

AGREEMENT TO SALE

This Agreement made at Gandhinagar this _____ the day of _____ in the year Two Thousand Seventeen and between

PROMOTER

(1) Tarunbhai Santrambhai

PAN : _____,

(2) Gauravbhai Santrambhai

PAN : _____,

(3) Mrunalbhai Santrambhai

PAN : _____,

All : Adult, Occupation : Business and Residing at : 121, Satyagrah Chhavni, Sector – 7, Lane-2, Ramdevnagar Cross Road, Satellite, Ahmedabad.

PROMOTER / DEVELOPER

M/s. Swagat Infrastructure Pvt. Ltd.

a Private Limited Company, duly incorporated under the Companies Act, 1956, Reg. No. _____,

PAN : _____

Having its Office at : 307-308, Sarthik Squire, Nr. GNFC Info Tower, S.G. Highway, Bodakdev, Ahmedabad, through its Auhorised Director Mr. Gauravbhai Santrambhai

Age : Adult, Occupation : Business.

Hereinafter **jointly** called “THE PROMOTER / PROMOTER” and/or “The Developer and Builder” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said THE PROMOTER / PROMOTER and it’s Successors and assigns) of the First PART/ THE PARTY OF THE First PART.

ALLOTTEE / ALLOTTEE PARTY OF THE SECOND PART

Mr. _____

PAN :

Adult, Hindu, Occupation : _____

Residing at : _____,
_____, Ahmedabad.

Hereinafter called “THE ALLOTTEE / ALLOTTEE” (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Allottee and each of his/her/their/its heirs, executors, administrators and assigns) of the SECOND PART/ THE PARTY OF THE SECOND PART.

WHEREAS

The Promoter / Developer / Builder absolutely owns and is possessed of and otherwise well and sufficiently entitled to all that piece and parcel of Non-Agricultural Land situate, lying and being at Mouje : Sargasan, Taluka : Gandhinagar, Dist.: : Gandhinagar bearing Revenue Survey No. 414 admeasuring 9487 sq.mts. which was comprised in Town Planning Scheme No. 7 and allotted Final Plot No. 143 admeasuring 6167 sq.mts., in the Registration District and Sub-District and Sub-Registrar, Gandhinagar, which is more particularly described in the Schedule - A hereunder written. (Hereinafter referred to as the “Said Land”).

AND WHEREAS, The Promoter i.e. (1) Tarunbhai Santrambhai (2) Gauravbhai Santrambhai (3) Mrunalbhai Santrambhai have purchased the said land bearing Revenue Survey No. 414 admeasuring 9487 sq.mts. from Bhopinsinh Laxmanji and others with confirmation of Jiluji Sangalji and others, by a Deed of Conveyance, which was duly registered with the Office of Sub-Registrar, Gandhinagar, under Serial No. 4659 dated 31-03-2015, and the entry to that effect was also entered in the revenue records of Mutation Entry book viz. Village Form No.6, under Serial No. 5643 dated 16-09-2015 duly confirmed by the concerned authority on 04-12-2015.

AND WHEREAS, Non – Agricultural Permission for Commercial Purpose in respect of land bearing Final Plot No. 143 admeasuring 6167 sq.mts. has been duly sanctioned by Collector, Gandhinagar vide its Order bearing No. CB/Land/N.A./Tatkal N.A./S.R.41/16/Vashi.16858 to 16871/2016 dated 27-08-2016.

AND WHEREAS, Plan and Development Permission has been duly approved and granted by Gandhinagar Urban Development Authority vide its Order bearing No. P.R.M./Sargasan/187/12/2016/478/2017 dated 02-02-2017 issued by Junior Town Planner, Gandhinagar Urban Development Authority, Gandhinagar.

AND WHEREAS, Development Agreement for development of the said land bearing Revenue Survey No. 414 admeasuring 9487 sq.mts. which was comprised in Town Planning Scheme No. 7 and allotted Final Plot No. 143 admeasuring 6167 sq.mts. has been duly executed by (1) Tarunbhai Santrambhai (2) Gauravbhai Santrambhai (3) Mrunalbhai Santrambhai in favour of M/s. Swagat Infrastructure Pvt. Ltd. which was duly signed before Notary Public, Ahmedabad, under Serial No. 68/M/02 dated 06-04-2015.

