

AGREEMENT FOR SALE/ALLOTMENT

THIS AGREEMENT FOR SALE executed on this day of
..... at Ahmedabad

BY AND BETWEEN

KASHANA FLATS CO-OPERATIVE HOUSING SOCIETY LIMITED,
a society registered under the provisions of the Gujarat Co-operative
Societies Act, 1961 vide Regn. No. GH-5794 dated 07.12.1974 and
having its registered office at Kashana Flats Co-op. Hsg. Soc. Ltd.,
B/h. Tagore Hall, Ellisbridge, Ahmedabad, Gujarat (India),
hereinafter referred to as the '**Said Society**' and/or the '**Land
Owner**' (which expression shall unless it be repugnant to the context
or meaning thereof mean and include the Said Society, its members,
shareholders, executors, administrators, successors and assigns)
through its Chairman - Mr. Mustakali G. Munshi through his P.O.A.
Holder - Narendra C. Vora and Zafarabbas I. Saiyed of the **FIRST
PART**.

Permanent Account No. :

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AND

AARCON DEVELOPERS, a partnership firm having its present office address at 25, Chandroday Society, Nr. Sardar Patel Stadium, Navrangpura, Ahmedabad-14 through its Authorised Partner – Narendra C. Vora, hereinafter referred to as the '**Confirming Party**' and/or '**Developer**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the 'Said Developer', its partners from time to time, their heirs, executors, administrators, successors, assigns etc.) of the **SECOND PART**.

Permanent Account No. :

AND

....., Adult, Residing at
.....,
hereinafter referred to as "the Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

Permanent Account No. :

WHEREAS

[A] The Party of the First Part i.e. Kashana Flats Co-operative Housing Society Limited is a society registered under the provisions of the Gujarat Co-operative Societies Act, 1961 vide Regn. No. GH-5794 dated 07.12.1974 (for the sake of convenience hereinafter referred to as the 'Said Society')

The 'Said Society' is the owner of all that Residential N.A. land admeasuring in aggregate about 1067 Sq. Mtrs. comprising of (i) land admeasuring 497 Sq. Mtrs. bearing F.P. No. 886/2 of T.P. Scheme No. 3/6 & (ii) land admeasuring 570 Sq. Mtrs. bearing F.P. No. 886/3 of T.P. Scheme No. 3/6, both situated, lying and being at Mouje : Kocharab, Taluka : Sabarmati (Old Taluka : City) within the Registration Sub-District : Ahmedabad-4 (Paldi) and District : Ahmedabad (for the sake of convenience hereinafter referred to as the 'Said Land')

[B] That in pursuance of rights obtained by or under a Development Agreement (Regn. No. 9476 dated 26.07.2018) executed by the Society i.e. the Land Owner and its then

existing 12 (twelve) members i.e. Flat Owners in favour of M/s. Aaron Developers i.e. the Confirming Party herein, M/s. Aaron Developers being the developer, implemented a residential flats scheme in the name & style as "Kashana" on the project land as per the plans, design & specifications prepared by Architect/Engineer – Mr. Umang J. Patel, which has been approved by Ahmedabad Municipal Corporation vide Case No. BLNTS/WZ/061118/CGDCRV/A0669/R0/M1 and Rajachiththi No. 0521/061118/A0669/R0/M1 dated 15.11.2018.

The said "Kashana" scheme (hereinafter referred to the 'Said Project') is comprising of (i) Parking in First Cellar (ii) Parking on Ground Floor (iii) 4 (four) flats on First Floor (iv) 4 (four) flats on Second Floor (v) 4 (four) flats on Third Floor (vi) 4 (four) flats on Fourth Floor (vii) 4 (four) flats on Fifth Floor (viii) 4 (four) flats on Sixth Floor (ix) 4 (four) flats on Seventh Floor and (ix) Terrace, Stair Cabin, Overhead Water Tank, Lift Room etc. above Seventh Floor.

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 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.

[C] The 'Said Project' is registered provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'Act') and Gujarat Real Estate (Regulation and Development) General Rules, 2017 with Gujarat Real Estate Regulatory Authority vide Project Registration No. dated The Authenticated copy of the Project Registration Certificate has been annexed and marked as **Annexure-'B'**.

