or any other increase in charges, which is/are payable to or which may be levied or imposed by the competent authority/ies, local body/ies, Government, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development/betterment charges/taxes, costs or levies imposed by the competent authorities etc., the Promoter shall enclose the notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, at its sole discretion, a rebate for early payments of installments payable by the Allottee, by discounting such early payments @ ____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Said Building is complete and the Building Use Permission is granted by the Ahmedabad Municipal Corporation, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Allottee within 45 (forty – five) days with annual interest at the rate of ____%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand additional amount from the Allottee and the same shall become payable alongwith the last installment. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in

his/her/their name, as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

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

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Ahmedabad Municipal Corporation at the time of sanctioning the said plans or thereafter AND shall, before handing over possession of the Said Apartment to the Allottee, obtain from the Ahmedabad Municipal Corporation, Building Use Permission in respect of the Said Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project AND handing over the Said Apartment to the Allottee and the common areas to the association/society/limited company of the allottees, after receiving the Building Use Permission.

Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her/them and meeting the other obligations under this Agreement, subject to the simultaneous completion of construction by the Promoter as provided in Clause 1(c) herein above.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is _____ Sq. Mts., only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the Project. The Promoter has disclosed the FSI of _____ as proposed to be utilized by it on the Project Land in the Project and the Allottee has agreed to purchase the Said Apartment based on the proposed construction and sale 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.
- 4.1 If the Promoter fails to abide by the time schedule for completing the Said Building and handing over the Said Apartment to the Allottee, the Promoter agrees to pay to the Allottee, if he/she/they does/do not intend to withdraw from the Project, interest at the rate of _____ % per annum, on all the amounts paid by

the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of ____ % per annum, on all the delayed payments which become due and payable by the Allottee to the Promoter under the terms of this Agreement, from the date the said amount is payable by the Allottee to the Promoter till the date of actual payment thereof. The obligation to pay interest shall however be without prejudice to the other rights and remedies as may be available with the Promoter against the Allottee for such delay/default in payment of installment or any other amount payable under this Agreement.

- 4.2 Without prejudice to the right of the Promoter to charge interest in terms of Clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/their proportionate share or taxes levied by concerned local authority and other outgoings) and on the Allottee committing 03 (three) such defaults of payment of installments, the Promoter at its own option, may terminate this Agreement.

PROVIDED THAT the Promoter shall give notice of 15 (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 its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions (including payment terms) in respect of which it is intended to terminate this Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of such notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

PROVIDED FURTHER THAT upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (after forfeiting the amount of earnest money and/or after adjustment and recovery of any costs, charges and expenses that may be incurred by the Promoter for or in connection with such termination or any other amount which may be payable to the Promoter) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the Said Apartment which may till then have been paid by the Allottee to the Promoter.

If the Allottee, for the purpose of acquiring the Said Apartment, is desirous of availing financial assistance by creating any charge, lien or encumbrance of any Bank/Financial Institution/Person ("Lender") on his/her/their right, title or interest, if any, in the Said Apartment, he/she/they shall have to obtain prior written permission of the Promoter. In such event it is clarified that:

- (i) Delay in payment of installments by the Lender to the Promoter, shall be treated as breach on the part of the Allottee, with consequences of

termination, as stated hereinbefore.

- (ii) If the Lender has been given the option of calling upon the Promoter to terminate this Agreement in case default is made by the Allottee in payment of installments to the Lender and/or breach is committed by the Allottee of any terms and conditions agreed upon with the Lender THEN the Promoter, on receipt of such intimation from the Lender and without being under obligation to verify/confirm/satisfy itself about such default and without being required to follow the procedure prescribed above, shall additionally be entitled to terminate this Agreement forthwith, without being under an obligation to refund any amounts to the Allottee.
- 4.3 Upon termination of this Agreement for any reason whatsoever, the Allottee will have no claim of any nature whatsoever against the Promoter or against the Project or the Said Apartment. If the Allottee has become a member of the association/society/limited company, such membership and share/s issued if any shall also automatically stand cancelled. It is clarified that if any stamp duty, registration fee and/or other statutory charges, fees, taxes, levies etc., becomes payable at the time of such cancellation/termination or at any time thereafter, on the document/s and/or the transaction of cancellation/termination the same shall be to the account of the Allottee. Further, the Allottee shall not be entitled to claim refund of the amounts of GST and/or any other statutory charges, fees, taxes, levies, expenses etc. that may have been paid/spent/borne/incurred/reimbursed by the Allottee.
- 4.4 The right of termination/cancellation of this Agreement and consequences thereof, under the aforesaid provisions or any other provision of this Agreement, shall apply in favor of the Promoter, notwithstanding any charge/lien of any bank/financial institution/other lender, from whom the Allottee may have availed any financial assistance.
5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand/s or price range to be provided by the Promoter at its option in the Said Apartment and the Said Building, are as set out in ANNEXURE – D hereto.
6. The Promoter shall give possession of the Said Apartment to the Allottee on or before the ____ day of _____, 20____. If the Promoter fails or neglects to give possession of the Said Apartment to the Allottee on account of reasons beyond its control and/or of its agents by the aforesaid date, then the Promoter shall be liable on demand and against cancellation of this Agreement by the Allottee, to refund to the Allottee, the amounts already received by it in respect of the Said Apartment with interest at the same rate as mentioned in the Clause