AND WHEREAS the Promoter has proposed to construct on the project land the commercial accommodations, and evolved a Commercial Scheme described as “**Swagat Holiday Mall**” (here specify number of buildings and wings thereof) _____ having _____ (here specify number of Basements/podiums/stilt and upper floors) the details and specifications whereof are given in Annexure “A” attached herewith, (Hereinafter may also for short be described as “Project or Scheme”)

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land;

AND WHEREAS the Promoter/Original Owner/Promoter is in possession of the project land.

AND WHEREAS the Allottee is offered a Unit No. _____, on the _____ Floor, in Block “_____” in a scheme of “**Swagat Holiday Mall**”. (herein after referred to as the said “Unit”) in the _____ Block of the Building called “**Swagat Holiday Mall**” (herein after referred to as the said “Building”) being constructed in the _____ phase of the said project, by the Promoter.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ No. _____ authenticated copy is attached in Annexure ‘B’;

AND WHEREAS by virtue of ownership and development rights the Promoter has sole and exclusive right to sell the Unit in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Units to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given permission inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s. _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the Allottee is satisfied in respect of the same;

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

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

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project has also been inspected by the Allottee,

AND WHEREAS the authenticated copies of the plans and specifications of the Unit agreed to be purchased by the Allottee has been annexed and marked as Annexure ‘A’.

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

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

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of Unit No. _____, on the _____ Floor, in Block “_____” in a scheme of “**Swagat Holiday Mall**” being constructed in the said Project.

AND WHEREAS the carpet area of the said Unit is _____ square meters/square feet and **"carpet area"** means the net usable floor area of the Unit, 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 Unit.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the Unit agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

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

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

1. The Promoter shall construct the said building/s consisting of basement and ground/ stilt, / _____ podiums, and _____ upper floors 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 Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a)

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Unit No. _____ of the type _____ of carpet area admeasuring _____ sq. metres/ sq. feet on _____ floor in the building/wing (hereinafter referred to as "the Unit") for the consideration of Rs. _____/- including Rs. _____/- being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith, (the price of the Unit including the proportionate price of the common areas and facilities and parking spaces should be shown separately) as mentioned under :

(i)	Unit No. _____, on _____ Floor (as per GUDA approved Plan _____ Floor), in Block “_____”, admeasuring _____ sq.mts. (Carpet Area), in a scheme known as “Swagat Holiday Mall” .	Consideration of Rs. _____/-
(ii)	Balcony/verandha 1 having _____ area _____ admeasuring _____ sq.metres/sq.feet.	Consideration of Rs. _____/-
(iii)	balcony/verandha 2 having _____ area _____ admeasuring _____ sq.metres/sq.feet.	Consideration of Rs. _____/-
(iv)	wash area balcony having area _____ admeasuring _____ sq.meters/sq. Feet.	Consideration of Rs. _____/-
(v)	open terrace having area admeasuring _____	Consideration of _____

	_____ sq.meters/sq. Feet	Rs._____/-
(vi)	Open Parking spaces bearing No. _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed.	Consideration of Rs._____/-
(vii)	Covered parking spaces bearing No. _____ situated _____ at Basement and/or stilt and /or _____ podium	Consideration of Rs._____/-
	The total aggregate consideration amount for the said Unit mentioned herein above from clause I a (i) to (vii) is thus Rs. _____/- (including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities)	

Over and above basic cost referred above in clause-2 (a), the Allottee also agrees to pay below mentioned amount.

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

1. Amount of Rs._____/-(_____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
2. Amount of Rs._____/-(_____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Unit is located.
3. Amount of Rs._____/-(_____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Unit is located.
4. Amount of Rs._____/-(_____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Unit.
5. Amount of Rs._____/-(_____) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Unit.
6. Amount of Rs._____/-(_____) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Unit is located.
7. Amount of Rs._____/-(_____) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth

protection, paving of areas 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.

