

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

PRELIMINARY NOTE

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

AGREEMENT TO SELL
(Without Possession)

THIS AGREEMENT TO SELL (Without Possession) IS EXECUTED AT AHMEDABAD, ON THIS ____ DAY OF _____, TWO THOUSAND NINETEEN, BETWEEN

- 1. Mr. Ashesh Kiritbhai Patel** aged about 43 Years, Hindu by Caste, Residing at:- A/402 Vraj Heights, Kenyug Cross Road, Nr. Gokul Raw House, Shyamal Cross Road, Satellite, Ahmedabad – 380 015. **PAN: AGLPP5986F** (2) **Mr. Maulik Kiritbhai Patel** aged about 40 Years, Hindu by Caste, Residing at:- A/302 Vraj Heights, Kenyug Cross Road, Nr. Gokul Raw House, Shyamal Cross Road, Satellite, Ahmedabad – 380 015. **PAN: AAMPP3275C**, herein referred to as “The Owner” of the First Part (which expression shall it be repugnant to the context or meaning thereof, be deemed to include their legal heirs, successors and assignees)
- 2. ABYSS INFRACON**, a partnership firm having its office at: C/1207 Titanium City Centre, Nr. Sachin Tower, 100Ft Ring Road, Satellite, Ahmedabad – 380015, through its partner **Mr. Ashesh Kiritbhai Patel**, aged 43 years, Hindu by caste, hereinafter referred to as “THE DEVELOPER” of the Second Part (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said Firm, its present Partners and Partners from time to time and last surviving partner and their respective heirs, executors, successors, legal representatives, transferees, etc.). **PAN: ABNFA4407B**
- 3. Mr./ Mrs./Ms./ M/s.** _____, Aged - ____ Years, _____ by Religion, Indian Citizen, Occupation – _____, (PAN NO. _____), Resident of _____,

hereinafter called "**THE ALLOTTEE**" or "**THE PURCHASER**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include, his/her/their heirs, legal representatives, executors and successors), of the **Third Part**.

WHEREAS 'the Owner' is seized and possessed of or otherwise well and sufficiently entitled to an immovable property being Non-Agricultural land admeasuring about 577 Sq. Mtrs. bearing individual sub plot no 4 in Vadnagara Patidar Society situate, lying and bearing Town Planning Scheme No. 4, Final Plot No. 59/1/4 (As per Property Card 59/4) and having City Survey No. 6296 at Mouje:- Rajpur Hirpur, Tehsil:- Maninagar, within the Registration Sub-District: Ahmedabad – 7 (Odhav) and District : Ahmedabad (More particularly described in the Schedule- I, herein this agreement). The said property is referred as "The Said Land / Land" herein this agreement.

The Builder & Developer is desirous to develop the said land as 3 BHK Laxurious 'Residential Flats / Apartments' as per the approval of the relevant government department / authority and as the Development agreement No. 1299 signed with the owner dt. 08/02/2019 and same is registered before the concerned sub registrar office of sub-district Ahmedabad – 7(Odhav). Thus the Builder & Developer is entitled to construct building on the project land and with a view to develop the project land in its entirety and in order to sell as the Residential units, has evolved a Residential Project described as "**AMPLE ELYSIUM**" (Hereinafter may also for short be described as "**Building or Project or Scheme**"), the details and specifications whereof are given in **Annexure "C"** attached herewith;

AND WHEREAS The Builder & Developer has proposed to construct on the Project Land, a Residential Building named '**AMPLE ELYSIUM**' having 1 Basements, Hollow Plinth/Ground Floor, 7 Upper Floor and Terrace above that;

AND WHEREAS The Allottee has desired to acquire an **Flat /Apartment No. _____**, on the _____ Floor, above hollow plinth, in the said Residential Project of "**Ample Elysium**", situated at – 4, Vadnagar Patidar Society, Opp. Vallabhwadi, Rambaug, Maninagar, Ahmedabad – 380 008. (Hereinafter may also for short be described as "**Said Premises or Flat / Apartment**") being constructed in the said project, by the Builder & Developer;

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

AND WHEREAS by virtue of above development agreement of the project land, The Builder & Developer has sole and exclusive right to sell the Apartment in the said project to be constructed on the project land and to enter into Agreement/s with The Allottee(s)/s of the Apartment to receive the sale consideration in respect thereof;

AND WHEREAS the Owner is also agreed to sell the related portion of a land to the Allottee or as instructed by the Builder & developer, with the amount agreed herein this agreement.