4.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

PROVIDED THAT the Promoter shall be entitled to reasonable extension of time for giving delivery of the Said Apartment on the aforesaid date, if the completion of the Said Building is delayed on account of:

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

PROVIDED FURTHER THAT if on account of reasons stated in the aforesaid proviso, it becomes impossible for the Promoter to implement or complete the Said Building/Project, then the Promoter shall be entitled to terminate this Agreement with immediate effect and shall only be liable to refund to the Allottee, the amounts paid by the Allottee to the Promoter under this Agreement, without any claims of interest, compensation, specific performance, loss, damages, etc.

- 7.1 **Procedure for taking possession** : - The Promoter, upon obtaining Building Use Permission from the Ahmedabad Municipal Corporation, shall in writing, call upon the Allottee to make payment of all amounts due and payable by the Allottee as per this Agreement and shall offer the possession of the Said Apartment, to the Allottee in terms of this Agreement, to be taken within 03 (three) months from the date of issue of such notice and the Promoter shall give possession of the Said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or society/association/limited company, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 07 (seven) days of receiving the Building Use Permission of the Said Building.
- 7.2 The Allottee shall take possession of the Said Apartment within 15 (fifteen) days of the written notice from the Promoter to the Allottee intimating that the Said Apartment is ready for use and occupancy. Such possession shall be given by the Promoter to the Allottee simultaneously with the conferment of title of the Said Apartment, by execution of necessary deed/documents of conveyance of the Said Apartment in favour of the Allottee along with undivided proportionate title in the common areas (including the Project Land) to the society/association/limited company. The conferment of undivided proportionate title in common areas shall be made in favour of the society/association/limited company by joining the society/association/limited company as a party in the aforesaid

deed/documents of conveyance OR by such modus/in such manner in compliance with RERA.

Notwithstanding such conferment – transfer made in favour of the Allottee and the society/association/limited company as aforesaid, the Promoter shall continue to be the owner/title holder of the remaining part and portion of the Project and Project Land (including the remaining common amenities) and shall be free to deal with or dispose – off the same, without any reference to or without any consent or confirmation of the Allottee and the society/association/limited company.

7.3 Failure of Allottee to take Possession of the Said Apartment:- Upon receiving a written intimation from the Promoter as per Clause 7.1, the Allottee shall take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said 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 the Promoter shall have the right to levy on the Allottee, a monthly holding charge at such rate as may be decided by the Promoter, which will be payable for the period from the due date of possession till the possession is taken by the Allottee. This monthly holding charges are not penal charges in nature but shall be utilized by the Promoter for the purposes of *inter alia* mitigating any costs, charges, expenses and losses that the Promoter may have to incur in relation to the Said Apartment, including any direct or indirect tax liability arising on account of failure of the Allottee to take possession thereof. The obligation to pay maintenance charges and monthly holding charges, shall however, be without prejudice to the right of the Promoter to terminate this Agreement in the manner as provided in the proviso to Clause 4.2.

7.4 If within a period of 05 (five) years from the date of handing over the Said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Said Apartment or the Said Building 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 respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributed to the Promoter or beyond the control of the Promoter.

