

**AGREEMENT TO SELL
(WITHOUT POSSESSION)**

Sub: Apartment No. _____, Block - ____ , _____ Floor, of “**SILVER-BROOK**” scheme situate on land situate, lying and being at Mouje: Shilaj, Taluka: Ghatlodia, District: Ahmedabad, bearing Survey No. 324 comprised in Town Planning Scheme No. 217 (Sola-Hebatpur) by Final Plot No. 195.

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This Agreement to Sell (“**this Agreement**” or “**the Agreement**”) is made at Ahmedabad on this _____ day of _____ in the Year Two Thousand and Seventeen,

BY AND BETWEEN

M/S. AVIRAT SHILAJ PROJECT, (PAN: ABCFA6332J), a Partnership Firm formed under The Indian Partnership Act, 1932, having its principal place of business at Avirat House, Near Science City, Ahmedabad represented by its authorised Partner **Mr.** _____, hereinafter referred to as “**THE PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its partner or partners for the time being constituting the Firm and their heirs, executors & administrators) all collectively hereinafter referred to as the **FIRST PART**;

AND

MRS. _____ (PAN No.: _____), Adult, presently residing at: _____ Ahmedabad - 380 063, hereinafter referred to as "**THE ALLOTTEE**" (which expression shall unless repugnant to the context and meaning thereof mean and include his/her heirs, executors and administrators) of the **OTHER PART**;

"the Promoter" and 'Allottee" are hereinafter individually referred to as "Party" and collectively as "the Parties".

IN THIS AGREEMENT unless the context otherwise requires:

1. words importing any gender include every gender;
2. words importing the singular number include the plural number and vice versa;
3. words importing persons include firms, companies and corporations and vice versa;
4. reference to numbered clauses and schedules are reference to the relevant clause in or schedule to this agreement;
5. reference in any schedule to this to numbered paragraphs relate to the numbered paragraphs of that schedule;
6. whereby any obligation is undertaken by two or more persons jointly they are to be jointly and severally liable in respect of that obligation;
7. any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
8. any party who agrees to do something shall be deemed to fulfill that obligation if that party procures that it is done;
9. the heading to the clauses, schedules and paragraphs of this agreement shall not affect the interpretation;
10. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment.

WHEREAS M/S. AVIRAT SHILAJ PROJECT is entitled to all that piece and parcel of non-agricultural land situate, lying and being at Mouje: Shilaj, Taluka: Ghatlodia, District: Ahmedabad, bearing Survey No. 324 comprised in Town Planning Scheme No. 217 (Sola-Hebatpur) by Final Plot No. 195 admeasuring 8498 square meters more particularly described in **SCHEDULE-I** hereunder written (hereinafter referred to as the "**Said Project Land**");

AND WHEREAS the Promoter is thus entitled to develop all those pieces and parcels of non-agricultural land situate, lying and being at Mouje: Shilaj, Taluka: Ghatlodia, District: Ahmedabad, bearing Survey No. 324 comprised in Town Planning Scheme No. 217 (Sola-Hebatpur) by Final Plot No. 195 admeasuring 8498 square meters.;

AND WHEREAS the Promoter is entitled and enjoined upon to construct Buildings on the Project Land;

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

AND WHEREAS the Promoter has promoted a scheme of residential and commercial units known as “**SILVER-BROOK**” to be constructed on the said Project Land (hereinafter referred to as the “**Said Scheme/said Project**”);

AND WHEREAS the Development Plan/ Sanctioned Plan for the said residential cum commercial scheme has been approved by the Ahmedabad Municipal Corporation and that it has also granted Commencement Letters (Rajachithhi) by its order dated 27.10.2016 bearing Nos. 7284/0410/A7335/R1/M1 for construction of residential and commercial units in Block Nos. A+B, 7285/0410/A7335/R1/M1, 7286/0410/A7335/R1/M1 and 7287/0410/A7335/R1/M1 for construction of residential units in Block Nos. C, D and E respectively on the said land;