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

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

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

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

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

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

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Builder & Developer while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

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

AND WHEREAS the Allottee has applied to the Builder & Developer for allotment of an **Apartment No.** _____ on the _____ Floor, above hollow plinth in the said Residential Project of "**Ample Elysium**" being constructed in the said Project;

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

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

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

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

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

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

1. The Builder & Developer shall construct the said building consisting of 1 (one) basement and hollow plinth/ground floor, and 7 (seven) upper floors and terrace above it on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Builder & Developer shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a. (i) The Allottee hereby agrees to purchase from the Builder & Developer and the Builder & Developer hereby agrees to sell to the

Allottee Apartment No. _____ on the _____ Floor, above hollow plinth of carpet area admeasuring _____ Sq. Metres/_____ Sq. Feet in the said Residential Project of "Ample Elysium" (hereinafter referred to as "the Apartment" or Premises) 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 which are more particularly described in the **Schedule -II** annexed herewith.

- (ii) The Allottee hereby agrees to purchase from the Builder & Developer and the Builder & Developer hereby agrees to sell to the Allottee balcony/verandha 1 having area admeasuring _____ Sq. Metres/_____ Sq. Feet forming part of the Apartment for the consideration of Rs. _____/-.
- (iii) The Allottee hereby agrees to purchase from the Builder & Developer and the Builder & Developer hereby agrees to sell to the Allottee wash yard having area admeasuring _____ Sq. Metres/_____ Sq. Feet forming part of the Apartment for the consideration of of Rs. _____/-.
- (iv) The Allottee hereby agrees to purchase from the Builder & Developer and the Builder & Developer hereby agrees to sell to the Allottee open parking spaces bearing No: _____ situated at _____ Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. _____/-.
- (v) The Allottee hereby agrees to purchase from the Builder & Developer and the Builder & Developer hereby agrees to sell to the Allottee covered parking spaces bearing No: _____ situated at _____ Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. _____/-.

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

- 1.b. (i) The total aggregate consideration amount for the Apartment mentioned herein above from clause 1 a (i) to (v) is thus Rs. _____/- (Rupees _____ only).
- (ii) The payment schedule as mentioned below is for indicative purposes, and may vary from allottee to allottee, and is subject to be changed, modified or customized as per requirement on case to case basis.

1.c. The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Builder & Developer the balance amount of Rs. _____/- (Rupees _____ only) in the following manner :-

I. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Builder & Developer after the execution of Agreement.

II. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the Builder & Developer on completion of the basement slabs up to ground level of the building in which the said Apartment is located.

III. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the Builder & Developer on completion of the slabs including podiums and stilts of the building in which the said Apartment is located.

a) Amount of Rs. _____/- (Rupees _____ only)
On Completion of 1st slab of the building or wing. (3.5% of the total consideration).

b) Amount of Rs. _____/- (Rupees _____ only)
On Completion of 2nd slab of the building or wing. (3.5% of the total consideration).

c) Amount of Rs. _____/- (Rupees _____ only)
On Completion of 3rd slab of the building or wing. (3.5% of the total consideration).

d) Amount of Rs. _____/- (Rupees _____ only)
On Completion of 4th slab of the building or wing. (3.5% of the total consideration).

e) Amount of Rs. _____/- (Rupees _____ only) On Completion of 5th slab of the building or wing. (2.75% of the total consideration).

f) Amount of Rs. _____/- (Rupees _____ only)
On Completion of 6th slab of the building or wing. (2.75% of the total consideration).

g) Amount of Rs. _____/- (Rupees _____ only)
On Completion of 7th slab of the building or wing. (2.75% of the total consideration).

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

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

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

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

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

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

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

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

- 1.e.** The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Builder & Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Builder & Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1. f.** The Builder & Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 9% 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 an Allottee by the Builder & Developer.
- 1.g.** The Builder & Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Builder & Developer. If there is any reduction in the carpet area within the defined limit then Builder & Developer shall refund the excess money paid by Allottee within forty five days with annual interest at the rate of 9%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Builder & Developer shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1.h.** The Allottee authorizes the Builder & Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Builder & Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Builder & Developer to adjust his payments in any manner.
- 2.1** The Builder & Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2** Time is essence for the Builder & Developer as well as the Allottee. The Builder & Developer shall abide by the time schedule for completing the

project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the 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 Builder & Developer as provided in clause 1 (c) herein above.

