

AGREEMENT FOR SALE

(WITHOUT POSSESSION)

THIS AGREEMENT FOR SALE (“AGREEMENT”) is entered into at Ahmedabad on this _____ day of _____, 2021:

BY AND BETWEEN

TANUJ RAJKUMAR PUGALIA, PAN: AFRPP 3942 A, adult, Indian Inhabitant, residing at D-1004, Asavari Towers, Behind Karnavati Bungalows, S G Highway, Satellite, Ahmedabad 380015, for the sake of brevities, hereinafter referred to as the

“Land Owner”, (which expression and manifestation shall unless it be repugnant to and inconsistent with the context or meaning thereof be deemed to admit, mean and include his heir(s), legal representative(s), executor(s), successor(s) and assign(s)) of the **First Part**.

AND

DINESH DEVELOPERS, PAN: AAKFD 4468 P, a Partnership Firm, having office at 103/1, Besides Maruti Showroom, Near Railway Crossing, National Highway No. 8, Naroda – represented through its Partner – Mr. Mahesh Karda (For the sake of brevities, hereinafter in this Deed referred to as "**Confirming Party**", which expression and manifestation shall unless it be repugnant to and inconsistent with the context or meaning thereof be deemed to admit, mean and include its successors and all persons claiming through the firm, the partners for the time being or from time to time constituting/ to constitute the firm, the survivor(s) of them and the heir(s), executor(s), administrator(s) and successor(s) of the last surviving partner) of the **Second Part**.

IN FAVOUR OF

1. (First Applicant) _____

PAN: _____, Aged Adult, residing at

2. (Second Applicant) _____

PAN: _____, Aged Adult, residing at

The individuals arrayed under serial numbers 1 and 2, for the sake of brevities, are hereinafter collectively referred to as the **“Allottee”** (which expression shall, wherever the context so requires or admits, mean and include his/ her/ their/ its heir(s), legal representative(s), successor(s)-in-interest, executor(s) and administrator(s) and in the case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the legal heir(s), executor(s) and administrator(s) of each of the partners and in

the case of a company or a body corporate its successor(s) and assign(s)) of the **Third Part**.

The Land Owner, the Confirming Party and the Allottee are hereinafter, where the context so permits, are collectively referred to as the “**Parties**” and severally as “**Party**”.

WHEREAS:

- A.** The Land Owner is the absolute owner and is lawfully seized and possessed of and is sufficiently entitled to all that piece and parcel of part land admeasuring about 1923 sq. mtrs. out of the land bearing Sub Plot No. 1 admeasuring in aggregate to 7139 sq. mtrs. of Final Plot No. 103/1, forming a part of the Town Planning Scheme No. 99 allotted in lieu of the land bearing (1) Survey No. 336 paiki admeasuring about 4047 sq. mtrs. (2) Survey No. 337/2 admeasuring about 7790 sq. mtrs. and (3) Survey No. 340 paiki admeasuring about 5130 sq. mtrs. situated within the limits of the Village: Naroda, Taluka: Asarva and District: Ahmedabad, (for the sake of brevities, hereinafter across the Deed is denoted as “**Subject Land**”), and more particularly evinced in the **First Schedule** hereunder written;
- B.** Originally, the Land Owner had acquired absolute ownership rights in the Subject Land vide a Sale Deed dated 7.10.2014 registered at the office of Sub-Registrar of assurances under serial no. 13962. The said event was mutated in the revenue records on 5.12.2014 vide entry no. 20350;
- C.** In view of the aforesaid, the Land Owner became the absolute, unequivocal and lawful owner of the Subject Land;
- D.** Thereafter, the Land Owner and the Confirming Party had entered into a joint development agreement dated 5.9.2018 registered at the Office of Sub-Registrar under serial no. 16673 (for the sake of brevities, hereinafter across the Deed is denoted as “**JDA**”) to develop a scheme of commercial units upon the Subject Land known by the name '**MANN TRADE SQUARE**' (for the sake of brevities, hereinafter across this Deed is indicated as the “**Scheme**”);
- E.** In the meanwhile, the Land Owner and Confirming Party has availed certain permissions and layouts to develop the Subject Land, and are desirous of

developing the Scheme on Subject Land proposed of Second Basement, First Basement Ground Floor to Third Floor, Stair Cabin and Lift Machine Room (for the sake of brevities, hereinafter across this Deed, the Subject Land with the aforementioned proposed construction thereon of the Scheme is indicated as the “**Larger Property**”). The development of the Larger Property shall be undertaken jointly by the Land Owner and the Confirming Parties herein under the JDA;

- F. In view of the aforesaid the Land Owner and the Confirming Party have agreed to convey their rights in the Subject Land read with the Larger Property pursuant to completion of the development of the Larger Property and receipt of building use permission;
- G. The Land Owner has also registered the Scheme under the provisions of the Real Estate (Regulation and Development) Act 2016 (“Act”) read with Gujarat Real Estate (Regulation and Development) (Matter Relating to the Real Estate Regulatory Authority) Rules, 2016, and the Deed is in accordance with the Gujarat Real Estate (Regulation and Development) (General), Rules 2017 (“Rules and Regulations”) and as the Act and Rules and Regulations as amended from time to time with the Real Estate Regulatory Authority at _____ under Registration no. _____ dated _____. The authenticated copy of the same is attached herewith as **Annexure “A”**;
- H. The Allottee has expressed his/ her/ their/ its willingness to purchase a single unit being the _____ Floor of carpet area admeasuring about _____ sq. meters in the said Scheme (hereinafter referred to as the “**said Unit**”) ~~along with _____ square meters of independent Stair and hydraulic mechanical car parking space(s) in the said Scheme~~ namely passage, foyer, stairs, lifts etc. as per layout plan dated _____ and _____ hydraulic mechanical car parking space(s) (“**Car park(s)**”) in the Scheme (detailed in **Annexure “B”**) for a consideration of INR _____/- (Rupees _____ Only) (hereinafter referred to as the “**Sale Consideration**”). The said Unit is more particularly described in the **Second Schedule** hereunder written and highlighted in the layout map dated _____ attached herewith as **Annexure “C”**. For the purpose of this Deed, the common areas, facilities and amenities alongwith Car park(s) is more specifically detailed in Annexure “B”. The said Unit is more particularly evinced and described in the Second Schedule hereunder;
- I. The carpet area of the said Unit is _____ square meters and exclusive areas of the said Unit is _____ square meters (hereinafter referred to as the “**Total**

Area”). For the purposes of this Deed (i) “Carpet Area” shall mean and include the net usable floor area of the said Unit, excluding the area covered by the external walls, areas under services shafts to the said Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Unit; (ii) “Exclusive Areas” means exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area appurtenant to the said Unit for exclusive use of the Allottee; and ; and (iii) **“Car park :** _____ parking (i.e. “Car Park(s)”);