AND WHEREAS the Promoter has proposed to construct on the Project Land residential and commercial units as per above referred Commencement Certificates and sanctioned plans;

AND WHEREAS the Allottee is offered a Residential Apartment bearing number _____ on the _____ Floor, (hereinafter referred to as the said “**Apartment**”) in the ____ Wing of the Building called “**Silver Brook**” (hereinafter referred to as the said “**Building**”) of the said Project, by the Promoter;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Gujarat Real Estate Regulatory Authority vide registration no. _____;

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 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 as applicable for State of Gujarat made thereunder 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 Promoter, 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 Promoter 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 has been inspected by the Allottee;

AND WHEREAS the authenticated copies of the plans and specifications on the Apartment agreed to be purchased by the Allottee has been annexed and marked as “**ANNEXURE-A**”

AND WHEREAS the Promoter 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 Certification or Occupancy Certificate of the said Building;

AND WHEREAS while sanctioning the said plans 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 the completion or occupancy certificate in respect of the said Building/s shall be granted by the concerned local authority;

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment no. _____ on the _____ floor in Wing _____ of the said Project;

AND WHEREAS the carpet area of the said Apartment is _____ square meters equivalent to approximately _____ 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 admeasuring _____ square feet and exclusive open terrace area admeasuring _____ square feet 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 Promoter a sum of Rs _____/- [Rupees _____ Lakh _____ Thousand _____ Only], being part payment of the sale

consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee / booking amount (the payment and receipt whereof the Promoter both 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 said Act, the Promoter 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment in accordance with the terms and conditions contained herein;

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 5 Buildings consisting of residential and commercial units 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 Promoter 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) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Apartment No. 1304 of carpet area admeasuring _____ square metres equivalent to approximately _____ square feet on _____ Floor in the _____ Wing (hereinafter referred to as "**the Apartment**") for lump sum consideration of Rs. _____/- (Rupees _____ Lakhs _____ Thousand Only), hereinafter referred to as the "**total consideration**", including consideration towards 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 Second Schedule annexed herewith. The Allottee hereby agrees that the bifurcation towards the total consideration vis-à-vis the cost involved for the separate areas of the said Unit has been explained and the Allottee confirms the same.

- 1 (b) The Allottee has paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ Lakh _____ Thousand _____ Hundred only) as advance payment or application / booking fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____/- (Rupees _____ Lakh _____ Thousand _____ Hundred only) in the following manner :-
- (i) Amount of Rs. _____/- (Rupees _____ only) (equivalent to 10% of the total Consideration) to be paid to the Promoter upon issuing Allotment Letter, which shall include the consideration received at the time of application.
- (ii) Amount of Rs. _____/- (Rupees _____ only) (equivalent to 20% of the total Consideration) to be paid to the Promoter upon execution of this Agreement to Sell;
- (iii) Amount of Rs. _____/- (Rupees _____ only) (equivalent to 15% of the total Consideration) to be paid to the Promoter on completion of the Plinth of the Building or Wing in which the said Apartment is located.
- (iv) Amount of Rs. _____/- (Rupees _____ only) (equivalent to 25% of the total Consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the Building or Wing in which the said Apartment is located.
- (v) Amount of Rs. _____/- (Rupees _____ only) (equivalent to 5% 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.

(vi) Amount of Rs.____/- (Rupees _____ only)
(equivalent to 5% 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.

(vii) Amount of Rs.____/- (Rupees _____ only)
(equivalent to 5% of the total Consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the Building or Wing in which the said Apartment is located.

(viii) Amount of Rs.____/- (Rupees _____ only)
(equivalent to 10 % of the total Consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the Building or Wing in which the said Apartment is located.