[D] The Allottee being desirous to purchase a Flat in the said project approached the Promoter and have inspected all documents of title relating to the Said Land and the plans/revised plan, designs and specifications prepared by the Architects/Engineer, which has been approved/sanctioned by Ahmedabad Municipal Corporation, Development Agreement and such other documents as are specified under the Act and Rules and Regulations made there under and the Allottee is satisfied with the same;

- [E] Being satisfied with all the available papers, documents, approvals, sanction etc. and also the terms & conditions related to Booking, Payment, Possession, Use, Transfer etc. of the Flat, Common Amenities/Facilities to be provided in the project, Framework of Completion of the Project, Terms & Conditions related to execution of Agreement for Sale and Sale Deed of the Flat etc., the Allottee has applied to the Owner/Developer for having allotment of Flat No., situated on the **Floor** of the said “**Kashana**” scheme as a member & shareholder of the said society.

The Owner/Developer accepted and considered the application made by the Allottee and after discussion from time to time, the Owner/Developer agree to allot Flat No., having Carpet Area admeasuring in aggregate about **Sq. Mtrs.** [Carpet Area as per RERA admeasuring about **Sq. Mtrs.** + Balcony, Wash & Verandah Area admeasuring in aggregate about **Sq. Mtrs.** attached thereto] and Corresponding Unit Built-up Area admeasuring about Sq. Mtrs., situated on the **Floor** of the said “**Kashana**” scheme of the society as per approved plans dated (hereinafter referred to as the ‘Flat’) and the Allottee agrees to purchase by way of allotment the ‘Said Flat’ upon the terms and conditions mutually agreed upon by and between them. The Authenticated copy of the plan and specifications of the ‘Said Flat’ agreed to be purchased by the Allottee has been annexed and marked as **Annexure-‘A’**.

The ‘Carpet Area of the Flat’ means the net usable floor area of the ‘Said Flat, 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 the Unit Built-up Area of the Flat’ means Built-up Area of the ‘Said Flat’ as per approved plan.

- [F] AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Flat agreed to be sold/allotted by the Promoter to the Allottee as advance payment or Application Fee (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.

- [G] 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;

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/project consisting of (i) Parking in First Cellar (ii) Parking on Ground Floor (iii) 4 (four) flats on First Floor (iv) 4 (four) flats on Second Floor (v) 4 (four) flats on Third Floor (vi) 4 (four) flats on Fourth Floor (vii) 4 (four) flats on Fifth Floor (viii) 4 (four) flats on Sixth Floor (ix) 4 (four) flats on Seventh Floor and (ix) Terrace, Stair Cabin, Overhead Water Tank, Lift Room etc. above Seventh Floor 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.

- (1.1) The 'Said Society' being the Land Owner and the Confirming Party herein being the Developer hereby agrees to sell/allot to the Allottee and the Allottee hereby agrees to purchase by way of allotment from the Owner/Developer all that immovable property bearing Flat No., admeasuring in aggregate about Sq. Mtrs. [Carpet Area as per RERA admeasuring about Sq. Mtrs. + Balcony, Wash & Verandah Area admeasuring in aggregate about Sq. Mtrs. attached thereto], situated on the Floor of the said "Kashana" scheme of the said Society floated on the 'Said Land' as per approved plans dated (hereinafter referred to as the 'Flat') as a member & shareholder of the society for the total price or consideration of Rs..... (RupeesOnly) (hereinafter referred to as the 'Total Price')

(1.2) Prior to the execution of this Agreement, the Allottee has paid to the Owner/Developer a sum of Rs. (Rupees Only) as earnest money/ part sale consideration per the details mentioned hereunder :-

Amount (Rs.)	Date	Chq. No.	Name of Bank

The Owner/Developer doth hereby admit and acknowledge the receipt of the aforesaid amount received from the Allottee and confirm that the said amount shall be adjusted against the total sale consideration to be received in respect of the ‘Said Flat’.

(1.3) The Allottee hereby agrees to pay the Balance Amount to the Owner/Developer in the following manner :-

Amount (Rs.)	Stage/Date of payment
Rs .	Within 10 (ten) Days from the date of execution of this agreement.
Rs .	Within 10 (ten) Days of completion of Basement Slab Work
Rs .	Within 10 (ten) Days of completion of Parking Slab Work.
Rs.	Within 10 (ten) Days of completion of Second Floor Slab works.
Rs.	Within 10 (ten) Days of completion of Fourth Floor Slab works.
	Within 10 (ten) Days of completion of remaining Slab works and missionary work.
Rs.	Within 10 (ten) Days of completion of the inside & outside plaster work and framework.
Rs.	Within 10 (ten) Days of completion of tiles & electrical works.
Rs.	Within 10 (ten) Days of completion of Aluminum & Outside Colour work.
Rs.	against and at the time of handing over of the possession of the Flat to the Allottee.