8. Balance Amount of Rs. _____/- (_____) against and 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.

1 (c) The total price as stated above excludes Taxes (consisting of tax paid or payable of the Promoter by way of GST, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Unit which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.

1(d) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(e) The Promoter may allow, in its sole discretion, a rebate for 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 proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of ____%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the

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

1(h) The Allottee, if resident outside India shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("**FEMA**"), Reserve Bank of India Act, 1934 ("**RBI Act**") and the rules and regulations made there under or any statutory amendment(s) modification(s) made thereof and all other Applicable Laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. The Allottee understands and agrees that in the event of any failure on his/her/its part to comply with the applicable guidelines issued by the Reserve of India, he/she/it may be liable for any action under the FEMA or other laws as applicable as amended from time to time.

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

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said 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.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Unit to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the 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 (c) herein above. ("Payment detail)

3 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index Of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various 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 Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him 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 Units to be carried out by the Promoter by utilizing the proposed

FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Unit to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 18 % per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of 18% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share or taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:
- 4.3 Provided that, Promoter 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 Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.
- 4.4 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to deduction of an amount to the 10 % of the total said unit value and applicable government levies and any agreed liquidated damages and any other amount which may be payable after the booking of same unit(s) to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Unit which may till then have been paid by the Allottee to the Promoter.
5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its option in the said building and the Unit as are set out in Annexure 'C', annexed hereto.
6. The Promoter shall give possession of the Unit to the Allottee on or before ____ day of ____ 20____. If the Promoter fails or neglects to give possession of the Unit to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of building in which the Unit is to be situated is delayed on account of :

- i. Act of God e.g. fire, drought, flood, earthquake, epidemics, natural disasters; or
- ii. Explosions or accidents, air crashes, act of terrorism; or
- iii. Strikes or lock outs, industrial disputes; or
- iv. Non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, shortage of labour or other intermediaries or due to any reason whatsoever; or
- v. War and hostilities of war, riots, bandh or civil commotion; or
- vi. The amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricted Promoter from complying with any or all the terms and conditions as agreed under this Agreement; or
- vii. Any legislation order or rule or regulation made or issued by the Govt. or any other authority or, if any competent authority(ies) refuses, delays withholds, denies the grant of necessary approvals for the said building / said Project or; if any matters, issues relating to such approvals, permissions, notices, notifications, by the competent authority(ies) become subject matter any suit / writ before a competent court or; for any reason whatsoever; or
- viii. Delay in issuance of Occupancy Certificate by the competent Authority due to reason/s not attributable to the non-compliance of the Promoter; or
- ix. Any event or circumstances analogous to the foregoing.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement to be taken within 15 (Fifteen days from the date of issue of such notice and the Promoter shall give possession of the Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Unit within 15 days of the written notice from the promoter to the Allottee intimating that the said Units are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of Unit: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

- a. If the cause of any such defect is not attributable to the Promoter or are beyond the control of the Promoter; or
- b. In case of nature wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- c. Promoter shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers or the supplier; or
- d. in case where guarantees and warranties are provided by the third parties, the same shall be extended to the Allottees and to honor such warranties and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacture guarantee / warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said apartment / building, and if the annual maintenance contract or applicable licenses are not done / renewed by the Allottee / Society, the Promoter shall not be responsible for any defects occurring due to the same; or
- e. If the Allottees have defaulted in any of its representations or warranties as mentioned in clause 7 of this Agreement.
- f. The Society or the Allottee has not adhered to maintenance schedule and operating manual as prescribed by the manufacture / Promoter.
- g. The Allottees have carried out any alterations of any nature in the said Apartment which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, pipes, water supply connections or any erection or alteration in the bathroom , toilet and kitchen, etc. If any of such work/s is/are carried out then the defect liability automatically shall become void.

8 The Allottee shall use the Unit or any part thereof or permit the same to be used only for purpose of Commercial. He shall use the garage or parking space only for purpose of Keeping or parking vehicle.