- J.** The Allottee has/ have agreed to purchase the Unit for a consideration of INR _____ /- (Rupees _____ Only) i.e. Sale Consideration as detailed in **Third Schedule** hereunder;
- K.** The Allottee has/ have also agreed to pay the other charges towards the Unit as enlisted in Third Schedule hereto (hereinafter referred to as the **“Other Charges”**);
- L.** Thereafter, pursuant to an application by the Allottee, the Land Owner has issued the Letter of Allotment dated _____, thereby allotting the Unit to the Allottee herein;
- M.** The authenticated copies of Certificate of Title/ Report issued by the attorney at law or advocate of the Land Owner and the Confirming Party, authenticated copies of property card or extract of Village Forms 7/12, 8A & Form No. 6 or any other relevant revenue/ city survey/ municipal records showing the nature of the title of the Land Owner to the Subject Land on which the Unit are/ is constructed or are/ is to be constructed and the sanctioned and authenticated copies of the lay-out plans, designs and specifications prepared by Land Owner’s and the Confirming Party’s Architect i.e. Messrs. _____ and of such other documents as are specified under the relevant laws have/ has also been inspected by the Allottee and the Allottee is/ are satisfied in respect thereof;
- N.** The Allottee has conducted an independent due diligence exercise and is satisfied about the title of the Scheme, Subject Land and permissions so far granted by the concerned authorities and have conducted a site visit and acquainted himself/ herself/ itself/ themselves with the site of the Unit;
- O.** Prior to the execution of these presents the Allottee has/ have paid to the _____ a sum of INR _____/- (Rupees _____ Only), being part payment of the Sale Consideration of the Unit (hereinafter referred to as the **“Earnest Money”**) and hereby agreed to be sold and

conveyed by the Land Owner and the Confirming Party to the Allottee as an advance payment or application fee (the payment and receipt whereof the _____ hereby admits and acknowledges) and the Allottee has/ have agreed to pay to the _____, balance of the Sale Consideration in the manner hereinafter appearing;

- P.** Under section 13 of RERA, the Land Owner is required to execute a written Agreement For Sale of Unit with the Allottee, being in fact these presents and also to register this Agreement under The Registration Act, 1908;
- Q.** The Allottee has/ have agreed to acquire and purchase the Unit [alongwith the covered parking, (if applicable)] with full notice of the terms, provisions, covenants and conditions hereinbefore recited and as mentioned in the application form, the allotment letter and also subject to the terms and conditions hereinafter contained; and
- R.** The Parties are desirous of recording the terms and conditions on which the Land Owner and the Confirming Party have agreed to sell the Unit [alongwith the covered parking, (if applicable)] to the Allottee and the Allottee have/ has agreed to purchase the Unit [alongwith the covered parking, (if applicable)] from the Land Owner and the Confirming Party and therefore, the Parties have entered into this Agreement For Sale without possession on the terms and conditions more particularly set out herein without any prejudice to each other:

NOW THIS AGREEMENT WITNESSETH and in consideration of mutual promises and covenants, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged and agreed to by the Parties, and the Parties have agreed to execute these presents as under:

The Recitals hereinabove contained shall constitute an integral part of this Agreement.

1. Sale Area:

- (a) The Land Owner alongwith the Confirming hereby agrees to sell, assign and transfer to the Allottee and the Allottee hereby agrees to purchase and acquire from the Land Owner alongwith the Confirming,

all the Land Owner's and the Confirming Party's share, right, title and interest in the said Unit i.e. single unit being the _____ Floor of carpet area admeasuring about _____ square meters alongwith exclusive area of the said Unit admeasuring about _____ square meters i.e. the Total Area forming a part of the Scheme i.e. "MANN TRADE SQUARE" ~~alongwith~~ square metres of undivided share in the Subject Land alongwith proportionate right in common areas of the Scheme namely passage, foyer, stairs, lifts etc. as per layout plan and _____ hydraulic mechanical car parking space(s) i.e. Car park(s) in the Scheme TO HOLD and TO ENJOY the same and every part thereof unto and to the use of the Allottee absolutely and forever. The Parties hereby declare that hereafter the Allottee shall be the absolute, lawful and true owner of the said Unit and shall hold and enjoy the said Unit absolutely and exclusively and enjoy and use the common areas of the Larger Property like passage, foyer, stairs, lifts etc. in common along with all other Allottees/ co-owners.

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- (b) With respect to the specifications, fixtures and fittings like the flooring, sanitary fittings and amenities regarding the Unit to be provided by the Land Owner and the Confirming Party in the Scheme and the said Unit as are set out in **Annexure "D"**, annexed hereto or its equivalent thereof, which have been confirmed by the Allottee and the Allottee shall not raise a dispute in this regard.
- (c) Further, the Sale Consideration as mentioned above excludes taxes, and taxes include Goods and Services Tax, Krishi Kalyan Cess, land under construction tax, property tax, Swachh Bharat Cess, Local Body Tax or other taxes, duties, cesses, levies, charges which are leviable or becomes leviable under the provisions of the relevant laws or any amendments thereto pertaining or relating to the sale of Unit. Taxes shall be paid by the Allottee upon the demand made by the Land Owner and/ or the Confirming Party within 7 (seven) working days, and the Allottee shall indemnify and keep indemnified the Land Owner and the Confirming Party from and against the same.
- (d) The amount as depicted towards Sale Consideration is escalation-free, save and except escalations, due to an 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.

- (e) It is agreed by the Allottee that the construction has been computed based on Carpet Area of the Unit being ascertained and consideration is accordingly arrived at. The Allottee agrees that the calculation of Carpet Area in respect of the Unit is based upon the calculations at this stage and may undergo minor variation at the time of final completion of construction of the Unit i.e. when the occupancy/ building use certificate has been granted by the competent authority. The Land Owner agrees that the variation in the Carpet Area contemplated herein shall not be more than 3% (as statutorily amended from time to time under permissible in the act, rules and regulations and applicable laws and relevant laws at the appropriate point of time). The Allottee hereby agrees that any such change/ revision in the Carpet Area of the Unit is acceptable and binding upon him/ her/ them/ it. Further, if the case be needed, the total price payable for the Carpet Area shall be recalculated upon confirmation by the Land Owner and in furtherance thereto, if there is any reduction in the Carpet Area within the defined limit, then the Land Owner shall refund the excess money paid by Allottee within 45 (forty-five) days from the date when such an excess amount was paid by Allottee, and correspondingly, if there is any increase in the Carpet Area allotted to Allottee, the Land Owner shall demand additional amount from the Allottee as per the next installment aligned in the payment schedule under Third Schedule. All these monetary adjustments shall be made at the same rate per square metre as agreed under this Agreement.
- (f) The Allottee hereby confirms and declares that the Land Owner and the Confirming Party has the right to adjust/ appropriate all payments made by him/ her/ them/ it under any head(s) of dues against any lawful outstanding amounts, if any, in his/ her/ their/ its name as the Land Owner and the Confirming Party may in its sole discretion deem fit and the Allottee undertake not to object/ demand/ direct the Land Owner and the Confirming Party to adjust his/ her/ their/ its payments in any manner.
- (g) The Allottee shall be entitled to use the Unit as per the user approved in sanction plan of the said Scheme and that the Allottee shall not do or omit to do anything which may amount to change of user.

- (h) It is made clear by the Land Owner and the Confirming Party and the Allottee agrees that Unit along with Car Park(s) shall be treated as a single indivisible Unit for all purposes.

2. **Alterations and Modifications:**

- (a) The Land Owner and the Confirming Party 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 plans or thereafter and shall, before handing over possession of the Unit to the Allottee, obtain from the concerned local authority occupancy and/ or completion certificates in respect of the Unit.
- (b) Time is essence for the Land Owner and the Confirming Party as well as the Allottee. The Land Owner and the Confirming Party shall as far as possible within its domain abide by the time schedule for completing the Scheme over the Subject Land and handing over the Unit to the Allottee and the Building Use Certificate or the completion certificate or both, as the case may be. Similarly, the Allottee is required make timely payments of the installment and other dues payable by him/ her/ them/ it and meeting the other obligations under the Agreement for the timely completion of construction by the Land Owner and the Confirming Party as set out in this Agreement.