8. The Allottee shall use the Said Apartment or permit the same to be used only for purpose of residence. He/She/They shall use the garage and/or parking space only for purpose or keeping or parking vehicle.
9. The Allottee along with other allottees of apartments in the Said Building/ Project shall join in forming and registering, the society/association/limited company or shall become member/shareholder of the society/association/limited company already formed (as the case may be) to be known/known by such name as the Promoter has decided/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 the society/association/limited company and/or for becoming a member, including the bye – laws/memorandum and articles of the proposed society/association/limited company and duly fill in, sign and return to the Promoter within 07 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of allottees. 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 Co – Operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

Upon becoming a member/shareholder of the society/association/limited company, the Allottee shall from time to time (a) give his/her/their consent, confirmation, declaration and signatures, as may be required including in the matters of management, affairs and administration of the society/association/limited company and shall do all other things, as the Promoter may require him/her/them to do and (b) continue to be bound in his/her/their conduct, transaction and dealings, by the general rules of the Project.

PROVIDED THAT any agreement or document concerning the Project Land/Project, that may be executed and registered by the Promoter in favour of the society/association/limited company, for the purpose of its/their registration, shall not create or deem to create nor shall the society/association/limited company or the allottees as members thereof, be entitled to claim, any right, title or interest in the Project Land or the Project or the common amenities thereof, till necessary deed/document of conveyance conferring title thereof, is executed. However, all terms and conditions agreed upon between the Promoter and the society/association/limited company and recorded in such agreement or document, shall be binding upon the Allottee.

- 9.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Said 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 Said Apartment) all outgoings in respect of the Project Land and building/s namely, local taxes, statutory charge/fees, 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, the Project, the buildings, the common amenities, facilities and services of the Project AND the expenses necessary and incidental to the management and maintenance of the society/association/limited company (hereinafter referred to as the “COMMON EXPENSES”).

- 9.2 For the purposes of meeting the Common Expenses, the Allottee shall pay such amount as may be decided by the Promoter, as Maintenance Deposit at the time of possession of the Said Apartment. This Maintenance Deposit shall be a non – refundable deposit, but transferable in the event of transfer/transmission of the Said Apartment along with the membership of the society/association/limited company. The income on the Maintenance Deposit shall be utilised towards meeting the Common Expenses. However, if the income on the Maintenance Deposit is found to be in – sufficient, the (a) Maintenance Deposit may be utilized and/or (b) the Allottee may be called upon to pay an additional amount, either in advance or otherwise, as may be sufficient to make good the deficit in such income and/or (c) the Allottee may be called upon to pay additional deposit, which would be sufficient to generate additional income, to make good such deficit.
- 9.3 The Allottee shall also pay such amount as may be decided by the Promoter as advance maintenance contribution of 03 years, towards meeting the estimated Common Expenses, for the said of period, at the time of possession of the Said Apartment.
- 9.4 Until the society/association/limited company is formed, the aforesaid payments under Clause 9.2 & 9.3, shall be made by the Allottee to the Promoter. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same or balance thereof, as the case may be, is transferred to the society/association/limited company.
10. Over and above the amounts mentioned in this Agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the Said Apartment pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this Agreement.

11. The Allottee shall, at the time of possession, also pay to the Promoter such amounts as may be decided by the Promoter towards his/her/their share of:
- i. fees, charges and payments, including development charges and security fees, levied, charged or imposed by Ahmedabad Municipal Corporation or by any authority or authorities whomsoever, for or in connection with the development of the Project Land and the Project.
 - ii. fees, charges and payments made for electricity connection/s, which shall also include those made towards laying of cables and other installation charges and deposits payable to the electricity company.
 - iii. amounts paid/payable towards the stamp duty, registration charges, legal fees and all other costs, charges and expenses for – in the matter of acquisition of the Project Land and for formation of the society/association/limited company or Apex Body or Federation and for preparing its rules, regulations and bye – law, including professional costs of the Attorney – at – Law/Advocates.
 - iv. amounts paid/spent/incurred or to be paid/spent/incurred for the purpose of developing the infrastructure in the Said Project.

Further, the Allottee shall also pay at the time of possession, the amounts as per actuals towards the cost of preparing (including professional costs of the Attorney – at – Law/Advocates) the deeds/documents of conveyance/assignment of the Said Apartment to the Allottee and of undivided common areas to the society/association/limited company or Apex Body or Federation AND towards the stamp duty and registration fees payable thereon.