9 The Allottee along with other allottee(s) of Units in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member. including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Unit) or outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs_____ per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the society or the association or the limited company as aforesaid.

9.2 In addition to the Purchase Consideration mentioned hereinabove, the Allottees shall also be liable to pay the following amount by way of charges or deposits:

Sr. No.	Amount (in Rupees)	Purpose
1.	Rs. 250.00/-	For purchasing necessary shares of the Society
2.	Rs.	Towards Maintenance Deposit
3.	Rs.	Monthly Maintenance Charges for years

The Allottees shall bear any GST or any tax payable on the abovementioned amounts. The abovementioned Maintenance deposit shall be transferred by the Promoter in the name of the Society as and when it is formed and functional. The Promoter shall not pay any interest on the aforesaid amount.

9.3 The Allottees hereby agree that they shall also be liable to pay to the Promoter, the Allottee's / Allottees share of stamp duty and registration fee payable for transfer of project land and/or title in common areas (as defined under the Act) in the Project in favor of the Society. If the Allottees fails to pay such amount, then the Promoter shall be entitled to deduct the proportionate amount from the Monthly Maintenance / Maintenance Deposit paid by the Allottees to the Society.

9.4 The Promoter has fully right to use the Common Maintenance Deposit paid by the Allottees for the common expenses of the scheme. The Promoter will return the @65% amount of the CMD paid by the allottees to the society /association after 36 months. The Promoter will not give any details of income & expenditure for the monthly maintenance paid by the members and used by the builder for the common amenities of the scheme at the time of handing over the society / association. In the future, member/s of the society/association shall not raise any dispute for the maintenance deposit & monthly maintenance.

10 Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.

11 The Allottee shall pay to the Promoter a sum of Rs. _____ for meeting an legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

12 At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER / PROMOTER / DEVELOPER.

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has

actual, physical and legal possession of the project land for the implementation of the Project;

- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter as follow :

- i. 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 building in which the Unit 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 Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Unit 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 Unit 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 Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit 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 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 of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit 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 Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC. Part or other structural members in the Unit without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Unit 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 Unit in the compound or any portion of the project land and the building in which the Unit is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or

- giving water, electricity or any other service connection to the building in which the Unit is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Allottee for any purposes other than for purpose for which it is sold.
 - ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or pan with the possession of the Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
 - x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, Regulations and By-Laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Unit 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.
 - xi. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
 - xiii. The Allottees shall regularly pay all amounts (including interest) payable under this Agreement.
 - xiv. The Allottees agree that though they shall become free, independent and absolute owners of the said Apartment, the said Apartment shall be used, occupied and transferred by them as per rules and regulations that shall be framed by said Society.
 - xv. The Allottees are aware that the other units situated in the Project shall be transferred to other Allottees in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other Allottees. The Allottees are also aware that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein. It is agreed that the Allottees will be entitled to use and enjoy the undivided common facilities only after and upon payment of necessary charges/fees and by becoming member of proposed Society.

- xvi. The Allottees shall at their own cost carry out all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottees and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottees committing any act in contravention of the above provision, Allottees shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- xvii. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other part of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society.
- xviii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- xix. The Allottee shall not let, sub-let, transfer or part with interest or benefit factor of this Agreement or part with the possession of the Apartment unit all the dues payable by the Allottees to the Promoter under this Agreement are fully paid up and without the prior written consent of the Promoter.
- xx. The Allottees shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Apartment or buildings or any part thereof to view and examine the state and condition thereof. The Allottees shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xxi. The Allottees do not get any right, title or interest in the said Property by virtue of this Agreement for Sale. The titles of the said Property shall be transferred to the Allottees only after payment of full and final consideration amount (including all aforesaid charges) and upon execution of final sale deed in favour of the Allottees. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/ Property or of the said Project Land and Building or any part thereof. The Allottees shall have no claim save and except in respect of apartment hereby agreed to be sold to them and all

open spaces, parking spaces, lobbies, staircases, terraces, common amenities, facilities and areas, will remain the property of the Promoter unit the same is transferred as hereinbefore mentioned