3. **Sale Consideration:**

- (a) The Sale Consideration of the Unit is INR _____/- (Rupees - _____ Only). As on the date hereof the Allottee has paid a sum of INR _____/- (Rupees _____ Only) towards Earnest Money and being part payment of the Sale Consideration. The Allottee hereby agree to pay to the Land Owner the balance amount of the Sale Consideration of INR _____/- (Rupees - _____ Only) (hereinafter referred to as the **“Balance Sale Consideration”**) for the purchase of the Unit in the manner set out in the Third Schedule hereunder written.
- (b) The Allottee further agrees to pay the Land Owner and/ or the Confirming Party a sum of INR _____/- (Rupees _____

Only) towards other charges as set out in Third Schedule to this Agreement i.e. Other Charges.

- (c) The Allottee shall on demand pay to the Land Owner and/ or the Confirming Party applicable sum of amount towards meeting all legal costs, charges and expenses, including professional costs of Advocates/ Solicitors of the Land Owner and/ or the Confirming Party in connection with formation of the society by the organization of Allottees and for preparing its rules, regulations, by-laws, etc. and the cost of preparing and engrossing the conveyance.
- (d) The Allottee shall not raise any dispute or object to the sale price that may be settled between the Land Owner and/ or the Confirming Party and other allottees of units in the Scheme developed on the Subject Land.
- (e) For the purpose of facilitating the payment of the Sale Consideration the Allottee shall be entitled to apply for and obtain financial assistance from Banks/ Financial Institutions. In no event, the Land Owner and/ or the Confirming Party shall assume any liability and/or responsibility for any loan and/ or financial assistance which the Allottee may obtain from such Bank/ Financial Institutions.
- (f) The Allottee will comply with its/ his/ her/ their responsibility under various acts and regulations, including Income Tax provisions/ Tax Deduction at source and shall indemnify the Land Owner and/ or the Confirming Party from any non-compliance on its part.
- (g) The Land Owner and/ or the Confirming Party may at its sole discretion permit for a rebate towards the early payments of equal installments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective installment has been paid pre-scheduled. The provision for sanction of the aforesaid rebate and rate of rebate shall not be subject to any revision/ withdrawal, when granted to an Allottee by the Land Owner and/ or the Confirming Party.

4. Completion of Sale & Possession:

- (a) Notwithstanding anything contained herein, the completion of sale and the possession shall take place only upon:

- (i) completion of construction of the Scheme and/or the Unit is ready for occupation; and
 - (ii) receipt of the Completion Certificate/ Occupation Certificate/ Part Occupation Certificate/ Building Use Permission as required to be obtained under prevailing law has been provided by competent authority; and
 - (iii) receipt of the Sale Consideration & taxes from the Allottee as set out in the Third Schedule; and
 - (iv) receipt of Other Charges as mentioned in Third Schedule hereto along with the interest on late payments; and
 - (v) receipt of all amounts required to be paid by the Allottee for any additional amenities for the Unit; and
 - (vi) execution and registration of the sale deed by affixing necessary stamp duty and payment of registration fee, legal charges and other incidental charges by the Allottee.
- (b) The ownership rights to the Unit shall vest in the Allottee only after all the conditions for the completion of sale as set out in this Agreement are satisfied. The possession of the Unit shall be handed over to the Allottee on acquiring the ownership rights to the Unit.
- (c) All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules **(“Interest”)** from the date they fall due till the date of receipt/realization of payment by the other Party.
- (d) Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
- (e) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Land Owner and/ or the Confirming Party at his/ her/ its/ their option in the Scheme and the Unit as are set out in Annexure “D”, annexed hereto.

5. **Additional Rules:**

- (a) The lobbies, entrances and stairways of the Scheme shall not be obstructed or used for any purpose other than ingress to and egress from the said Unit.
- (b) No Allottee shall make or permit any activity amounting to nuisance which will interfere with the rights, comfort or convenience of other Allottees. No Allottee shall use any loud speaker in the Unit if the same shall disturb or annoy other occupants of the said Scheme and Larger Property.
- (c) The Allottee shall keep the said Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, balconies thereof any dirt or other substances.
- (d) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the said Scheme and Larger Property except such, as shall have been approved by the Land Owner/ Organization of Allottees and/ or the Confirming Party, nor shall anything be projected out of any window of the said Scheme and Larger Property without similar approval. The signage or board on the permitted periphery shall be installed only upon prior approval of the quality, size, specification of signage or board and the Land Owner and/ or the Confirming Party shall have a right to seek modification to the such signage or board considering the aesthetics, décor and outer appearance of the said Scheme and the Larger Property and the Allottee shall be obliged to undertake such modifications at their risk and cost.
- (e) No television aerial shall be attached to or hung from the exterior of the said Unit.
- (f) Garbage and refuse from the said Unit shall be deposited in such place only in the said Scheme and Larger Property and at such time and in such manner as the society/ limited company/ association may direct.
- (g) No vehicle belonging to a Allottee or to a client/ customer, member of the family or guest, tenant or employee of the Allottee shall be parked

in the open space or in such manner as to impede or prevent ready access to the entrance of the said Scheme and Larger Property.

- (h) These rules may be added to, amended or repealed at any time by the Land Owner and/ or the Confirming Party / society/ limited company/ association.

6. Possession of the Unit:

- (a) ~~The Land Owner alongwith the Confirming Party may complete the Scheme or any part or portion thereof and obtain full occupation certificate thereof and give possession of the Unit therein to the Allottee and the other units/ s to the acquirers of such units/ s and the Allottee herein shall have no right to and shall not object to the same and the Allottee hereby gives his/ her/ its/ their specific consent to the same. If the Allottee is offered possession of the Unit in such part or completed portion of the Scheme, the Land Owner alongwith the Confirming Party and/ or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work of the Scheme in which the Unit is situated and if any inconvenience, hardship, disturbance or nuisance is caused to the Allottee, the Allottee shall not protest object to or obstruct the execution of such work nor the Allottee shall be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him/ her/ it/ them or any other person/s.~~ **---Deleted---**

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- (b) The Land Owner alongwith the Confirming Party shall offer possession of the Unit to the Allottee, after obtaining the Occupancy Certificate/ Building Use Permission for the Unit on or before **31-03-2022** day of **_____**, 20**_____** (“**Delivery Date**”) subject to the Allottee being in compliance of all its obligations under this Agreement including timely payments of amounts. Upon the said Unit being ready for possession and occupation the Land Owner and/or the Confirming Party shall issue the possession notice to the Allottee of the Unit. If the Land Owner alongwith the Confirming Party fails or neglects to give possession of the Unit to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Land Owner alongwith the Confirming Party shall be liable on demand to refund to

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- the Allottee the amount already received by it in respect of the Unit with Interest at the same rate as may mentioned in above from the date the Land Owner and/or the Confirming Party received the sum till the date of the amounts and Interest thereon is repaid.
- (c) Provided that the Land Owner alongwith the Confirming Party shall be entitled to reasonable extension of time for giving delivery of the Unit on the Delivery Date, if the completion of Scheme in which the Unit is to be situated is delayed on account of –
- (i) war, civil commotion or act of God; and
 - (ii) any notice, order, rule, notification of the Government and/ or other public competent authority/ Court.
- (d) Further, in the event the Land Owner is unable to offer possession of the Unit on or before the Delivery Date for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Allottee, the Land Owner alongwith the Confirming Party shall refund the amounts received from the Allottee along with applicable Interest from the date of payment of such amount till refund thereof. Post such refund by the Land Owner alongwith the Confirming Party to the Allottee, the Allottee agrees and acknowledges that the Allottee shall not have any right, title interest in the Unit, and the Land Owner alongwith the Confirming Party shall be entitled to deal with the same at its sole discretion.