[2] The parties hereto confirm and agree that :-

- (i) The total price/consideration of the Flat mentioned hereinabove is inclusive of proportionate share in project land, common areas, amenities, facilities, parking etc.
- (ii) The Total Price excludes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax/GST, and Cesses or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer) up to the date of handing over the possession of the Flat, which shall be separately payable by the Allottee in the manner as may be decided by the Developer.
- (iii) The Total Price above excludes Stamp Duty, Registration Charges, Advocate Fees, expenses towards legal formalities with Registrar of society and all other government levies taxes & duties will be paid & borne by the Allottee and not included in the Total Price
- (iv) The Total Price above excludes maintenance deposit, maintenance expenses, Extra Work Cost (if any) to be borne by the Allottee and not included in the Total Price
- (v) 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.
- (vi) The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of 10%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand additional amount

from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate as agreed by this Agreement.

- (vii) The Allottee authorizes the Owner/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 Owner/Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner
- (ix) Provided that in case there is any change / modification in the taxes, the Total Price payable by the Allottee to the Developer under this Agreement shall be increased / reduced based on such change / modification;
- (x) The Owner/Developer shall periodically intimate to the Allottee, the amount payable as stated in Clause-1.3 above and the Allottee shall make payment within 10 (ten) days from the date of such written intimation. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (xi) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Unit/Plot] to the Allottee and the common areas to the association of the Allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be.
- (xii) Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause-1.3 herein above. ("Payment Plan")

- [3]** The Developer shall construct the said scheme in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Developer shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Unit of the Allottee except any alteration

or addition required by any Government authorities or due to change in law.

The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and, before handing over possession of the Unit to the Allottee, shall obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.

- [4] The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is only and Developer has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer has disclosed the Floor Space Index of as proposed to be utilized by them on the project land in the said Project and Allottee has agreed to purchase the said Unit based on the proposed construction and sale of apartments to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.
- [5] 5.1 If the Developer fails to abide by the time schedule for completing the project and handing over the 'Flat' to the Allottee, the Developer agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 10% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Developer, interest at the rate of 10% per annum, on all the delayed payment which become due and payable by the Allottee to the Developer under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Developer.
- 5.2 Without prejudice to the right of Developer to charge interest in terms of Clause-5.1 above, on the Allottee committing default in payment on due date of any

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amount due and payable by the Allottee to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Developer shall at his own option, may terminate this Agreement.

Provided that, Developer shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Owner/Developer shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Allottee to the Developer.

[6] POSSESSION OF THE FLAT

- 6.1 The Developer, based on the approved plans and specifications, assures to hand over possession of the Flat on or before **Dt. 30.06.2021**. (hereinafter referred to as 'the scheduled date of possession'), unless there is delay or failure due to war, civil commotion, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or act of God or any notice, order, rule, notification of the Government or competent authority/court affecting the regular development of the real estate project ('Force Majeure'). If, however, the completion of the Project is delayed due to the Force Majeure conditions and/or due to any litigation/case/proceedings initiated by any member of the society/anybody on his/her/their behalf then the Allottee agrees that the Owner/Developer shall be entitled to reasonable extension of time for delivery of possession

of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

- 6.2 The Allottee agrees and confirms that, in the event it becomes impossible for the Owner/ Developer to implement the project due to Force Majeure conditions, then this agreement of allotment shall stand terminated and the Owner/Developer shall refund to the Allottee the entire amount received by the Owner / Developer from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Owner/Developer and that the Owner/Developer shall be released and discharged from all their obligations and liabilities under this Agreement.
- 6.3 In the event the Developer fails to abide by the time schedule for completing the project and does not hand over the possession of the Flat to the Allottee by the scheduled date of possession, the Developer shall pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 10% per annum on all the amounts paid by the Allottee, for every month of delay, till the date of handing over of the possession.
- 6.4 Procedure for taking possession :—
The Owner/Developer, upon obtaining the Building Use Permission* from the competent authority shall offer in writing the possession of the Flat to the Allottee in terms of this Agreement, to be taken within 15 (fifteen) days from the date of issue of such written notice and the Owner/Developer shall give possession of the Flat to the Allottee. The Owner/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 Owner/Developer. The Allottee agree(s) to pay maintenance charges as determined by the Owner/ Developer, as the case may be.
- 6.5 The Allottee shall take possession of the Flat within 15 days of the written notice from the Owner/Developer to the Allottee intimating that the Flat is ready for use and occupancy. The Allottee shall require to confirm the fact of receiving possession by executing necessary documents in this regards in favour of the Developer.