12. As stated above, at the time of registration of deed/document of conveyance/lease of the common areas including the Project Land in favour of society/association/limited company or Apex Body or Federation, the Allottee shall pay to the Promoter his/her/their share of stamp duty and registration charges payable by the society/association/limited company or Apex Body or Federation on such deed/document.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- i. The Promoter has clear and marketable title with respect to the Project Land as declared in the title report annexed to this Agreement as ANNEXURE – E and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession

of the Project Land for the implementation of the Project.

- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.
- iii. There are no encumbrances upon the Project Land or the Project except those disclosed in the title report.
- iv. There are no litigations pending before any Court of law with respect to the Project Land or Project.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Said Building/Wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and Said Building/Wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Said Building/Wing and common areas.
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the Project and the Said Apartment (except the document/s relating to the encumbrance referred in the title report), which will, in any manner, affect the rights of Allottee under this Agreement. However, prior to the execution of deed/document of conveyance in favour of the Allottee, the Promoter shall get the Said Apartment released from the charge of such lender.
- viii. The Promoter confirms that the Promoter 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 deed/document of conveyance of the common areas including the Project Land in favour of society/association/limited company or Apex Body or Federation, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the

structures to the society/association/limited company or Apex Body or Federation.

- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the competent Authorities. The said outgoings or such of them which are mentioned in this Agreement to be recoverable from the allottees, shall be payable by the allottees to the Promoter.
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Project Land and/or the Project.
14. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hands the Said Apartment may come, hereby covenants with the Promoter as follows:
- i. To maintain the Said Apartment at the Allottee's own costs in good and tenantable repair and condition from the date possession of the Said Apartment is taken and the Allottee shall not do or suffer to be done anything in or to the Said Apartment/Said Building which may be against the rules, regulations or bye – laws or change/alter or make addition in or to the Said Apartment/Said Building or any part thereof, without the consent of the local authorities, if required. However, under no circumstances, the said changes/alterations/additions shall be made except after obtaining the prior written permission of the Promoter.
 - ii. Not to store in the Said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Said Building or storing of which goods is objected to by the concerned local or other authority and the Allottee shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structures of the Said Building, including entrances of the Said Building/Project and in case any damage is caused to the Said Building/Project or the Said Apartment or other apartments, on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of breach/damage. The Allottee shall, forthwith make good such damage, at its own costs and expenses, failing which the Promoter and/or the society/association/limited company shall be entitled to carry out the same and

recover the costs and expenses thereof from the Allottee.

- iii. Not to store any material, article or thing for the purpose of repair of any part of the Said Apartment, in the compound or any portion of the Project. The Allottee will not use or permit to be used the common passages, stairs, staircases, or any other open areas, spaces, margin lands, etc. for storage or keeping any articles or things.
- iv. To carry out at his/her/their own cost all internal repairs to the Said Apartment and maintain the Said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Said Building/Project or the Said Apartment which may be contrary to the rules and regulations and bye – laws of the concerned local authority or other public authority or society/association/limited company. 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 and also to the Promoter, the society/association/limited company or the other allottees of the other apartments.
- v. Not to demolish or cause to be demolished the Said Apartment or any part thereto, nor shall change the location of the toilets, kitchen etc., nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Said Building or decorate the exterior of the Said Apartment and the Allottee shall keep the portion, sewers, drains and pipes in the Said 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 Said Building 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 Said Apartment without the prior written permission of the Promoter. If any penalty, premium or any other charges are levied by the Ahmedabad Municipal Corporation or any other authority in respect of any addition or alterations made by the Allottee, the same shall be borne and paid by the Allottee, if the same are concerning the Allottee and if the same are of common nature, by the Allottee in common with others.
- vi. The Allottee shall not, without the prior written permission of the Promoter, put/place shades, awnings, window guards, air conditioning devices etc., in the exterior of the Said Apartment or wash area balcony or the parking space.