7. **Method of Taking Possession:**

- (a) The Allottee shall take possession of the Unit within 15 (fifteen) days from the date Land Owner alongwith the Confirming Party offering possession of the Unit, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Land Owner alongwith the Confirming Party shall give possession of the Unit to the Allottee after obtaining the Occupancy Certificate/ Building Use Permission for the Unit on or before ~~31-03-2022~~ (“Delivery Date”)31-03-2022, subject to the Allottee being in compliance of all its obligations under this Agreement including timely payments of amounts. Upon receiving possession of

the Unit or expiry of the said 15 days from offering of the possession ~~("Possession Date")~~, the Allottee shall be deemed to have accepted the Unit, in consonance with this Agreement, and shall thereafter, not make any claim/s, against the Land Owner and/or the Confirming Party, with respect to any item of work alleged not to have been carried out or completed. The Allottee expressly understands that from such date, the risk and ownership to the Unit shall pass and be deemed to have been passed to and vested upon the Allottee.

- (b) The Allottee hereby agrees that in case the Allottee fails to respond and/or neglects to take possession of the Unit within the time stipulated by the Land Owner alongwith the Confirming Party, then the Allottee shall in addition to the above, pay to the Land Owner and/or the Confirming Party applicable maintenance charges towards upkeep and maintenance of the common facilities (if any payable) for the period of such delay. During the period of said delay the Unit shall remain locked and shall continue to be in possession of the Land Owner alongwith the Confirming Party but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.
- (c) The Allottee hereby agrees that in case the Allottee fails to respond and/or neglects to take possession of the Unit within the aforementioned time as stipulated by the Land Owner alongwith the Confirming Party and/or cancel/ terminate this Agreement, then the Land Owner alongwith the Confirming Party shall also be entitled to reserve its right to forfeit the entire amounts received by the Land Owner and/or the Confirming Party towards the Unit along with interest on default in payment of installments (if any), applicable taxes and any other charges/ amounts. The Allottee further agrees and acknowledges that the Land Owner's alongwith the Confirming Party's obligation of delivering possession of the Unit shall come to an end on the expiry of the time as stipulated by the Land Owner alongwith the Confirming Party and that subsequent to the same, the Land Owner alongwith the Confirming Party shall not be responsible and/or liable for any obligation towards the Allottee for the possession of the Unit .

8. **Formation and Working of Organization of the Allottees:**

- (a) The Land Owner alongwith the Confirming Party shall form appropriate co-operative service society under rules and regulations of the Gujarat Cooperative Societies Act, 1961 as statutorily amended from time to time or a company incorporated under Section 8 of the Companies Act of 2013 as statutorily amended from time to time (**“Organization of Allottees”**) which shall formulate the rules, regulations and by-laws of such Organization of Allottees of the allottees of the Unit alongwith other units developed in the Scheme on the Subject Land and the Allottee shall be admitted to the membership of such Organization of Allottees. The Allottee along with other allottees of the units in the Scheme shall join in forming and registering the society being the Organization of Allottees for the purpose of maintenance, management and administration of the Scheme and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society being the Organization of Allottees and for becoming a member, including the by-laws of the proposed society being the Organization of Allottees and duly fill in, sign and return to the Land Owner and/or the Confirming Party within 7 (seven) days of the same being forwarded by the Land Owner and/or the Confirming Party to the Allottee, so as to enable the Land Owner and/or the Confirming Party to register the common society/ company being the Organization of Allottees. No Objection shall be taken by the Allottee if any, changes or modification are made in the draft by-laws, or the memorandum and/or articles of association, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other competent Authority. The Allottee shall on demand pay the applicable sum of amount towards meeting all legal cost, charges and expenses, including professional costs of Advocates/ Solicitors of the Land Owner alongwith the Confirming Party in connection with formation of the Organization of Allottees and for preparing its rules, regulations, by-laws, etc. and the cost of preparing and engrossing the conveyance.
- (b) Within 15 (fifteen) days after notice in writing is given by the Land Owner and/or the Confirming Party to the Allottee that the Unit is ready for use and occupancy from the date of the procurement of the building use permission, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the Unit)

of outgoings in respect of the land and buildings 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 Scheme and Subject Land.

(c) The Allottee acknowledges that amount of Common Area Maintenance Charges shall be utilized as under:

(i) For the purpose of this Agreement, maintenance charges will be applicable at the time of possession and will be utilized for maintenance of Building, society being the Organization of Allottees and/or the Scheme. Amount of maintenance charges shall be handed over to society being the Organization of Allottees as more specified in Annexure “D”.

PROVIDED THAT in the event, amount of maintenance charges is not sufficient to meet the maintenance expenses and outgoings of the Building, and/or the Scheme, the Allottee shall contribute such amount, as may be required by the Organization of Allottees so as to meet the aforesaid maintenance expenses and outgoings in monthly, quarterly or any installments as required. The Allottee shall within seven days of the receipt of demand notice from the Organization of Allottees make payments towards aforesaid proportionate maintenance charges for the maintenance of the Building and/ or the Scheme.

(ii) Any unutilized amount standing to the credit of the Organization of Allottees, at the time of handing over of the maintenance of the Scheme to the competent authority as per applicable law, after deducting there from all expenses and outgoings incurred by the Organization of Allottees from the maintenance advance, shall be handed over by the Organization of Allottees.

(d) In the event of the Organization of Allottees being formed and in the event of Allottee being admitted as a member of the Organization of Allottees before the sale of all the units in the Building, the powers and authorities of the Organization of Allottees of the units in the

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Building/s shall be subject to the overall control of the The Land Owner alongwith the Confirming Party in respect of any of the matter concerning the Building. The The Land Owner alongwith the Confirming Party shall have absolute authority and control as regards the disposal of the unsold units or the units of which the agreement is cancelled at any stage for any reason whatsoever, and all the allottees of such units shall be admitted as member of the Organization of Allottees with the same rights, same benefits and subject to same obligation as the Allottee and the other members of the Organization of Allottees may be entitled/ liable to any reservation of condition whatsoever and the Allottee hereby agrees to give consent to admit such Allottee as the members of the Organization of Allottees without raising any objection whatsoever and without demanding any additional amounts except share money. Further, the Land Owner alongwith the Confirming Party may become a member of the Organization of Allottees to the extent of the unsold/ un-allotted unit/ covered car parking space in the Building.

~~(e)~~(e) At the time of registration of conveyance or lease as aligned in clause 9 below of the Unit of the Scheme, the Allottee shall pay to the Land Owner and/or the Confirming Party, the Allottee's share of stamp duty and registration charges payable, by the Organization of Allottees on such conveyance or lease or any documents or instruments of transfer towards this conveyance.

9. **Conveyance:**

Upon completion of the entire development of the Scheme, the Land Owner alongwith the Confirming Party has the right to convey the common areas and facilities appurtenant to the said Scheme alongwith the land beneath the superstructure to the Organization of the Allottees (if required under the relevant laws at the relevant period in time).

10. **Outgoings:**

From the Possession Date, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the Subject Land and Scheme namely local taxes, betterment charges or such other levies by the concerned

local authority/ Ahmedabad Municipal Corporation/ AUDA and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Scheme.

11. Defect Liability Period:

- (a) If the Allottee brings to the notice of the Land Owner alongwith the Confirming Party any structural defect in the Unit in the Scheme and the Scheme within a period of 5 years stipulated under the relevant laws, it shall wherever possible, be rectified by the Land Owner alongwith the Confirming Party without further charge to the Allottee. However, Parties agree and confirm that the decision of the Land Owner's alongwith the Confirming Party's architect shall be final in deciding whether there is any actual structural defect in Unit in the Scheme and the Scheme or defective material being used or regarding workmanship, quality or provision of service, wherever possible such defects shall be rectified by the Land Owner alongwith the Confirming Party at its own cost and in case it is not possible to rectify such defects, then Allottee shall be entitled to receive from the Land Owner alongwith the Confirming Party, compensation for such defect in the manner as provided under the RERA and relevant laws therein. Provided that the Land Owner alongwith the Confirming Party 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 Land Owner alongwith the Confirming Party or beyond the control of the Land Owner alongwith the Confirming Party.
- (b) After the Possession Date, any damage due to wear and tear of whatsoever nature is caused thereto (save and except the defects as mentioned in Clause 11 (a), the Land Owner alongwith the Confirming Party shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his/ her/ its/ their own costs.