3. The Builder & Developer hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Builder & Developer has planned to utilize more Floor Space Index if available by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Builder & Developer has disclosed to utilize more FSI available in the way mentioned above on the project land in the said project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Builder & Developer by utilizing the proposed FSI and on the understanding that the declared available and proposed FSI shall belong to Builder & Developer only. The Builder & Developer has all rights to use all available FSI over and above stated here above, and the Allottee agrees to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Builder & Developer by utilizing the all available FSI and on the understanding that the declared all available FSI shall belong to Builder & Developer only. Allottee hereby grants irrevocable consent for the same and the Builder & Developer will not be required to get any concern or consent from the said allottee or any other allottee of the said project.
- 4.1 If the Builder & Developer fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Builder & Developer agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 9% 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 Builder & Developer, interest at the rate of 9% per annum, on all the delayed payment which become due and payable by the Allottee to the Builder & Developer under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Builder & Developer.
- 4.2 Without prejudice to the right of Builder & Developer to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Builder & Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Builder & Developer shall at his own option, may terminate this Agreement: Provided that, Builder & Developer shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address

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

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities lifts etc. to be provided by the Builder & Developer at his/her/its option in the said building and the Apartment as are set out in **Annexure 'C'**, annexed hereto.
6. The Builder & Developer shall give possession of the Apartment to the Allottee on or before _____ day of _____, 20____. If the Builder & Developer fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Builder & Developer shall be liable on demand to refund the amounts already received by him, to the Allottee in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Builder & Developer received the sum till the date the amounts and interest thereon is repaid. Provided that the Builder & Developer shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –
 - I. war, civil commotion or act of God ;
 - II. any notice, order, rule, notification of AMC/AUDA, or any Government and/or other public or competent authority/court.

- III. any shortage of material or labor, due to circumstances beyond control of the Builder & Developer.
- IV. any delay in obtaining power connection, water connection, drainage connection and / or any other connections required from respective authorities;
- V. any delay in obtaining lift license/certificate and fire safety certificate from respective authorities;
- VI. any delay in obtaining Building Use Permission from authority, Time in obtaining certificate/connection/permission from respective authority in excess of 1 (one) month of application would automatically considered as extension of time in sub-clause iv to vi above in all cases.

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

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

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

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Builder & Developer any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Builder & Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Builder & Developer, compensation for such defect in the manner as provided under the Act. Provided that the Builder & Developer shall not be liable in respect of any structural defect or

defects on account of workmanship, quality or provision of service which cannot be attributable to the Builder & Developer or beyond the control of the Builder & Developer. In case of dispute, the Architect of the Project shall be considered as Arbitrator and his decision shall be final and binding to both parties.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Service Society or Association or a Limited Company or Apex Body or Federation (Hereinafter referred to as the "**Common Organisation**") to be known by such name as the Builder & Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of common organisation and for becoming a member, including the bye-laws of the proposed common organisation and duly fill in, sign and return to the Builder & Developer within seven days of the same being forwarded by the Builder & Developer to the Allottee, so as to enable the Builder & Developer to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Common Organisation, as the case may be, or any other Competent Authority.
- 9.1 Within 15 days after notice in writing is given by the Builder & Developer to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the common organisation is formed, the Allottee shall pay to the Builder & Developer such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Builder & Developer provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee to the Builder & Developer shall not carry any interest and remain with the Builder & Developer until the same is transferred to the common organisation as aforesaid.
10. Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Builder & Developer such proportionate share of the outgoings as may be determined by the Builder & Developer and which are not covered in any other provisions of this agreement.
 - a. The Allottee shall pay an amount by way of common maintenance fund to be Rs. _____/(Rupees _____ only). Maintenance

Deposit, GST on such maintenance deposit as applicable from time to time and any government taxes should be paid extra. This Maintenance Deposit shall be paid at the time of handing over of the possession of the Said Apartment and the income thereof will be utilised to meet with the common electricity bills, salaries, repairs and replacements of common amenities, facilities and services and towards maintenance of-for incurring common expenses described in **Annexure "D"** hereunder written. If the income is found to be in-sufficient, the Builder & Developer may utilise the said Maintenance Deposit, or may require The Allottee to pay an additional amount as may be sufficient, in its opinion, to make good the deficit in such expenses. The decision of the Builder & Developer in all matters herein shall be final and binding upon the Allottee.