- vii. Not to do or permit to be done any act or thing which may render void or void able any insurance of the Project Land and/or the Said Building or buildings or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- viii. 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 Said Building. The Allottee shall keep the Said Apartment neat, clean, tidy and protected from trespassers, from being illegally used or occupied.
- ix. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service in connection to the Said Building.
- x. To bear and pay local taxes, water charges, insurance and such other levies, if any and increase therein which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of use of the Said Apartment by the Allottee for any purposes other than for purpose for which it is sold. However, this provision does not entitle the Allottee to use the Said Apartment for any purpose other than residence.
- xi. To insure and keep insured the Said Apartment 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 name of the Promoter/ society/ association/limited company and of the Allottee with insurance company of repute and whenever required he/she/they shall produce to the Promoter/ society/association/limited company the policy/policies of such insurance and the receipt for the last premium paid in respect thereof and in the event of the Said Apartment being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the Said Apartment as soon as reasonable, practical and required. If the amount received under any such policy of insurance is found to be insufficient, the additional amount shall be borne and spent by the Allottee.
- xii. Not let, sub – let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- xiii. After the possession of the Said Apartment is handed over to the Allottee, the Allottee shall not without the written permission of the society/

association/limited company, let, sub - let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose - off the Said Apartment or any part thereof. Such permission may be given on such terms and conditions, as the society/association/limited company may deem fit including with regard to payment of transfer fees/other amounts, where applicable. However, it is specifically agreed that the Promoter shall not be liable to bear or pay any amount to the society/association/limited company or Apex Body or Federation, by way of maintenance contribution, outgoings, deposits, transfer fees, non – occupancy charges, premium or otherwise howsoever, in respect of unsold/unallotted apartment and/or parking spaces and/or garages, save and except property rates, taxes, cesses etc., payable to local authorities in respect thereof.

- xiv. The Said Apartment shall be used, occupied and enjoyed by the Allottee as one unit and the Allottee shall not divide or sub divide the same for use as more than one unit. The Allottee shall not at any time create – construct a mezzanine or intermediate floor within the Said Apartment nor shall make any addition, alteration or modification, which would be treated as consumption or usage of FSI.
- xv. The Allottee shall observe and perform all the rules and regulations which the society/association/limited company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the buildings and the apartments therein and for the observance and performance of the Building Rules, Regulations and Bye – laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the society/association/limited company/Apex Body/Federation regarding the occupancy and use of the Said Apartment in the Said Building and common amenities and facilities thereof and shall pay and contribute regularly and punctually towards the taxes, expenses or other out – goings in accordance with the terms of this Agreement.
- xvi. The Allottee shall permit the Promoter/society/association/limited company and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Said Apartment, Said Building, Project or the Project Land or any part thereof to view and examine the state and condition thereof and for repairing, maintaining, re – building, re – constructing, testing, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires or other conveniences. If any defects are found in the Said Apartment caused for any reason attributable to the Allottee, such defects shall be made good by the Allottee with 03 (three) days of the giving of

notice by the Promoter/society/association/limited company.

- xvii. The Allottee shall not put any Name Plate/Board/Signage or any other display of any nature whatsoever on the Said Apartment or any part thereof or at any other place in the Said Building and/or the Project. The Promoter or the Architect shall decide the place, colour and size of the Name Plate of the Allottee to be placed at the Entrance of the Said Building. The Allottee shall not place at any part of the Said Apartment or wash area balcony or the parking space or expose from the windows of the Said Apartment, any sign board, notice or advertisement without the prior written permission of the Promoter.
 - xviii. After the possession of the Said Apartment is handed over, the Allottee shall not raise any dispute or objection as regards the remaining work that may be carried out in respect of the common areas and/or other apartments of the Said Building/Project and in respect of the work of development of other land parcels as stated in Clause 32.2 (ii) hereinafter, and in respect of any nuisance, disturbance, annoyance, obstruction etc. caused on account thereof.
 - xix. The Promoter/society/association/limited company shall in respect of any amount remaining unpaid by the Allottee under the terms and conditions of this Agreement, have a first lien and charge on the Said Apartment.
 - xx. To pay amounts liable to be paid by the Allottee under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Promoter indemnified against the said payments and observance and performance of the covenants and conditions contained herein except so far as the same ought to be observed by the Promoter.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the society/association/limited company/Apex Body/Federation or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Apartment and the Said Building or any part thereof. The Allottee shall have no claim save and except in respect of the Said Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the same is transferred as

hereinbefore mentioned. It is hereby clarified that till the final conferment by execution and registration of the deed/document of conveyance of the Said Apartment is executed, the Allottee shall not have or deemed to have nor shall be entitled to claim, any right, title or interest or any charge, lien or encumbrance of any nature whatsoever, in on or over the Said Apartment, the Project Land or the Project or any part thereof, by virtue of any payments made pursuant hereto or by becoming member/shareholder of the society/association/limited company. Any claim of the Allottee or the society/association/limited company in the Project Land, the Project, the Said Apartment or any part thereof, prior to such conveyance, shall be null and void.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement it shall not mortgage or create a charge on the Said 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 Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in Clause 1(c), within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub – Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub – Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of receipt of the Notice by the Allottee, the 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.