12. Covenants, Representations & Warranties:

The Land Owner and the Confirming Party doth hereby represents, warrants, covenants and undertakes as under:

- (a) The Land Owner is the absolute owner and is in the lawful possession of the Subject Land and has a clear and marketable title with respect to the Subject Land; and the Confirming Party alongwith the Land Owner have the requisite rights to carry out development upon the Subject Land for the implementation commercial Scheme of MANN TRADE SQUARE being developed as the Larger Property;
- (b) The Land Owner and the Confirming Party have good right, full power and absolute authority to enter into this Agreement for the sale of the Unit to the Allottee;
- (c) The Land Owner and the Confirming Party shall construct the Scheme in accordance with the layout, plans, designs, specifications approved by the concerned local authority and which have been provided to the Allottee, with such variations and modifications as the Land Owner and the Confirming Party may consider necessary on final approval of the Subject Land or otherwise as required by the concerned authority;
- (d) The Land Owner and the Confirming Party have lawful rights and requisite approvals from the competent authorities to carry out development of the Subject Land and shall obtain requisite approvals from time to time to complete the development of the Subject Land;

(e) The Land Owner and the Confirming Party hereby declares that the Floor Space Index ("FSI") available as on date in respect of the Subject Land is 7139 square metres only and the Land Owner and the Confirming Party have availed FSI of 5711.20 square metres of premium FSI and therefore, planned to utilize a total FSI of 12850.20 square metres and if any FSI is made available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future on modification to Development Control Regulation, which are applicable to the Scheme. Pursuant thereto, the Allottee hereby specifically agrees and consents that the Land Owner and the Confirming Party shall be entitled to consume the balance FSI, if any, and also additional FSI as and when available by constructing additional buildings and structures so as to avail of the full FSI without any further intimation to or consent of the Allottee. After

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the issuance of building use permission from the concerned authority
the Land Owner and the Confirming Party shall not have any claim
over the existing balance unutilized FSI as well as any incremental FSI
available to ~~of [●]~~ square metres which is to be utilized for the Scheme
to be developed on the Subject Land, and rights thereto shall after the
aforementioned FSI is utilized, the Land Owner and the Confirming
Party shall have no rights over any additional FSI or terrace rights, and
such rights if any shall vest with the Organization of Allottees or the
purchasers of the units developed in the Scheme.

~~(e)~~(f) There are no encumbrances upon the Subject Land except those disclosed by the Land Owner and/or the Confirming Party, if any;

~~(f)~~(g) There are no litigations pending before any Court of law or any other forum with respect to the Subject Land or the Scheme except those disclosed by the Land Owner and/or Confirming Party, if any;

~~(g)~~(h) All approvals, licenses and permits issued by the competent authorities with respect to the Unit in the Scheme and Subject Land 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 Unit in the Scheme and Subject Land shall be obtained by following due process of law and the Land Owner and the Confirming Party has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Unit in the Scheme and Subject Land and common areas and facilities; and

~~(h)~~(i) 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 Subject Land) have been received or served upon the Land Owner and/or the Confirming Party in respect of the Subject Land and/or the Scheme except those disclosed by the Land Owner and the Confirming Party, if any.

The Allottee doth hereby represents, warrants, covenants and undertakes as under:

- (a) On or before delivery of possession of the Unit pay to the Land Owner and/or the Confirming Party, the Balance Sale Consideration, proportionate share of taxes, Other Charges as decided by the Land Owner and/or the Confirming Party i.e. the amount towards share money, legal charges, society admission fee, as fixed by the Land Owner and/or the Confirming Party and any such amount agreed upon in these presents;
- (b) Pay the applicable stamp duty, registration charges Legal/ Advocate charges and other incidental expenses payable, at the time of registration of this Agreement and the Sale Deed whenever the same is executed;
- (c) Shall use the said Unit or any part thereof or permit the same to be used only for commercial purpose and shall not use it for any other purpose(s) whatsoever. The Allottee shall use the allotted parking space only for purpose of keeping or parking his/ her/ their/ its vehicle;
- (d) Shall not protest, object to or obstruct the execution of the construction work nor the Allottee shall be entitled to claim any compensation and/ or damages and/ or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him/ her/ it/ them or any other person/s, for any inconvenience, hardship, disturbance or nuisance caused to the Allottee during the construction of the Scheme by the Land Owner and/or the Confirming Party;
- (e) Not to interfere with the rights of the Land Owner and/or the Confirming Party to construct at such locations, as it may from time to time decide, any additional buildings/ structures, sub-stations for electricity or office for management of the new building/s and build underground and overhead tanks structures for watchman cabin toilet units for domestic servants/watchmen, septic tank, soak pits and other structures the locations of which are not particularly marked or shown in the building plans or layout plans and laying through or under or over the ground or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any of the buildings and other structures which are to be developed and constructed by the Land Owner and/or the Confirming Party, and raise any dispute in the Court

by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise. Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/ assignment/ declaration/ deeds of Unit to be executed in respect of the sale/ transfer of units/ s in the Scheme to be constructed on the Subject Land. The Allottee hereby expressly consents to the same;

- (f) Not to raise any requisition for further documents or objection to the title and/ or the rights of the Land Owner and/or the Confirming Party in relation to the Subject Land on any ground whatsoever;
- (g) Pay proportionate or full amount as the case may be towards deposit, services charges, supervision charges and any other such statutory demand from the government authorities for providing electrical power, energy meters, water connection, sewerage and drainage connection etc. as applicable, in addition to the agreed consideration of the Unit;
- (h) Pay to the Land Owner and/or the Confirming Party, Other Charges including but not limited to share money, society admission fee, proportionate share of taxes, cess, electricity charges, Ahmedabad Municipal Corporation/ AUDA charges, statutory dues etc. on actuals and the legal charges within 7 (seven) days of demand thereof by the Land Owner and/or the Confirming Party as mentioned in Third Schedule;
- (i) Confirm/ declare that he/she/ it/ them has agreed to purchase the Unit after due verification of all the relevant aspects and has satisfied himself/ herself/ itself/ themselves in this regard;
- (j) Confirm/ declare that any refund to be made under this Agreement by the Land Owner and/or Confirming Party to the Allottees, shall be made in favour of the First Applicant (in case of more than one applicant/ Allottee) of the Unit. Such refund by the Land Owner and/or the Confirming Party in favour of the First Applicant shall be deemed to be made in favour of all the applicants/ Allottees of the Unit and all the applicants of the Unit shall adjust the refunded amount as per their internal understanding. The Parties hereby agree to this mode of refund by the Land Owner and/or the Confirming Party and further state and confirm that this mode of refund shall absolutely

discharge the liability of the Land Owner and/or the Confirming Party against the remaining applicants/ Allottees of the Unit;