- b.** The Allottee shall pay maintenance charges lump sum of **Rs. _____/- (Rupees _____ only)** for the period of _____ Months. Such Fixed Maintenance period will start from the date informed or otherwise notice to be put at any prominent place in the said Project, or after one month of obtaining completion certificate, whichever is early. This payment shall be made by The Allottee on lump sum basis for maintenance expenses described in **Annexure "D"** (hereunder written) of the said period irrespective of any circumstances whatsoever, including whether the possession of the "Said Premises" is received by him/her/it/them at any time. Maintenance Charges, GST on such maintenance charges as applicable from time to time and any government taxes should be paid extra. These charges are over and above maintenance advance/deposit as per clause no. 10(a) above to meet the maintenance expenses for the period as stated above. Maintenance Expense for the said period of _____ months will be made from lump sum maintenance charges (i.e. Rs. _____/-) and interest or income earned from maintenance advance deposited by member (i.e. Rs. _____/-) during this period of _____ months.
- 11.** The Allottee shall pay to the Builder & Developer a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Builder & Developer in connection with formation of the said common organisation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- 12.a** At the time of Registration of Conveyance Deed of the said Apartment in favour of the Allottee, all and every costs, charges and expenses regarding stamp duty, registration fees, legal fees and other expenses required to be paid, spent or incurred for allotment and legal and proper completion of transaction of making available the Premises to the Allottee, and relating agreement, documents, papers and writings that may be required to be executed and/or registered for the purpose should be paid/born by the Allottee only.
- 12.b** If there is a need of registration of conveyance or Lease of the structure of the building or wing of the building, or common amenities of the Project or any part of the Project, the Allottee shall pay to the Builder & Developer, the Allottees' share of stamp duty and registration charges

payable, by the said common organisation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Builder & Developer, the Allottees' share of stamp duty and registration charges payable, by the said common organisation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the common organisation.

13. REPRESENTATIONS AND WARRANTIES OF THE BUILDER & DEVELOPER

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

- I.** The Builder & Developer has clear and marketable title with respect to the project land; as declared in the title report, copy of which delivered to the Allottee and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- II.** The Builder & Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- III.** There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- IV.** There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- V.** All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Builder & Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- VI.** The Builder & Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- VII.** The Builder & Developer has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party except the development agreement executed with the owner, with respect to the project land, including the Project and the said

[Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

- VIII.** The Builder & Developer confirms that the Builder & Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- IX.** At the time of execution of the conveyance deed as stated in clause 12 above of the structure to the association of Allottees the Builder & Developer and/or owner shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the common organization of the Allottees;
- X.** The Builder & Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of getting completion certificate.
- XI.** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Builder & Developer in respect of the project land and/or the Project except those disclosed in the title report.
- 14.** The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Builder & Developer as follows :-
- I.** To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- II.** Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- III.** To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it

was delivered by the Builder & Developer to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- IV.** Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Builder & Developer and/or the common organisation.
- V.** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- VI.** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- VII.** Pay to the Builder & Developer within fifteen days of demand by the Builder & Developer, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.
- VIII.** To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- IX.** The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment before taking prior permission of the Builder & Developer/common organisation and until all the dues payable by the Allottee to the Builder & Developer under this Agreement are fully paid up.
- X.** The Allottee shall observe and perform all the rules and regulations which the common organisation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments

therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the common organisation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement and rules and regulations set out by the Builder & Developer/common organisation time to time.

- XI.** The Allottee shall permit the Builder & Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- XII.** It is hereby agreed that the Allottee shall not put any Board on the Said Premises or any part of the building/s or Project without the written consent of THE BUILDER & DEVELOPER. The place, colour and size of the Board shall be decided by THE BUILDER & DEVELOPER or the said Architect. It has been specifically agreed that the main door and other opening by way of doors, windows or any other in the Said Premises shall not be changed, altered in colour, size or location. No other door, window or opening shall be made other than as proposed.
- XIII.** The Allottee will not at any time do or cause to be done or permit any nuisance in or upon the Said Premises which shall cause annoyance/inconvenience or disturbance to the occupiers of any other Premises in the buildings or to the occupiers of the property in the neighborhood.
- XIV.** The Allottee shall not use the Said Premises or permit the same to be used for any purposes whatsoever other than Residential for which it is meant. The Allottee will not use or permit to be used the Said Premises or any part thereof for commercial purpose, including without limitation, hotels, dairy, club, gymkhana, nursing home or hospital, video game parlour, tuition and coaching classes, garage, office of the trade union or political parties, any illegal or immoral purposes or for the purpose prohibited by law. The Said Premises shall be used, occupied and enjoyed subject to other rules of the Project regarding use of the premises as may be framed by THE BUILDER & DEVELOPER/common organization from time to time. The Allottee shall perform and observe the same, and shall abide by them.
- XV.** THE BUILDER & DEVELOPER and The Architect of the Project have planned specific duct space for 1) installation of pipeline for outdoor unit of Air Conditioner, 2) cable connection for Landline, Internet Connection, Broadband, Cable/Dish TV, 3) Drainage and Water Connection 4) Electric cable/wire etc, to each premises. The holders of the Premises, including the Allottees will install these facilities in such specific duct space in a manner which shall not cause any nuisance or disturbance to the others and in accordance with the rules that may be framed by THE BUILDER & DEVELOPER/ common organisation. The Allottee will not be permitted at any time to install these facilities which affect the exterior