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 Said Apartment, in case of a transfer, as the said obligations go along with the Said 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 thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

24. FURTHER ASSURANCES:

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

25. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, and in _____ days after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement, the same 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 Promoter shall present this Agreement as well as the conveyance/assignment at the proper office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. That all notices or communications to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified E – mail ID/Under Certificate of Posting at their respective addresses specified below:

Allottee

Name:

Address:

Notified Email ID:

Promoter

Name:

Address:

Notified Email ID:

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES:

That in case there are Joint Allottees:

- i. All communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/them which shall

for all intents and purposes to consider as properly served on all the Allottees.

- ii. The permission of usage of common amenities, facilities, services and infrastructure by the joint Allottee will be through the first Allottee and shall not be independent or separate.
- iii. All consents, confirmations, etc., if and when required, shall be deemed to have been sufficiently received from all the Allottee, if it is received from the first Allottee. This is without prejudice to the right of the Promoter/society/association/limited company to require all or any such consents, confirmations, etc. to be signed by all the Allottee. However, for the purpose of transfer, sale, mortgage, etc., signatures of all Allottee shall be required.
- iv. The liabilities, responsibilities and obligations under this Agreement shall be joint and several of the joint Allottee.
- v. The Allottees *interse* shall not be entitled to sub divide the Said Apartment, the intent being the Said Apartment shall stand in the name of and shall be used and occupied by the joint Allottee as one single unit.

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

30. **Dispute Resolution:** - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Authority as per the provisions of the Act, Rules and Regulations.

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 at Ahmedabad will have the jurisdiction for this Agreement.

32. **GENERAL:**

32.1 **Authorities of Promoter:** - Without prejudice to the generality to the rights, powers, authorities and entitlements as may be available with the Promoter, under this Agreement or otherwise, concerning the Project Land and the Project, the Promoter shall also have the following rights, powers, authorities and entitlements:

- i. The over – all control and management of the Project, implementation thereof, power to dispose – off the apartments and all and every other related matters, in general shall be that of the Promoter. The Promoter shall also be entitled to set up the rules and regulations pertaining to distribution, allocation, use, occupation, enjoyment, maintenance, repair, reconstruction, renovation, replacement, etc., of the Said Apartment and/or of the common amenities, facilities, services and infrastructures of the Project.
- ii. Notwithstanding other provisions herein, any arrangement worked out/that may be worked out by the Promoter for or in the matter of maintenance of the common amenities, facilities and services of the Project, to hold and use common maintenance fund, the rules and regulations regarding use, occupation and enjoyment of common amenities, facilities and services, and other matters and things of common interest shall be binding upon the Allottee herein and other allottees of the apartments in the Project.
- iii. The Promoter may provide security, telephone cable, multipurpose cable, internet and other communication facilities and other facilities of common use and purpose in the Project. These facilities may be provided through any outside agency under contract with him/her/them on such terms and conditions as may be finalised by the Promoter with him/her/them. 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 other allottees in the Project. The Allottee may use such facilities as per rates – price – consideration and terms and conditions as may be fixed.

32.2 Condition Precedent: -

- i. The Promoter has made the Allottee aware of the fact that the Promoter intends to allot one apartment per family consisting of an individual, his/her spouse and minor children. Therefore, the Allottee and his/her spouse have executed a Declaration – cum – Undertaking dated _____, before Notary Public, *inter alia* (a) declaring that they or any of them, for self or guardian of their minor child/children, either solely/jointly or jointly with others, have not booked/acquired/become entitled to booking/agreement rights of any other apartment and shall not book or acquire the booking/agreement rights of any other apartment in the Project AND (b) accepting the consequences, in the event, where they or any of them, for self or guardian of their minor child/children, either solely/jointly or jointly with others book/acquire/become entitled to booking/agreement rights of any other apartment. The contents of the said Declaration – cum – Undertaking

shall be deemed to have been incorporated herein and treated as part and parcel of this Agreement.