(ix) Balance amount of Rs.____/- (Rupees _____ only)
(equivalent to 5 % of the total Consideration) against and at the time of handing over of the possession of the said Apartment to the Allottee on or after receipt of Occupancy Certificate or Completion Certificate and/or requisite permissions.

1(d) The total price as stated above excludes Electricity connection charges, AMC - charges, Maintenance deposit, Maintenance Expenses for two years, legal charges, taxes by whatever named called, assessed or imposed by municipal or other authorities, whether levied now or in future, in the

said Project Land / Apartment (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax , GST and cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of execution of Deed of Conveyance or handing over the possession of the said Apartment which shall be separately payable by the Allottee in the manner as may be decided by the Promoter irrespective of the fact that the Allottee has not been enjoying the benefit of the said Apartment, and if paid by the Promoter, the same shall be restored to the Promoter by the Allottee on or before the date of execution of Deed of Conveyance. Further, till the time the said Apartment is individually assessed to property tax or any as aforesaid by the statutory authorities, the Allottee shall be liable to pay to the Promoter in proportion to the carpet area of the said Apartment.

- 1(c) The total price as stated above excludes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and cess, registration fees, expenses incurred for registration of Project under RERA Act or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment, which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.
- 1(d) The total price is escalation free, save and except escalations/increases, due to the 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 Promoter 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 Promoter 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(e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the

Building is complete and the 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 (3) 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 forty-five days with annual interest at the rate of 9% (Nine Percent) 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 as per next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square metre as agreed in Clause 1(a) of this Agreement.

- 1(f) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
2. 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 Ahmedabad Municipal Corporation 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 Certificate in respect of the Apartment.
- 2.2 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the 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 instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) hereinabove. (**"Payment Plan"**).

3. The Promoter hereby declares that for construction of the said Scheme / Project, the entire Floor Space Index [FSI] available as on date in respect of the Project Land has been utilized. And that the Allottee agrees that if in future there is any additional FSI

available from the Competent / appropriate Authority for construction, then the Promoter shall become its absolute owner and shall have full right to make additional construction on the land and / or the buildings or the Promoter can use such additional FSI at any other location. The Allottee / Association of Allottees shall have no claim or right for such additional FSI Rights or proceeds realized from additional construction / sale of FSI Rights.

- 4 4.1 If the Promoter fails to abide by the time schedule for completing the Project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest at the rate of 9% (Nine Percent) 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 9% (Nine Percent) per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of Promoter 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 Promoter under this Agreement (including his/her proportionate share or taxes levied by concerned local authority and other outgoings) and on the Allottee committing three (3) defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

PROVIDED that, Promoter shall give notice of fifteen (15) 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 Promoter within the period of notice then at the end of such notice period, 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 (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty (30) days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its option in the said Building and the Apartment as are set out in **ANNEXURE-“B”** annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before 26th October, 2021. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may be 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 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 the Government and/or other public or competent authority/court.

7. **7.1 Procedure for taking possession:-**
The promoter 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 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or Association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Project.
- 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.
- 7.3 **Failure of Allottee to take Possession of [Apartment/Plot] :-**
Upon receiving a written intimation from the Promoter as per Clause 7.1, the Allottee shall take possession of the

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 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.

- 7.4 If within a period of five (5) years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter 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 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 and that if such defects/ damage has occurred by act of negligence Allottee while doing any internal changes in the Apartment, quality or provision of service which cannot be attributable to the Promoter / its agents or is otherwise beyond the control of the Promoter.
8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. The Allottee shall use the parking space only for purpose of keeping or parking vehicle at the allotted space only.
9. The Allottee along with other allottee(s) of Apartment in the Building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter 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 or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven (7) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization 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 Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 Within (15) fifteen days of notice in writing given by the Promoter 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 and another expenses necessary and incidental to the management and maintenance of the Project Land and Building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter 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 Promoter provisional contribution as may be intimated by the Promoter towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the Society or the Association of the Limited Company 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 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 pay to the Promoter an amount as may be intimated by the Promoter for meeting all legal costs, charges and expenses, including professional costs of the attorney-at-law/advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations, and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the Building or Wing of the Building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company 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 Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation 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 Apex Body or Federation.