finish and elevation of building. The Allottees accept and confirm such specific duct space arrangement without any restriction, dispute or objection. This specific duct space arrangement is and shall be binding upon them.

- XVI.** The Allottee shall insure and keep insured the Said Premises against loss or damage by fire, earthquake, riot, war, flood, civil commotion, Act of God or such other risks to the full value thereof in the joint names of THE BUILDER & DEVELOPER/ common organisation and of The Allottee with nationalised insurance company of repute having office at Ahmedabad and whenever required he/she/it/they shall produce to THE BUILDER & DEVELOPER/common organisation the policy/policies of such insurance and the receipt for the last premium paid in respect thereof and in the event of the Said Premises being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the Said Premises as soon as reasonable, practical and required.
- XVII.** The Project shall always be known as **“Ample Elysium”** and this name shall not be changed in any circumstances.
- XVIII.** The Said Premises shall be used, occupied and enjoyed by The Allottee as one unit and the Acquirer shall not divide or sub-divide the same for use as more than one unit. The Allottee shall at no time demand partition of his/her/its/their interest in the building or the Project or the Said Land. It being agreed and declared by The Allottee that his/her/its/their interest is impartiable.
- XIX.** After the possession of the Said Premises is handed over to the Allottee, if any additions or alterations in or about or relating to the building of which, the said Premises forms part are thereafter required to be carried out by the Government, District Panchayat, Ahmedabad Urban Development Authority, Ahmedabad Municipal Corporation or any statutory authority, the same shall be carried out by the holders of the Premises in the said building/s at their own costs and the THE BUILDER & DEVELOPER shall not be in any manner liable or responsible for the same.
- XX.** The Allottee shall have no claim with respect to any part of the common amenities, like Garden & Landscaping, Foyer, all other amenities, facilities, services and utilities.
- XXI.** The Allottee shall have no claim save and except in respect of the Said Premises. All open space including margin land, common open plot, parking space, basement, hollow plinth, lobbies, seat outs, terraces, etc. and all rights, interests, benefits, advantages in respect thereof have been agreed to be that of the Builder & Developer. THE BUILDER & DEVELOPER has full right and absolute authority to allot them to any person whomsoever with or without consideration or to use, utilize or in any manner deal with or dispose of the same or any part thereof as THE BUILDER & DEVELOPER may deem fit and proper. The Allottee hereby agrees and confirm to the same. All other, common portions being staircases, lifts, defined vehicular roughs and passages

shall be for the common use of all the Allottees in the said Project in the manner as may be prescribed from time to time.

XXII. The Allottee of the Said Premises will not use or permit to be used the common passages, stairs, staircases or any other open areas, spaces, margin lands etc. for waiting, storage or keeping any articles or things or in any other manner.

XXIII. The Allottee have specifically agreed, undertaken and covenanted with the THE BUILDER & DEVELOPER that, the building has 1 basement level, open space and part of the hollow plinth marked to use as parking. The Architect of the Project has planned for parking in such space. Purchasers of the Premises have been reserved parking area to park their vehicles along with the Premises as per terms of agreement. The holders of the Premises, including the Allottees will park their vehicles in such parking area in a manner which shall not cause any nuisance or disturbance to the others and in accordance with the parking rules that may be framed by THE BUILDER & DEVELOPER or by the common organisation. The location of such parking area will be shown in the plan in M.O.U. Regarding Parking Reservation. The Allottees accept and confirm such parking arrangement without any reservation, restriction, dispute or objection. This parking arrangement is and shall be binding upon them. The Allottees also confirm that the reserved parking area shall be used only for the purpose of parking personal car and scooter only (and not for commercial vehicle like Rickshaw, Tempo etc.) Parking space should be kept clean and Allottees should not wash their vehicle in reserved parking space. Allottees should not park their vehicles in designated parking area for visitors or for any other purpose.