- (k) To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the Scheme in which the Unit is situated which may be against the rules, regulations or by-laws or change/alter or make addition in or to the Scheme in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required;
- (l) The Allottee agrees and undertakes to maintain and not to do anything which has the effect of affecting the structural stability of the Scheme and also not to store or bring and allow to be stored and brought in the Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Scheme or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner. The Allottee shall not do or cause anything to be done in or around the Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Unit or adjacent to the Unit. The Allottee shall not make in the Unit any structural additions and/or alterations to the beams, columns, partition walls, shear walls, etc. or improvements of a permanent nature. If the Allottee demolishes, punctures, and/or in any other way alters the existing walls and/ or add or in any way put up a new concrete or masonry structure/ partition in the Unit the stability of the Scheme will be endangered, as the building structure is not designed to take such load. The Allottee further indemnifies the Land Owner and/or the Confirming Party that in the event of happening of any of the events as mentioned above, the Allottee would be solely responsible for the same;
- (m) The Allottee hereby declares that he/ she/ they/ it has gone through this Agreement and all the documents relating to the Subject Land/ Scheme and has/ have expressly understood the contents, terms and conditions of the same and the Land Owner and/or the Confirming Party has entered into this Agreement with the Allottee relying solely on the Allottee agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this

Agreement and on part of the Allottee to be observed, performed and fulfilled and complied with and therefore, the Allottee hereby jointly and severally (as the case may be) agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all hereafter, the Land Owner and/or the Confirming Party and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee;

- (n) To carry out at his/ her/ their/ its own cost all internal repairs to the Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Land Owner and/or the Confirming Party to the Allottee and shall not do or suffer to be done anything in or to the Scheme in which the Unit is situated which may be contrary to the rules and regulations and bylaws of the society/ 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;
- (o) Not to demolish or cause to be demolished the Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme and façade of the Scheme in which the Unit is situated and shall keep the portion sewers, drains and pipes in the Unit and the appurtenances thereto in a good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Scheme in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, piers or other structural members in the Unit without the prior written permission of the Land Owner and/or the Organization of Allottees and in case the Allottee shall require to put grills on the exterior part of his/her/its Unit, the design of the same shall be approved by Land Owner and/or the Organization of Allottees in advance but in no event the Allottee

shall install any box type grills without the prior written permission of the Land Owner and/or the Organization of Allottees;

- (p) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Subject Land and the Scheme in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (q) The common areas and facilities, lobbies, entrances and stairways of the Scheme shall not be obstructed or used for any purpose other than ingress to and egress from the Unit;
- (r) Pay to the Land Owner and/or the Confirming Party within 7 (seven) days of demand by the Land Owner, his/ her/ it/ them share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Scheme in which the Unit is situated;
- (s) 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 Unit by the Allottee for any purposes other than for purpose for which it is sold;
- (t) 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 Unit until all the dues payable by the Allottee to the Land Owner under this Agreement are fully paid up;
- (u) The Allottee shall observe and perform all the rules and regulations which the society 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 Scheme and the units therein and for the observance and performance of the building rules, regulations and bylaws 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 Organization of Allottees regarding the occupancy and use of the Unit in the Scheme and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

- (v) The Allottee shall permit the Land Owner and their surveyors and agents, with or without workmen and other at all reasonable times, to enter into and upon the Subject Land and Scheme or any part thereof to view and examine the state and condition thereof;
- (w) The Allottee hereby confirms and acknowledges that the specifications mentioned in the advertisement/ communications or the sample Unit mock unit and its colour, texture, the fittings/ fixtures or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The Allottee has/have not relied on the same for his/ her/ their/ its decision to acquire Unit in the Scheme and also acknowledges that the Allottee has/ have seen all the sanctioned Layout plans and time schedule of completion of the Scheme;
- (x) The Allottee undertakes that the Allottee has/ have taken the decision to purchase the Unit out of his/ her/ their own free will, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by the Land Owner and/or the Confirming Party in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement;
- (y) Save and except the information/ disclosure contained herein the Allottee confirms and undertakes to not to any make any claim against Land Owner and/or the Confirming Party or seek cancellation of the Unit or refund of the monies paid by the Allottee by reason of anything contained in other information/ disclosure not forming part of this Agreement including but not limited to publicity material/ advertisement published in any form or in any channel;
- (z) The Allottee agrees and undertakes that the Land Owner alongwith the Confirming Party shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Unit and/ or Car Park(s) by concerned authorities due to non-payment by the Allottee or any other unit Allottee of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments;

- (aa) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Unit or of the said Subject Land and the Scheme or any part thereof. The Allottee hereby agrees that the Allottee shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, spaces, will remain the property of the Land Owner alongwith the Confirming Party until the same is transferred as hereinbefore mentioned;
- (bb) not to do anything which causes damage or is likely to jeopardize the safety of the Unit and the Scheme which shall reduce the value thereof or impairs the easement or add any material structure or excavate any additional basement or cellar of the Scheme in which the Unit is constructed or the Unit itself or any part/s thereof or damage any other structure of the Scheme in which the Unit is situated and any damage caused to the Scheme or to the Unit on account of negligence or default of the Allottee, the Allottee shall be liable for the consequences thereof;
- (cc) bear and pay all present and future applicable taxes/ levies/ cesses and/or any increase thereto including GST, local taxes, water charges, insurance, duties, cess and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, as and when demanded by the Land Owner and/or the Confirming Party including but not restricted to tax on sale of units/ s by the Land Owner and/or the Confirming Party or on account of change of user of the Unit by the Allottee;
- (dd) That the Allottee hereby undertakes to sign all necessary undertakings, affidavits, bonds, declarations, confirmations required in the same concern as well as regarding any of the covenants agreed under this Agreement. Furthermore, all the terms and conditions as well as all the bindings / undertakings of such documents signed by the Allottee shall be binding upon the transferees / assignees / successors / tenants and future owners and occupiers and users of the Unit;
- (ee) The Allottee hereby confirms not to subdivide the Unit, servant quarter and/or parking space, if allocated, or any portion thereof;
- (ff) The Allottee hereby confirms not to discharge into any conducting medial any oil or grease or discharge solid or semi-solid waste into the

- waste and soil discharge lines or discharge any harmful effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting medial or drainage of the said Scheme;
- (gg) The Allottee hereby confirms 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 construction of the Scheme or any part thereof;
- (hh) The Allottee hereby confirms not to fix or install any antenna on the roof or terrace of the Scheme or any part of the Scheme nor shall fix any window antenna except the demarcated area provided by the Land Owner and/or the Confirming Party;
- (ii) Except Car Park(s) allotted by the Land Owner alongwith the Confirming Party in accordance to this Agreement, the Allottee agree(s) and confirm(s) that all open car parking space(s) will be dealt with in accordance with the relevant laws. The Allottee hereby declares and confirms that except for the Car Park(s) allotted by the Land Owner alongwith the Confirming Party, the Allottee does not require any parking space including open car parking space and accordingly the Allottee waives his/ her/ its/ their claim, right, title, interest whatsoever on the areas of parking space in the Scheme. The Allottee further agrees and undertakes that it shall have no concerns towards the identification and allotment/ allocation of parking space done by Land Owner alongwith the Confirming Party in the Scheme, at any time and shall not challenge the same anytime in future. The Allottee agrees and acknowledges that Land Owner alongwith the Confirming Party shall deal with the parking spaces in the manner it deems fit, subject to the terms of bylaws and constitutional documents of the various organization of Allottees formed and the relevant laws; and
- (jj) be responsible for getting his/ her/ its/ their name(s) mutated in the records of the appropriate authority with respect to the Unit and shall not hold the Land Owner alongwith the Confirming Party liable/responsible to mutate his/ her/ its/ their name(s) with respect to the Unit.