- ii. (a) The Project Land is a part of a larger land and there are other land parcels abutting the Project Land (“OTHER LANDS”), which are of the ownership of the Vendor of the Project Land. The said Vendor (“OWNER”), with intent to optimize the availability of FSI for each land parcel and for better affordability, envisaged an overall plan for the development of the Project Land and Other Lands. As per such overall plan, the entire development to be put up on the separate land parcels, for the purpose of Ahmedabad Municipal Corporation, shall be one seamless development. These separate land parcels are intended to be developed in conjunction with each other, with certain amenities, facilities, services and infrastructure/s (including but not limited to entry – exit gates, accesses, internal roads, ramp to – from basement, electricity, sewerage, drainage, recreation facilities, open spaces, etc.), being common amongst all or more than one projects so developed and available for use and enjoyment in common of all the allottees of all or more than one such projects. Thus, the allottees of all such projects shall have access to varied and better facilities, in terms of parking, recreation facilities and other amenities. However, each such project shall be an independent project on separate land parcel.
- (b) Accordingly, the plans of the Project were submitted to and got approved from, the Ahmedabad Municipal Corporation by the Owner, for land area admeasuring approx. 14893 Sq. Mts., to enable the Promoter develop the Project on the Project Land admeasuring approx. 13498 Sq. Mts. Such plans were submitted in compliance with the byelaws of the Ahmedabad Municipal Corporation, without prejudicing or without intending to prejudicially affect, the development of the remaining land parcels.
- (c) For the purpose of obtaining approval to the plans of development of the remaining land parcels (to be developed by the Promoter and/or by any other person, in more than one parts or as a whole, at one or more points of time in future), revision/s in the plans of the Project Land may be required. However, such revision/s shall not affect the apartment agreed to be allotted to the allottees or change the amenities of the Project as shown in the approved plan and therefore, the Allottee has understood and hereby confirms that no consent under Section 14(2) of the Act is required. Still however, the Allottee, hereby gives his/her/their absolute and specific consent to the amendments/modifications/revisions of plans/permissions/sanctions/

approvals. This consent is the prior written consent of the Allottee, as required under Section 14 (2) (ii) and other application provisions (if any) of the Act and Rules and Regulations framed thereunder.

- (d) The common areas (including lands) of all the projects shall be held by one or more societies/associations/limited companies. Considering the aforesaid intent in relation to the development of the Project Land and Other Lands, for efficient management, maintenance and administration of the common areas, amenities, facilities, infrastructures and services of all the projects, a common Estate Management Company as mutually agreed, shall be appointed by such societies/associations/limited companies.
 - (e) For or in connection with the intent/purposes stated hereinabove, necessary arrangements may be arrived between the Promoter and the person/s developing the other land parcel/s AND/OR the Promoter and the societies/associations/limited companies AND/OR the societies/associations/limited companies *inter se*. The same shall be binding upon the Allottee herein. Further, the Allottee has agreed to execute, simultaneously with the execution of these presents, a specific power of attorney in favor of the Promoter, giving authorities for various purposes, which shall remain valid and subsisting till the development of the Project Land and Other Lands. The societies/associations/limited companies too, shall also execute Power of Attorney/s similar thereto in favor of the Promoter. The Allottee, including after becoming a member and shareholder of the society/association/limited company and/or even after conferment of title of the Said Apartment to him/her/them, shall not raise any dispute or objection, with regard to any matters stated above.
- iii. The conditions mentioned in Clause 32 (i) and (ii) above, are (amongst others) conditions precedent to the execution of this Agreement and have been specifically agreed, accepted and confirmed by the Allottee, whereupon the Promoter has agreed, to allot the Said Apartment to the Allottee and has executed these presents. This Agreement shall, unless context requires otherwise, be read, construed and interpreted in accordance with Clauses 32 (i) and (ii) above.