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

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

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

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

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

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

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Builder & Developer until the same is transferred as hereinbefore mentioned.

17. BUILDER & DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Builder & Developer does not create a binding obligation on the part of the Builder & Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement

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

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

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

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Owner and The Builder & Developer through its authorized signatory at the Builder & Developer's Office, or at some other place, which may be mutually agreed between the parties, in after the Agreement is duly executed by the Parties or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

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

27. That all notices to be served on the Allottee and the Builder & Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Builder & Developer by Registered Post A.D and notified Email ID at their respective addresses specified below:

Name of Allottee : _____

Allottee's Address : _____

Notified Email ID : _____

Builder & Developer name : Abyss Infracon

Builder & Developer Address : C-1207 Titanium City Centre, Nr. Sachin Tower, Anandnagar- Prahladnagar Road, Ahmedabad-380015

Notified Email ID : info@abyssinfracon.com

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

28. JOINT ALLOTTEES

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

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

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

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

“SCHEDULE-I”

Description of the freehold land

A piece of Non-Agricultural land admeasuring about 577 Sq. Mtrs., bearing individual sub plot no 4 in Vadnagara Patidar Society situate, lying and bearing Town Planning Scheme No. 4, Final Plot No. 59/1/4 (As per Property Card 59/4) and having City Survey No. 6296 at Mouje :- Rajpur Hirpur, Tehsil:- Maninagar, within the Registration Sub-District: Ahmedabad – 7 (Odhav) and District : Ahmedabad And bounded as follows;

North by : Bungalow No. 03
South by : Sahara Apartment
East by : 40 feet Road
West by : Private Bungalow

“ SCHEDULE -II”

Description of common areas and facilities.

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

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

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

SIGNED, SEALED & DELIVERED)
BY THE WITHIN NAMED)
(1) Shri Ashesh K. Patel And)
(2) Shri Maulik K. Patel)

SIGNED, SEALED & DELIVERED)
BY THE WITHIN NAMED)
M/S. Abyss Infracon)

Represent through it's Partner,)
Shri Ashesh K. Patel)

In the presence of WITNESSES:

1. _____)
Name Signature

2. _____)
Name Signature

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

Owner Aforesaid:-

1.

(Ashesh Kiritbhai Patel)

2.

(Maulik Kiritbhai Patel)

Developer Aforesaid:-

Abyss Infracon
Through its Partner,

(Ashesh Kiritbhai Patel)

Purchaser:-

()

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

SCHEDULE 'A'

All that constructed property being **Apartment No.** _____ on _____ Floor, above hollow plinth, admeasuring _____ sq. fts. i.e _____ sq. mts. (Carpet as per RERA) in the said building known as "**Ample Elysium**", situated at 4, Vadnagar Patidar Society, Opp. Vallabhwadi, Rambaug, Maninagar, Ahmedabad- 380008., constructed on the said Land.

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

Apartment No : _____ **ON FLOOR:** _____

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

SIGN: _____

ANNEXURE -A

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

ANNEXURE -B

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

ANNEXURE - C

(Specification and amenities for the Apartment)

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

- 32mm flush door with wooden frame with decorative laminate on both side with lock.
- 32 mm flush door with wooden frame with one side decorative veneer for main door with lock
- High quality powder coated aluminium or UPVC domal type window with lock with stone revil.
- **Elevator:**
 - 2 high speed automatic elevators.
- **Parking:**
 - Basement & ground level parking with latest technology.

ANNEXURE – D

1. i) Expenses of maintenance-upkeep, repair, working, operation, management, administration etc. of the all common amenities (chargeable amenities if any are not included), facilities, services and conveniences of the project.

ii) Cost, remuneration charges, salaries etc. of clerks, Gardeners, chokidars, sweepers etc.
2. i) The expenses of maintaining, repairing etc. of the rain water pipes, water supply pipes, drainage pipes, and electric wires in, under or upon the building and enjoyed or used by the member in common with other members.

ii) The cost of cleaning, lighting, electric burning etc of the passages, landings, staircases, lifts, bores and other common parts of the projects.
3. Expenses of maintenance, management and administration of the records, affairs and activities of the common organisation, general or specific.
4. Charges and expenses of common nature for common purpose.

:Receipt:

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

The Builder & Developer/s.