- 6.6 Failure of Allottee to take Possession of Flat :- Upon receiving a written intimation from the Owner / Developer as per clause 6.4, the Allottee shall pay all the outstanding amount/dues etc. and take possession of the Flat from the Owner/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner/ Developer shall, after receiving outstanding amount/dues etc., give possession of the Flat to the Allottee. In case the Allottee fails to take possession within the time provided in clause 6.5, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 6.7 Possession by the Allottee :- After obtaining the Building Use Permission and handing over physical possession of the Flat to the Allottee, it shall be the responsibility of the Owner/Developer to hand over the necessary documents and plans, including common areas, to the association of the Allottee or the competent authority, as the case may be, as per the local laws.
- 6.8 Cancellation by Allottee :- The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:
- Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Owner/Developer, the Owner/ Developer herein is entitled to forfeit Rs.5,00,000/- from the amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Owner / Developer to the Allottee within 45 days of such cancellation.
- 6.9 Compensation :—
- The Owner shall compensate the Allottee in case of any loss caused to him/her due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.
- Except for occurrence of a Force Majeure event, if the Owner / Developer fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his/her business

as a Owner/Developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Owner/Developer shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Owner / Developer shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Flat.

[7] REPRESENTATIONS AND WARRANTIES OF THE OWNER / DEVELOPER

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

- (i) The Said Society has absolute, clear and marketable title with respect to the Said Land; Accordingly the Owner/Developer has requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
- (ii) The Owner/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land & Flat are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat and common areas;
- (vi) The Owner/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 Owner/Developer has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner/Developer confirms that the Owner/Developer is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Deed of Allotment, the Owner/Developer shall handover lawful, vacant, peaceful, physical possession of the Flat to the Allottee and all the common areas shall remain in the ownership & possession of the Said Society;
- (x) The Owner/Developer has duly paid and shall continue to pay and discharge all 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 by or served upon the Owner / Developer in respect of the said Land and/or the Project.

[8] REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

- 8.1 The Allottee with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Owner / Developer as follows :-
- i. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or

structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat 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/her own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Owner / Developer to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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 Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat without the prior written permission of the Owner / Developer 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 Flat 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 Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vii. Pay to the Owner/Developer within fifteen days of demand by the Owner/Developer, his/her share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- viii. 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 Flat until all the dues payable by the Allottee to the Owner / Developer under this Agreement are fully paid up.
- ix. The Allottee shall observe and perform all the rules and regulations of the Society as at present 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 Flats 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/Developer regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- x. The Allottee shall permit the Owner/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.

- xi. Not to close or permit the closing of verandah or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or balconies or any external walls, or both the faces of outside doors and windows , including grill of the said Flat which in the opinion of the Owner / Developer differs from the design and colour scheme of the Building or may affect the elevation in respect of the exterior walls of the Building. In case the Allottee shall require to put grills on the exterior part of his/her/its Flat, the design of the same shall be approved by Owner / Developer in advance but in no event the Allottee shall install any box type grills.
- xii. Not to subdivide the said Flat and/or parking space, if allocated, or any portion thereof.
- xiii. Not to make any structural addition and/or alteration such as in beams, columns, partition walls etc. in the said Flat except with the prior approval in writing of the Owner / Developer and with the sanction of Ahmedabad Municipal Corporation and/or concerned authority.
- xiv. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the constructions of the Building or any part thereof.
- xv. Not to install any air conditioners and/or exhaust fans, save and except at such places as are provided for the same or at such places as may be designated by the Owner / Developer.
- xvi. Not to use the said Flat or permit the same to be used for any purpose other than the approved purpose and/or for purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the Building or to the owners and occupiers of the neighboring Flats or for any illegal or immoral purposes.
- xvii. Not to park car scooter or any vehicle on the pathway or open spaces of the Building or at any other place except the space allotted in writing for car / scooter or any other motor vehicle parking.

[9] EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Owner / Developer shall be considered under a condition of Default, in the following events:

- (i) Owner / Developer fails to provide ready to move in possession of the Flat to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Flat shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Owner / Developer's business as a Owner / Developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Owner / Developer under the conditions listed above, Allottee is entitled to the following :-

- (i) Stop making further payments to Owner / Developer as demanded by the Owner / Developer. If the Allottee stops making payments, the Owner / Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Owner / Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Flat, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Owner / Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Flat.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the Owner / Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Owner / Developer on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 4 (four) consecutive months after notice from the Owner / Developer in this regard, the Owner / Developer shall cancel the allotment of the Flat in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

[10] CONVEYANCE OF THE SAID FLAT

The Owner / Developer, on receipt of complete amount of the Price of the Flat under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the Building Use Permission*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Owner / Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Owner / Developer is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

[11] DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Owner / Developer as per the agreement for sale relating to such development is brought to the notice of the Owner / Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Owner / Developer to rectify such defects without further charge, within 30 (thirty)

days, and in the event of Owner / Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

[12] BINDING EFFECT

12.1 Forwarding this Agreement to the Allottee by the Owner / Developer does not create a binding obligation on the part of the Owner / 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 Owner / Developer. If the Allottee fails to execute and deliver to the Owner / 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 Owner / Developer, then the Owner / Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) 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.