33.3 If the Allottee is a Non Resident Indian/a Person of Indian Origin resident outside India, he/she/they agree/s and unconditionally undertake/s to abide by/ comply with necessary formalities as laid down in the Foreign Exchange Management Act, 1999 ("FEMA"), rules and regulations of the Reserve Bank of India, statutory enactments or amendments thereof from time to time and all other applicable laws, including that of remittance of payments, acquisition, sale,

transfer of immovable property, etc. The Allottee shall provide the Promoter with the permissions/approvals, which would enable the Promoter to fulfill its obligations under such laws, rules and regulations. The Allottee further undertakes that in the event of any failure on his/her/their part to comply with these formalities/requirements, he/she/they alone shall be liable for any action by the concerned authorities and he/she/they hereby agrees to keep the Promoter fully indemnified and harmless in this regard.

- 33.4 Any delay by the Promoter in enforcing the terms of this Agreement or any forbearance or giving time to the Allottee shall not be considered as a waiver on the part of the Promoter, by the Allottee, nor shall the same in any manner prejudice the remedies of the Promoter.
- 33.5 The scope of work or services to be given by the Promoter under this Agreement is till the completion of work of the Said Apartment in the Project actually at site but any approval/permission not specifically stated herein to be obtained by the Promoter, shall be obtained by the Allottee and other allottees of the apartments in the Project, in co – operation with each other, at their cost and expenses.
- 33.6 The Project shall always be known as “Saujanya” or by such name as decided by the Promoter and the same shall not be changed in any circumstances.
- 33.7 The Promoter and the Allottee shall act in all matters pertaining to this Agreement as independent parties and nothing contained herein shall constitute either Party as the agent or the partner of the other.
- 33.8 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- 33.9 The Allottee hereby declares that he/she/they has/have all right, power, authority, capacity and competency to enter into this Agreement.
- 33.10 The Allottee hereby declares that he/she/they has/have read, understood and agreed each and every term of this Agreement before execution.

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.

:- THE FIRST SCHEDULE ABOVE REFERRED TO :-

(Description of Project Land)

ALL THAT piece and parcel of Non – Agricultural Land, admeasuring approx. 13498 sq. mts., being Final Plot No. 62/part of Town Planning Scheme No. 9 (Rajpur – Hirpur), situate at Rakhial (sim), Taluka Maninagar, in the District of Ahmedabad and Registration Sub District of Ahmedabad – 7 (Odhav), which as per Ahmedabad Municipal Corporation records is the Land of Sub Plot No. A/1/part of Final Plot No. (24+29+62+63)/Paiki (also identified as: Sub Plot No. A/1/2/part of Final Plot No. (24+29+62+63)/Paiki) and bounded as follows, that is to say on or towards the –

North : Part land of Sub Plot No. A/1 (also identified as A/1/2) of Final Plot No. (24+26+62+63)

South : Part of Final Plot Nos. 61/2 & 29/A AND part land of Sub Plot No. A/1 (also identified as A/1/2) of Final Plot No. (24+26+62+63)

East : Part land of Sub Plot No. A/1 (also identified as A/1/2) of Final Plot No. (24+26+62+63)

West : T. P. Scheme Road

:- THE SECOND SCHEDULE ABOVE REFERRED TO :-

(Description of Common Area and Facilities)

SIGNED, SEALED & DELIVERED)
BY THE WITHIN NAMED:)
SUSHRUT ENTERPRISES PVT. LTD.)
through its Authorised Signatory)

In the presence of:)

1.)

2.)

SIGNED & DELIVERED)
BY THE WITHIN NAMED:)

In the presence of :)

1.)

2.)

ANNEXURE – A
(Authenticated Copy of Registration Certificate)

ANNEXURE – B
(Authenticated Copy of _____ Floor Plan)

ANNEXURE – C
(Specifications of the Apartment)

ANNEXURE – D
(Details of Fixtures and Fittings)

ANNEXURE – E
(Authenticated Copy of Title Report)

RECEIVED OF AND FROM the Allottee above named the sum of Rs. _____/-
(Rupees _____ Only) on execution of this Agreement towards Earnest
Money Deposit, Advance or Application Fee, in the manner as follows:

Amount (Rs.)	Cheque No.	Cheque Date	Bank and Branch

We say received:

For SUSHRUT ENTERPRISES PVT. LTD.

AUTHORIZED SIGNATORY

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

SIGNED, SEALED & DELIVERED
BY THE WITHINNAMED PROMOTER
SUSHRUT ENTERPRISES PVT. LTD.,
Represented through its Authorised Signatory

SHRI

SIGNED & DELIVERED
BY THE WITHINNAMED ALLOTTEE