13. **Rights of the Land Owner alongwith the Confirming Party:**

- (a) All unsold and/or un-allotted units, area and spaces in the Scheme including without limitation, parking spaces and other spaces in the basement and anywhere else in the Scheme and Subject Land shall always belong to and remain the property of the Land Owner alongwith the Confirming Party at all times and the Land Owner alongwith the Confirming Party shall continue to remain in overall possession of such unsold and/or un-allotted units/ s and shall be entitled to enter upon the Subject Land and the Scheme to enable it to complete any unfinished construction work and to provide amenities and facilities as the Land Owner alongwith the Confirming Party may deem necessary.
- (b) The Land Owner alongwith the Confirming Party shall without any reference to the Allottee, Organization of Allottees, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/ or un-allotted units/ s therein, as it deems fit. The Land Owner alongwith the Confirming Party shall be entitled to enter in separate agreements with the allottees of different units/ s in the Subject Land and Scheme on terms and conditions decided by the Land Owner alongwith the Confirming Party in its sole discretion and shall without any delay or demur, enroll the new allottees as members of the as Organization of Allottees. The Allottee and/ or the Organization of Allottees shall not claim any reduction in the Sale Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Land Owner alongwith the Confirming Party shall not be liable to pay/ contribute any amount on account of non-occupancy charges or for any other charges/ fund provided for under the bylaws, rules and regulations or resolutions of the Organization of Allottees.
- (c) The Land Owner, if it so desires shall be entitled to create security on the Subject Land together with the Scheme being constructed thereon by availing loans/ financial assistance/ credit facilities from banks/ financial institutions, against securities thereof, save and except the Unit allotted hereunder. The Land Owner alongwith the Confirming Party shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Unit, provided the Land Owner and/ or the Confirming Party shall be the principal debtor and it shall be the sole responsibility of the Land Owner and/

or the Confirming Party to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/ transfer of the Subject Land (or any part thereof) and building/s constructed thereon in favour of the Organization of Allottees. The Allottee hereby gives express consent to the Land Owner alongwith the Confirming Party to raise such financial facilities against security of the Subject Land together with the buildings being constructed thereon (including the Scheme) and mortgage the same with banks/ financial institutions as aforesaid, save and except the Unit agreed to be transferred hereunder.

- (d) The Land Owner alongwith the Confirming Party may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Scheme in accordance with the relevant laws. On such transfer, the assignee or transferee of the Land Owner alongwith the Confirming Party shall be bound by the terms and conditions herein contained.

14. Default By Allottee:

- (a) In the event, the Allottee fails or neglects to (i) make the payment of the Balance Sale Consideration in installment in accordance with terms of this Agreement as mentioned in the Third Schedule hereunder and all other amounts due including but not limited to estimated other charges due from the Allottee as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, then the Land Owner shall be entitled, without prejudice to other rights and remedies available to the Land Owner including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Allottee, to cancel/ terminate the transaction and/ or (iii) The Allottee delaying, or committing default in making, and/or failing, refusing, or neglecting, to make payment of any of the aggregate payments being Sale Consideration, Other Charges, amounts, contributions including fund contributions, interest, liquidated damages, other charges & deposits, and taxes payable, and any other sums agreed to be paid, and/or required to be paid by the Allottee herein and in relation to, and/or in pursuance of the agreement for sale herein, or any part/s thereof on or before respective due dates.

- (b) In case the Allottee/s fails to rectify the default within the aforesaid period of 15 (Fifteen) days then the Land Owner shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) interest on any overdue payments and (c) all taxes paid by the Land Owner to the authorities and (d) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, and (e) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee has opted for subvention plan) which the Land Owner and/or the Confirming Party may incur either by way of adjustment made by the bank in installments or paid directly by the Land Owner and/or the Confirming Party to the bank, (collectively referred to as **“Non-Refundable Amounts”**). Balance amounts, if any, without any liabilities towards costs/ damages/ interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee executing and registering the deed of cancellation or such other document (**“Deed”**) within 15 (fifteen) days of termination notice by the Land Owner and/or the Confirming Party, failing which the Land Owner and/or the Confirming Party be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee and the Allottee hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Land Owner’s alongwith the Confirming Party’s right to forfeit and refund the balance to the Allottee and the Land Owner’s alongwith the Confirming Party’s right to sell /transfer the Unit including but not limited to Car Park(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Sale Consideration shall not be refunded upon such cancellation/ termination. Further, upon such cancellation, the Allottee shall not have any right, title and/or interest in the Unit and/ or Car Park(s) and/or the Subject Land and the Allottee waives his/ her/ their/ its right to claim and/or raise any disputes against the Land Owner alongwith the Confirming Party in any manner whatsoever. The Allottee acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.
- (c) **Termination by Allottee prior to receipt of Occupation Certificate/ Building Use Permission:**

In the event, the Allottee intends to terminate this Agreement for reasons other than those attributable to the Land Owner's alongwith the Confirming Party's default, then the Allottee shall give a prior written notice ("Notice") of 60 (sixty) working days to the Land Owner alongwith the Confirming Party expressing his/ her/ its intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Land Owner alongwith the Confirming Party, this clause shall be dealt with in accordance with clause 14 (a and b) above and the Land Owner and/or the Confirming Party shall be entitled to forfeit the Non-Refundable Amounts. The Allottee further agrees and undertakes that on occurrence of such an event of termination, the Allottee agrees to return all documents (in original) with regards to this transaction to the Land Owner alongwith the Confirming Party, comply with all other requirements of the Land Owner alongwith the Confirming Party as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Deed. Upon such termination, the Allottee agrees and acknowledges that the Allottee shall not have any right, title and/ or interest in the Unit and the Scheme and/ or Car Park(s) and/ or the Scheme and/ or the Subject Land and the Allottee waives his/ her/ their/ its right to claim and/ or dispute against the Land Owner alongwith the Confirming Party in any manner whatsoever. Further, upon such termination, the Land Owner alongwith the Confirming Party shall be entitled to deal with the Unit at its sole discretion.

15. **Brand Name & Scheme Name:**

It is agreed by the Allottee that the name of the Scheme i.e. "MANN TRADE SQUARE" and may be changed at the sole discretion of the Land Owner alongwith the Confirming Party in accordance with relevant laws.

16. **Representations for Third Parties:**

The Allottee hereby acknowledges, agrees and undertakes that the Allottee shall neither hold the Land Owner alongwith the Confirming Party or any of its sister concerns/ affiliates liable/ responsible for any representations/ commitments/ offers made by any third party to the Allottee nor make any

claims/ demands on the Land Owner alongwith the Confirming Party or any of its sister concerns/ affiliates with respect thereto.

17. **General Representation and Warranties:**

Each Party represents and warrants to the other that:

- (a) It has power to execute, deliver and perform its obligations under this Agreement and all necessary corporate, shareholder and other action has been taken to authorize such execution, delivery and performance;
- (b) This Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
- (c) The execution, delivery and performance of its obligations under this Agreement does not and will not:
 - (i) Contravene any law, regulation or order of any Governmental or other official body or agency or any judgment or decree of any court having jurisdiction over it; or
 - (ii) Conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.

18. **Land Owner and Confirming Party Shall Not Mortgage Or Create A Charge:**

18. After the execution of this Agreement, the Land Owner and Confirming Party shall not mortgage or create a charge on the Unit, and if any such mortgage or charge is made or created thereafter, 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 Unit.

19. **Waiver:**

Any delay tolerated or indulgence shown by the Land Owner alongwith the Confirming Party, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Allottee by the Land Owner alongwith the Confirming Party, shall not be treated/ construed/ considered, as a waiver or acquiescence on the part of the

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Land Owner alongwith the Confirming Party of any breach, violation, non-performance or non-compliance by the Allottee of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/ remedies of the Land Owner alongwith the Confirming Party.

20. **Binding Effect:**

Forwarding this Agreement with the Allottee by the Land Owner does not create a binding obligation on the part of the Land Owner alongwith the Confirming Party 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 Land Owner and/or the Confirming Party. If the Allottee fails to execute and deliver to the Land Owner alongwith the Confirming Party 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 Land Owner and/or the Confirming Party, then the Land Owner and/or the Confirming Party shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of the its receipt by the Allottee, application of the Allottee shall be treated as canceled 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.