[13] ENTIRE AGREEMENT

This Agreement, along with its schedules, 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 Flat/building, as the case may be.

[14] RIGHT TO AMEND

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

[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 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 Promoter until the same is transferred as hereinbefore mentioned.

[17] After the Owner / Promoter executes this Agreement he shall not mortgage or create a charge on the [Unit] 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 Prospective Purchaser who has taken or agreed to take such [Unit/Building].

[18] PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEE

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 Allottee of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

[19] WAIVER NOT A LIMITATION TO ENFORCE

19.1 The Owner / Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Owner / Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owner / Developer to exercise such discretion in the case of other Allottee.

19.2 Failure on the part of the Owner / Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

[20] 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.

[21] 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 in Project, the same shall be in the proportion which the carpet area of the Flat bears to the total carpet area of all the Flat in the Project.

[22] FURTHER ASSURANCES

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

[23] PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Owner / Developer at the Owner / Developer's Office, or at some other place, which may be mutually agreed between the Owner / Developer and the Allottee. After the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution thereof, the said Agreement shall be registered before the office of the concerned Sub-Registrar of Assurances at

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Ahmedabad. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

This Agreement is executed in accordance with the provisions of section 13 of the Act and shall be presented for registration as per provisions of the Registration Act, 1908.

[24] NOTICES

That all notices to be served on the Allottee and the Owner / Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Owner / Developer by Registered Post at their respective addresses specified below :-

To the Allottee :-

Name and Address of Allottee as mentioned at the beginning of the Agreement

To the Owner / Developer :-

Name :- Aarcon Developers

Address : 25, Chandroday Society, Nr. Sardar Patel Stadium, Navrangpura, Ahmedabad-380 014.

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

JOINT ALLOTTEE

That in case there are Joint Allottee all communications shall be sent by the Owner / 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 Allottee.

[25] STAMP DUTY AND REGISTRATION:

25.1 All stamp fees, registration charges, Advocate fee and incidental expenses for and/or in relation to this Agreement and/or Conveyance of the said Flat in the said Project and also for any other assurances/deeds required to be made for in relation to the same, shall be paid by the Allottee.

[26] 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.

[27] DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion.

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.

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 AND DELIVERED BY THE LAND OWNER – KASHANA FLATS CO-OP. HOU. SOC. LTD. through its Chairman - Mr. Mustakali G. Munshi through his P.O.A. Holders – (i) Narendra C. Vora (ii) Zafarabbas I. Saiyed	} } } } } } } } } } }	
SIGNED, SEALED AND DELIVERED BY THE DEVELOPER Aarcon Developers through its Authorised Partner Narendra C. Vora	} } } } }	
Common Witnesses :- 1 _____ 2 _____		

-: Schedule-A :-

(Description of the immovable property)

All that immovable property bearing Flat No., admeasuring in aggregate about **Sq. Mtrs.** [Carpet Area as per RERA admeasuring about **Sq. Mtrs.** + Balcony, Wash & Verandah Area admeasuring in aggregate about **Sq. Mtrs.** attached thereto], situated on the **Floor** of the said “**Kashana**” scheme floated as per approved plans dated 15.11.2018 on the Residential N.A. land admeasuring in aggregate about 1067 Sq. Mtrs. comprising of (i) land admeasuring 497 Sq. Mtrs. bearing F.P. No. 886/2 of T.P. Scheme No. 3/6 & (ii) land admeasuring 570 Sq. Mtrs. bearing F.P. No. 886/3 of T.P. Scheme No. 3/6, both situated, lying and being at Mouje : Kocharab, Taluka : Sabarmati (Old Taluka : City) within the Registration Sub-District : Ahmedabad-4 (Paldi) and District : Ahmedabad. The said Flat is bounded as follows :-

On or towards the East	:	By
On or towards the West	:	By
On or towards the North	:	By
On or towards the South	:	By

-: Schedule-B :-

(Floor plan of the scheme/building)

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ANNEXURE-A

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

ANNEXURE-B

(Authenticated copy of the Registration Certificate of the Project
granted by the Real Estate Regulatory Authority)

ANNEXURE-C

(Specification and amenities for the Apartment)