- xxii. The residual or unutilized or additional FSI with respect to the said Project Land shall always belong to the Promoter. The Promoter alone shall be entitled to use the residual or unutilized or additional FSI on the said Project Land by constructing additional floors/buildings or the Promoter may use such residual or unutilized or additional FSI at any other location or the Promoter may sell or in any other manner transfer such residual or unutilized or additional FSI to any third party. It is also agreed by the Allottees that even after the Society has been formed with respect to the said Project, the Promoter alone shall be entitled to retain full right and authority to use or sell such residual or unutilized or additional FSI
- xxiii. The Allottees hereby acknowledges that even after the Society has been formed with respect to the said Project to the said Project, the Promoter shall be entitled to sell or in any other manner transfer the un-sold apartment(s) in the said Project to any third party on such terms and conditions as it may deem fit and such Allottee/transferee of un-sold apartments shall be entitled to become member of the Society and use all common and use all common areas and facilities in the Project at par with other unit Allottees/occupiers.
- xxiv. The approved layout/plans shown to the Allottees at the time of signing of this Agreement is subject to change/ variation / modification by Promoter. The Allottees accepts that the layout/plans shown to them at the time of signing of this Agreement can be changed, modified, varied by the Promoter from time to time in absolute discretion of the Promoter for any reasons whatsoever including the reason of market conditions, market demand and / or requirements of Development Control Regulations. The Allottees have also been given the Brochure of the Project which also describes the Project. However, the said Brochure is only for illustrative purposes and is not to be construed as a binding legal document. The images shown in the brochure are computer stimulated representations and are subject to error and omissions. The furniture and fixtures shown in the brochure are only for illustrative purpose and do not form a part of the standard product. The Promoter reserves the right to make changes/alteration in the actual construction at site or in specifications or amenities of the Project as may be suggested by the Architect of Engineer of the Project. It is agreed by the Allottees that the Promoter shall also be entitled to carry out any change / modification and / or variation in the approved layout in any other manner as may be required by the PROMOTER for consumption of full FSI available from time to time. The Allottees hereby give their irrevocable consent for any change / modification / variation in the layout/ plans/ amenities / specifications of the Project and the Allottees waives their right to inspect/demand inspection of any such change/ modification / variation, provided such changes or modifications in layout/plans do not adversely affect or alter the said Property.

- xxv. The Promoter have informed the Allottees and the Allottees hereby agree and confirm that the Promoter shall not be liable to pay maintenance and all other charges of nay nature whatsoever of the unsold Apartments, however they shall be liable to pay their share of Panchayat / Municipal Taxes only relating to the unsold Apartments. The Allottees and/or the Society shall not call upon the Promoter, to pay maintenance and/or any other charges of the unsold Apartments. It is further agreed that the Promoter shall pay directly, Panchayat / Municipal Taxes if any, of the unsold Apartments, to the GUDA or Sargasan Panchayat or in the case of the said corporation / Panchayat issuing a joint bill the Allottees or the said organization shall intimate the Promoter on receipt of such bill for Municipal Taxes Panchayat Taxes in writing requesting them, to pay Municipal / Panchayat Taxes or the unsold Apartments which shall be paid by the Promoter
- xxvi. The Promoter shall have full right, absolute power and authority and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose off the unsold Apartments in any manner and at any point of time for such consideration and on such terms and conditions as they may in their sole and absolute discretion deem fir and proper; to any person or party of their choice and neither the Allottees herein, not the Society shall object or dispute the same.
- xxvii. On the Promoter intimating to the Society of the name or the names of the Allottees of such unsold Apartments, the Society shall forthwith accept and admit such Allottees as their members and/or shareholders and shall also allot parking slot to such Allottees and shall forthwith issue share certificate and other necessary documents in their favour, without raising any dispute or objection to the same and without charging / recovering from them any fees, donation, contribution or any other amount of whatsoever nature in respect thereof.
- xxviii. Reserved Parking Numbers to be given without any extra charges & Reserved Parking allotted to the member in any Space of the Said Project. Allotment of Reserved Parking of any Member is not necessary in the same Block.
- xxix. Necessary provision will be made by the Developer/Society for proper safety, security and protection of the Assets of Common Use. The purchasers shall extend all co-operations to the security staff, and shall follow instructions and rules in relation thereto. In case of disregard or disobedience, purchasers will not be allowed any access or use to any of the Assests of Common Use. The purchasers will be allowed to use Assets of Common Use only on production of his personal Identification (ID) with photo. Developer is not Responsible for any kind of accidents occur by using the common amenities given by the Developer / Society.
- xxx. Any part of the said Project, margin land, open areas, open spaces, compound walls, parapet walls, etc. may be used or allowed to be used by the Developer for advertisement, hoardings, neon sign lights, etc. to any person for hire, reward or for any other consideration and manner as it may deem fit
- xxxi. Further before execution of these presents (i.e. the present Agreement for Sale) the Allottees have read this Agreement for Sale and fully understood each and every clause and content of the said Agreement for Sale and have fully agreed to