13. **RPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-**

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

- (i) The Promoter has clear and marketable title with respect to the Project Land; as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- (iii) There are no encumbrances upon the Project Land or the Project except those disclosed in the Title Report;
- (iv) There are no litigations pending before any Court of Law with respect to the Project Land or Project except those disclosed in the Title Report;
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Project Land and said Building/Wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the Project, Project Land and said Building/Wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building/Wing and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected ;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person with respect to the Project Land, including the Project and the said Apartment which will, in any manner, alter / affect the rights of Allottee under this Agreement ;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement ;
- (ix) At the time of execution of the conveyance deed of the structure to the Association of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees ;

- (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities ;
 - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the Title Report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whatsoever hands the Apartment may come, hereby covenants with the Promoter as follows:
- (i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or cause 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 or negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach ;
 - (iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or cause to be done anything in or to the Building in which the Apartment is situated or the Apartment, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above

provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority ;

- (iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenance thereto in good and tenantable 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 part or other structural supporters in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company;
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and the Building in which the Apartment is situated ;
- (vii) Pay to the Promoter within fifteen (15) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Building in which the Apartment is situated;
- (viii) Use the said Apartment for the residential purpose only and for no other purpose.
- (ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up. The Promoter may if deemed necessary, upon written reasoned request of the Allottee, permit the Allottee to assign its rights under this Agreement to a third party. However any cost and expenses towards stamp duty / registration fees and/or any related expenses in relation to such assignment shall be solely borne by the Allottee;
- (x) The Allottee shall observe and perform all the rules and regulations which the Society or the 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 said Building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company / Apex Body / Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

- (xi) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Buildings or any part thereof to view and examine the state and condition thereof;
- (xii) The ALLOTTEE shall not construct, erect or place any hedge, grill, barricade, fencing, glazing, shuttering, walling or any structure, obstacle, enclosure, lean-to, awning, roofing, canopy, advertising or other signage at/over/around in front of any doorways, entrances, windows, external walls, verandah, open terrace, etc. of the Unit, or above/over/around any part or portion of the Unit, or the open terraces, stilt portions, driveways, pathways, parking spaces or gardens and common areas of the Said Project Land with any barrier, whether of stone/cement/wood/metal, other than that originally provided and/or approved of by the PROMOTER;
- (xiii) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land or any part thereof to view and examine the state and condition thereof.
- (xiv) The Allottee undertakes that they shall not or cause to be done upon the said Apartment, or upon the common spaces of the said Scheme or any part thereof, anything which maybe socially undesirable, or which may be or may become nuisance or create harm, danger, risk, hazard or annoyance or in any way interfere with the peace or comfort of the members of the said Project. The Allottee also undertake that they shall not carry out any offensive or prohibitive activities or business or commercial activity of any nature in the said Apartment or in any part of the said Scheme.

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 Co-operative Society or Association or Company

or towards the outgoings, 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 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, staircase, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.
17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-**
After the Promoter executes this Agreement, the Promoter 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 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 (if required as per the applicable law) 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 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 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/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 thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable 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:-**

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 for 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, in Ahmedabad after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be

registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Ahmedabad

26. The Allottee and/or Promoter shall present this Agreement as well as the Conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. and notified email ID/Under Certificate of Posting at their respective addresses specified below:

If to the Allottee: **Mrs.** _____ -

_____,

Ahmedabad - 380 ____

Notified Email ID: _____

If to the Promoter: **M/s. Avirat Shilaj Project**

Kind Attn.: Mr. ____

Avirat House,

Near Science City,

Ahmedabad - 380 00__

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, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. **STAMP DUTY AND REGISTRATION:-**

The charges towards Stamp Duty and Registration of this Agreement / Deed of Conveyance and any related documents shall be borne by the Allottee.