21. **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 regards to the Unit / Scheme / Subject Land as the case may be.

22. **Right To Amend:**

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

23. **Provision 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 Scheme shall equally be applicable to and enforceable against any subsequent Allottee of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

24. **Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable under RERA or under other applicable laws or relevant 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 confirm to Act or the Rules and Regulations made thereunder 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.

25. **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 allottees in Scheme, the same shall be in proportion to the Carpet Area of the Unit to the total carpet area of all the units being developed in the Scheme.

26. **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.

27. **Dispute Resolution:**

(a) In case the Parties are unable to settle their disputes amicably within 30 (thirty) days of intimation of dispute by either Party, the Parties shall at the first instance, if permitted under applicable laws or Relevant Laws and thereafter, under the RERA authorities, have the option to settle through arbitration in accordance to the procedure laid down under the applicable laws or Relevant Laws. The costs towards the same shall be shared equally by the Parties. The award/ verdict/ order etc. passed therein shall be final and binding on the Parties to the reference.

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(b) This Agreement shall be governed by the laws of India and subject to the provisions of Clause 26 (a) above the courts at Ahmedabad, Gujarat shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with any matter set out hereinabove.

28. **Joint Allottees:**

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

29. **Place Of Execution:**

(a) The execution of this Agreement shall be complete only upon its execution by the Land Owner alongwith the Confirming Party at the intimated office, or at some other place, which may be mutually agreed between the Land Owner and the Allottee, at Ahmedabad after the Agreement is duly executed by the Allottee and the Land Owner alongwith the Confirming Party or simultaneously with the execution the said Agreement shall be registered at the concerned office of the Sub-Registrar of Assurances.

(b) The Allottee and/or Land Owner alongwith the Confirming Party 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, 1908 and the Land Owner alongwith the Confirming Party will attend such office and admit execution thereof.

30. Miscellaneous:

- (a) In the event of the Unit being transferred by the Allottee to a third party, any such transferees shall also observe all the conditions contained herein which are intended to preserve the homogeneity and purpose of the Scheme, and suitable clauses to this effect shall be incorporated by the Allottee in the document conveying the Unit to such transferee(s).
- (b) The Land Owner alongwith the Confirming Party shall be entitled to assign its rights and obligations to its subsidiary or affiliate or its group company or any third party for the purpose of development of the Scheme or any part thereof as agreed between them.
- (c) That all notices to be served on the Allottee and the Land Owner and/or the Confirming Party as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Land Owner and/or the Confirming Party Registered Post A.D at their respective addresses as mentioned above. It shall be the duty of the Allottee and the Land Owner and/or the Confirming Party 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 Land Owner and/or the Confirming Party or the Allottee, as the case may be.
- (d) Any notice or other communication to be given by one party to any other party under, or in connection with, this Agreement shall be made in writing and signed by or on behalf of the Party giving it. It shall be served by letter sent under registered post acknowledgement due to such Party at its address as mentioned in the beginning of this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED AND DELIVERED)
By the within named Land Owner

TANUJ RAJKUMAR PUGALIA)

SIGNED AND DELIVERED
by the above named **Confirming Party**)

DINESH DEVELOPERS,)
a Partnership Firm)
represented through its Partner viz.)

MR. MAHESH KARDA)

SIGNED AND DELIVERED)
By the within named Allottee

1. _____)
2. _____)

WITNESSES

1. _____
2. _____

FIRST SCHEDULE

(Description of the Subject Land)

All that piece and parcel of part land admeasuring about 1923 sq. mtrs. out of the land bearing Sub Plot No. 1 admeasuring in aggregate to 7139 sq. mtrs. of Final Plot No. 103/1, forming a part of the Town Planning Scheme No. 99 allotted in lieu of the land bearing (1) Survey No. 336 paiki admeasuring about 4047 sq. mtrs. (2) Survey No. 337/2 admeasuring about 7790 sq. mtrs. and (3) Survey No. 340 paiki admeasuring about 5130 sq. mtrs. situated within the limits of the Village: Naroda, Taluka: Asarva and District: Ahmedabad, and is bounded as follows:

- East : Final Plot No. 104
- West : 60 mtrs. wide road, National Highway No. 8
- North : 9 mtrs. T. P. Road
- South : Remaining part of Sub-Plot – 1 of Final Plot No. 103/1

SECOND SCHEDULE

(Description of Unit)

All that piece and parcel of the Unit being a single unit of the _____ Floor of carpet area admeasuring about _____ square meters alongwith exclusive area of the said Unit admeasuring about _____ square meters i.e. the Total Area forming a part of the Scheme i.e. “MANN TRADE SQUARE” alongwith _____ square metres of undivided share in the Subject Land alongwith proportionate right in common areas of the Scheme namely passage, foyer, stairs, lifts etc. as per layout plan and _____ hydraulic mechanical car parking space(s) i.e. Car park(s) in the Schemed developed on part land admeasuring about 1923 sq. mtrs. out of the land bearing Sub Plot No. 1 admeasuring in aggregate to 7139 sq. mtrs. of Final Plot No. 103/1, forming a part of the Town Planning Scheme No. 99 allotted in lieu of the land bearing (1) Survey No. 336 paiki admeasuring about 4047 sq. mtrs. (2) Survey No. 337/2 admeasuring about 7790 sq. mtrs. and (3) Survey No. 340 paiki admeasuring about 5130 sq. mtrs. situated within the limits of the Village: Naroda, Taluka: Asarva and District: Ahmedabad, and is bounded as follows:

East : _____
West : _____
North : _____
South : _____

THIRD SCHEDULE

(Payment Schedule of Sale Consideration and Other Charges)

Sr. No.	Name(s) of the Allottee	Cheque/ DD/ RTGS/ NEFT No.	Amount (In Rupees)	Date	Bank
1.					
2.					
Total Earnest Money Paid		INR /-			

Payment Plan

Description	Amount Payable in INR /-
At the time of booking	10% of total consideration
Completion Of Plinth Level After execution of Agreement for Sale, within 30 days from the date of Agreement for Sale	20% of total consideration
On completion of the Plinth of the building or wing in which the said Unit is located On () floor slab casting	15% of total consideration
On completion of the slabs including podiums and stilts of the building or wing in which the said Unit is located On () floor slab casting	25% of total consideration
On completion of the walls, internal plaster, floorings doors and windows of the said Unit On () floor slab casting	5% of total consideration
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Unit On () floor slab casting	5% of total consideration
On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Unit is located On Top floor slab casting	5% of total consideration
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 Unit is located On completion of Masonry & Plaster work	10% of total consideration
At the time of handing over of the possession of the Unit to the Allottee on or after receipt of occupancy certificate or completion certificate On completion of Internal & external Finishing	5% of total consideration
On Possession after receiving occupation certificate	

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<u>Other Charges Details</u>	
<u>Stamp Duty</u>	<u>4.9% Or As per Government Rules</u>
<u>Maintenance Deposit</u>	<u>INR _____/-</u>
<u>Maintenance Expense</u>	<u>INR _____/-</u>
<u>Registration Fees</u>	<u>1% Or As per government Rules</u>
<u>Advocate Fees</u>	<u>As per Actual</u>

THIRD SCHEDULE

(Payment Schedule of Sale Consideration and Other Charges)

SCHEDULE AS PER SEC:-32 (A) OF THE REGISTRATION ACT, 1908

	PHOTO	THUMB MARK
LAND OWNER		

TANUJ RAJKUMAR PUGALIA

CONFIRMING PARTY

DINESH DEVELOPERS

a Partnership Firm,

represented through its Partner viz.

MR. MAHESH KARDA

ALLOTTEE	<u>(Use Left Hand & Black Ink Only)</u>
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