each and every details, terms conditions and obligations mentioned in this Agreement for Sale.

- xxxii. The Allottees will have to bear any Betterment charges or GGDA/Government related charges/ levies and deposits/charges for drainage or water or gas / utility connections and any town planning related charges that may come up in the future from time to time before or after the Sale Deed.
- xxxiii. The Allottees will bear and pay all present and future, applicable charges, property / municipal / panchayat taxes, cess, betterment charges,etc .payable to the central Government, State Government, GUDA and /or local authorities after the date of Building Use permission in respect of the Said Propriety
- xxxiv. If the Allottees shall desire to obtain housing loan from any financial institution/bank to be disbursed as per progress of the work or otherwise, and payable by the bank directly to the Promoter, the Allottees hereby give consent/ permission for the same. The Promoter will be entitled to claim and receive such payment directly from the bank and the Allottees hereby give irrevocable consent for the same to Promoter and bank. Such disbursements made by the bank to the Promoter shall be debited by bank to housing loan account of Allottees and to be received by Promoter towards the Consideration and other amounts to be received under this Agreement.
- xxxv. The Said Unit shall be used, occupied and enjoyed by the Allottee as one unit and the Allottee shall not divide or sub-divide the same for use as more than one unit. It has been specifically agreed that the main door and other openings by way of doors, windows or any other in the Said Unit shall not be changed, altered in colour, size or location. No new or other door, window or opening shall be made other than as proposed.
- xxxvi. The Allottee shall be bound by such rules and regulations as may be framed by the Developer in the matter of use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement, etc. of common amenities, limited common areas, facilities, services, conveniences and infrastructure of the Project.
- xxxvii. Torrent Power Ltd./GEB charges relating to electricity connection, electrical power supply, laying of electrical cable charges, installation of electrical transformer or substation or other equipments and instruments; payment of security and other deposits; liaison fees; and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.
- xxxviii. All and every costs, charges and expenses for sanction of development and construction plans and specifications, drainage, etc., any additions or alterations therein, till completion of project and Building Use (BU) permission from GUDA, Gandhinagar Municipal Corporation (GMC) and all other concerned authorities; security deposits, scrutiny fees, premium fees, liaison fees and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.
- xxxix. Any additional NA conversion charges, including revision/renewal and related liaison fees.

- xl. Legal costs, stamp duty and all other expenses in connection with the formation and registration of the Society
- xli. All and every costs, charges and expenses regarding stamp duty, registration fees, legal fees, out of pocket expenses and other expenses required to be paid, spent or incurred for legal and proper completion of this Agreement and formalities/transaction of allotment and making available the Unit to the Prospective Purchaser, and relating agreements, documents, papers and writings that may be required to be made, executed and/or registered for the purpose
- xlii. Any state or central levies, taxes, cesses, charges including Service Tax, etc., if any, payable in respect of the Unit, as applicable to be paid by the Prospective Purchaser for and towards the same, shall be final, conclusive and binding upon the Prospective Purchaser

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 Units or of the said Plot and Building or any part thereof. 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 recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.