30. **DISPUTE RESOLUTION:-**

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to Gujarat Real Estate Regulatory 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 subject to clause 30 (Dispute Resolution), the Courts at Ahmedabad will have the exclusive jurisdiction for this Agreement.

IN WITNESS WHEREOF Parties here-in-above named have set their respective hands and signed this Agreement to Sell at Ahmedabad in the presence of attesting Witness, signing as such on the day first above written.

FIRST SCHEDULE

(Description of the land)

All that piece and parcel of non-agricultural lands situate, lying and being at Mouje: Shilaj, Taluka: Ghatlodia, District: Ahmedabad, bearing Survey No. 324 comprised in Town Planning Scheme No. 217 (Sola-Hebatpur) by Final Plot No. 324 admeasuring 8498 square meters, the said land is bounded as follows:-

On or towards East by	:	Land of Final Plot no. 326
On or towards West by	:	12-00 meters wide road and Canal
On or towards North by	:	24-00 meters wide road
On or towards South by	:	Land of Final Plot no. 325

SECOND SCHEDULE

(set out the nature, extent and description of common areas and facilities.)

SIGNED, SEALED & DELIVERED BY
THE WITHINNAMED
(THE PROMOTER)

(1) _____
M/S. AVIRAT SHILAJ PROJECT
Through its authorized Partner
MR.

(2) _____

IN THE PRESENCE OF:

1. Name : _____

Signature: _____

2. Name: _____

Signature: _____

SCHEDULE ‘A’

All that residential premises being **Apartment No. _____** admeasuring approximately _____ **square meter** i.e. _____ **square feet** (carpet area) on the _____ **Floor** of Wing ‘____’ constructed on the said Project land and together with the right to use common amenities in the scheme known as “**SILVER-BROOK**” being constructed on the non-agricultural land described in the **FIRST SCHEDULE**, bounded as follows:

On or towards East	:	Flat / Apartment No. ..
On or towards West	:	Society Common Plot Area
On or towards North	:	Flat / Apartment No. ..
On or towards South	:	____Feet Wide Driveway

SCHEDULE ‘B’

Annexure-A

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

Annexure-B

(Specifications and amenities for the Apartment)

Wall Finishes	External wall finish	Combination of Natural stones, exposed RCC, tiles and premium emulsion paint, as per elevation of Apartment Putty Finish
Doors and Windows	Windows Main Door Internal	UPVC/High Quality heavy aluminium section (LG/Jindal or equivalent) Teak finish veneer, Polished Flush Door (Approx 8' in height)
Flooring	Living and Dining	Combination of imported marble, Natural Stone, Premium Wooden laminate and rustic imported tiles/premium vitrified tiles Premium Wooden laminate flooring or, premium vitrified tiles.
Plumbing Fixtures	Bathroom Fittings	Premium brands like Jaquar/Hindware/Cera or equivalent
Electrical Fixtures	Fittings	Premium brands like Anchor/ABB/Siemens/Havells or equivalent
Please Note:	Designs and images shown in the brochures and marketing and sales materials are representative architectural images which can vary to certain extent depending upon technical and architectural requirements.	

Received of and from the Allottee above named the sum of Rs____/-
(Rupees ____ Lakh _____ Thousand ____ hundred only) on execution of
this Agreement towards Earnest Money Deposit or application fee

I say received.

(The Promoter)

M/S. AVIRAT SHILAJ PROJECT

Through its authorised Partner

Mr. ...

**SCHEDULE UNDER SECTION 32(A) OF THE REGISTRATION ACT,
1908**

**SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF THE
PROMOTER**

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
_____ Mr..		
_____ Mr. ... Authorized Signatories of M//S. <u>AVIRAT</u> <u>SHILAJ PROJECT</u>		

**SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF
THE ALLOTTEE**

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
_____ Mr. ..		