17 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement 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 Allottee who has taken or agreed to take such Unit.

18 BINDING EFFECT Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, Firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not

rectified within 15 (fifteen) days from the date of its receipt of the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by me Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19 ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the tenure 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 Unit as the case may be.

20 RIGHT TO AMEND

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

21 PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

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

22 SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make and payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the [Units/Plots] in the Project.

24 FURTHER ASSURANCES

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

25 PLACE OF EXECUTION

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

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

_____ Name of Allottee
(Allottee's Address _____)
Notified Email ID:

M/s. Swagat Infrastructure Pvt. Ltd.
through its Authorised Person Mr. _____

Address : 121, Satyagrah Chhavni, Sector – 7, Lane-2, Ramdevnagar Cross Road, Satellite, Ahmedabad.

Notified Email ID:

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

28 JOINT ALLOTTEES

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

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

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

31 GOVERNING LAW

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

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

Annexure 'A'

Copy of Development / Construction Permission issued by GUDA.

Annexure 'B'

Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ No. _____.

First Schedule Above Referred to Description of the Freehold land and all other details.

ALL THAT Non-Agricultural Land situate, lying and being at Mouje : Sargasan, Taluka : Gandhinagar, Dist.: : Gandhinagar bearing (I) Revenue Survey No. 372/8 admeasuring 7284 sq.mts. Paiki admeasuring 602 sq.mts. which was comprised in Town Planning Scheme No. 7 and allotted Final Plot No. 87 admeasuring 391 sq.mts. (II) Revenue Survey No. 395/1 admeasuring 9510 sq.mts. which was comprised in Town Planning Scheme No. 7 and allotted Final Plot No. 98 admeasuring 6131 sq.mts. and (III) Revenue Survey No. 395/2 admeasuring 7993 sq.mts. Paiki admeasuring 5323 sq.mts. which was comprised in Town Planning Scheme No. 7 and allotted Final Plot No. 99 admeasuring 5179 sq.mts. Paiki admeasuring 3459.95 sq.mts., total admeasuring 9981.95 sq.mts., in the Registration District and Sub-District and Sub-Registrar, Gandhinagar.

Second Schedule Above Referred to here set out the nature, extent and description or common areas and facilities.

All that Unit No. _____, on _____ Floor (as per GUDA approved Plan _____ Floor), in Block “_____”, admeasuring _____ sq.mts. (Carpet Area), 1 (One) Varanda admeasuring _____ sq.mts., 2 (Two) Varanda admeasuring _____ sq.mts., 1 (One) Wash Area admeasuring _____ sq.mts., togetherwith undivided proportionate share admeasuring _____ sq.mts., in the a scheme known as “**Swagat Holiday Mall**”.

On or towards East : _____.
On or towards West : _____.
On or towards North : _____.
On or towards South : _____.

**SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter :**

(1) Tarunbhai Santrambhai

(2) Gauravbhai Santrambhai

(3) Mrunalbhai Santrambhai

**SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter / Developer :**

M/s. Swagat Infrastructure Pvt. Ltd.
through its Auhorised Director
Gauravbhai Santrambhai

**SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee / Allottee :**

Mr. _____

At Gandhinagar on _____ - _____ -2017.

in the presence of WITNESSES :

1. Name : _____
Signature : _____

2. Name : _____
Signature : _____

SCHEDULE UNDER REGISTRATION ACT. SECTION 32-A

PROMOTER :

Signature	Photograph	Left Hand Thumb Impression
(1) Tarunbhai Santrambhai		
(2) Gauravbhai Santrambhai		
(3) Mrunalbhai Santrambhai		

PROMOTER / DEVELOPER :

M/s. Swagat Infrastructure Pvt. Ltd.
through its Auhorised Director Gauravbhai Santrambhai

Signature	Photograph	Left Hand Thumb Impression

ALLOTTEE / ALLOTTEE :

Signature	Photograph	Left Hand Thumb Impression

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