

(1)

Agreement for Sale

THIS AGREEMENT FOR SALE is executed at AHMEDABAD on this..... day of 2020, between

M/S. AVASKA ARISE PROJECTS a partnership firm governed by the provisions of The Indian Partnership Act, 1932 and having its office at A/305, First Floor, B/h. Keshavbaug Party Plot, Vastrapur, Ahmedabad-380015, through its Administrative Partner **(1) SHRI ANISH DEVANG PATEL (Pan Card No. AXNPP9336Q) (Aadhaar Card No....., Aged about 29 Years, Cast by Hindu, Occupation: Business, Residing at : Mayurpankh Society, Opp. Shri Shri Ravishankar School, Near Jhansi Ki Rani Statue, Satellite Road, Satellite, Ahmedabad-380015 and (2) SHRI AVADH DILIPKUMAR PATEL (Pan Card No. BXPPP9836C) (Aadhaar Card No....., Aged about 28 Years, Cast by Hindu, Occupation: Business, Residing at : "AVADH" Behind Modi Mansion, Behind Rameshwar Party Plot, Iscon Ambli Road, Ahmedabad-380054.**

(Firm Pan Card No. ABQFA 8250 K)

(hereinafter referred as "**the Vendor**", which expression shall unless it be repugnant to the context or meaning thereof, be mean and include the said firm of **M/S. AVASKA ARISE PROJECTS** and its partners from time to time and their respective heirs, executors, administrators and assigns) of the One Part.

AND

MR./MRS/MS.....
(Pan Card No.) (Aadhaar Card No.....,
Adult/Aged about Years, Cast by Hindu, Occupation:,
Residing at :
.....

(hereinafter referred to as "**the Purchaser**", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include him/their and their respective heirs, executors, administrators and assigns) of the Other Part.

(1) WHEREAS the Vendor(s) is seized and possessed of or otherwise well and sufficiently entitled to all that right, title and interest in the **Flat No. on Floor, admeasuring about Sq.Mtrs.**

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i.e. Sq.Ft. Carpet Area in **"KALLISTO-14"** constructed situated on Final Plot No. 67, admeasuring 623 Sq.Mtrs., of T.P. Scheme No. 4 (VEJALPUR) situate lying and being at Mouje- JODHPUR, Taluka-VEJALPUR in the Registration District and Sub-District AHMEDABAD and more particularly described in the FIRST SCHEDULE hereunder written (hereinafter referred to as "the said Property/Flat"), constructed as per plans approved by the appropriate authority. (copies of such approved plans are annexed herewith as ANNEXURE-"B").

- (2) AND WHEREAS the Vendor has registered the Project under the provisions of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") with Real Estate Regulatory Authority at **Sr. No** (Authenticated copy of which is annexed herewith as ANNEXURE-"B").
- (3) AND WHEREAS at the request of the Purchaser, the Vendor has granted inspection to the Purchaser of all the documents of title relating to the said Property and the plans, designs and specifications prepared by the Vendor's **Architects Messrs** and of such other documents as are specified under the said Act and the Rules and Regulations made there under and the Purchaser is satisfied in respect of the same.
- (4) AND WHEREAS the authenticated copies of Certificate of Title issued by the Attorney at law or Advocate of the Vendor, 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 Vendor to the project land on which the said Building named **"KALLISTO-14"** is constructed or to be constructed have also been inspected by the Purchaser and is satisfied in respect of the same.
- (5) AND WHEREAS the authenticated copies of the Layout plans (as per ANNEXURE-"A") as approved by the concerned Local Authority has been inspected by the Purchaser.
- (6) AND WHEREAS the authenticated copies of the Layout plans as proposed by the Vendor and according to which the construction of the buildings and margin spaces are proposed to be provided for on the said project has also been inspected by the Purchaser.

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- (7) AND WHEREAS the authenticated copies of the plans and specifications of the said Property agreed to be purchased by the Purchaser has been annexed hereto and marked as Annexure-A.
- (8) AND WHEREAS the Vendor 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 Vendor 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.
- (9) AND WHEREAS the Vendor has accordingly commenced construction of the said building/s in accordance with the said approved plans.
- (10) AND WHEREAS the carpet area of the said **Flat No.** is square meters/square feet and "Carpet Area" means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area any but includes the area covered by the internal partition walls of the Flat.
- (11) AND WHEREAS the Vendor is agreed to sale the said Property to the Purchaser at the price and on the terms and conditions mutually agreed upon hereinafter mentioned.
- (12) AND WHEREAS the Vendor is agreed to sale and the purchaser shall purchaser the said property schedule hereto for a Lump sum price of **Rs...../- (Rupees Only)** and Purchaser has paid **Rs...../- (Rupees Only)** by as under;-

Sr. No.	Amount (Rs.)	Cheque/ RTGS No.	Cheque / RTGS Dated	Bank's Name
Total				

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

- (1) The Vendor shall construct the said building/s consisting of One Cellar and Ground Floor Parking and First Floor to Seventh Floor Residential Units, Stair Cabin and Water Tank on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
- (2) Provided that the Vendor shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Flat of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.
- (3) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser Flat No. having carpet area admeasuring sq. metres/ sq. feet on floor in the building known as "KALLISTO-14" (hereinafter referred to as "the Flat") for the consideration of Rs. including Rs. being the proportionate price of the common 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 hereunder written (the price of the Flat including the proportionate price of the common facilities and parking spaces is shown separately).
- (4) The Purchaser 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 Vendor the balance amount of Rs/- (Rupees) in the following manner :-

Sr. No.	Amount (Rs.)	Date of Payment	Amount Payable not exceeding %of Total Consideration	Payable on Completion of Stage
01.			30%	Upon execution of this Agreement for Sale.
02.			45%	On or before completion of plinth of the building.
03.			70%	On or before completion of

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				structural.
04.			75%	On or before completion of walls, internal plaster, floorings, doors and windows of the said flat.
05.			80%	On or before the completion of Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said flat.
06.			85%	On or before completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the floor of the building in which the said flat.
07.			95%	On or before the completion of 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 for Sale of the said flat located on the floor of the building.
08.			Balance Amount	Against and at the time of handing over of the possession of the flat on or after the receipt of occupancy

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				certificate or completion certificate.
Total:-				

- (5) The total price as stated above excludes all taxes by way of GST or any other similar taxes which may be levied paid or payable by the Vendor, in connection with the construction of and carrying out the Project up to the date of handing over the possession of the Flat which shall be separately payable by the Purchaser in the manner as may be decided by the Vendor.
- (6) 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 Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor 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 Purchaser, which shall only be applicable on subsequent payments.
- (7) The Vendor may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser by discounting such early payments @7% per annum for the period by which the respective instalment has been prepared. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Vendor.
- (8) The Vendor shall confirm the final carpet area that has been allotted to the Purchaser 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 Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of 7%, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser 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 this Agreement.

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- (9) The Purchaser authorizes the Vendor 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 Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner. **Note: Each of the instalments mentioned at the Sr. No. (2) and (3) of the table given in Para-4 hereinabove.**
- (10) The Vendor 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 at the time of obtaining occupancy and/or completion certificates in respect of the Flat from the concerned local authority but before handing over possession of the said Flat to the Purchaser.
- (11) Time is essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser and the common areas to the member's association/forum of the Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be.
- (12) Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in Para-4 hereinabove. ("Payment Plan").
- (13) The Vendor hereby declares that the Floor Space Index (FSI) available as on date in respect of the project land **is 1682.10 square meters** only and Vendor has planned to utilize Floor Space Index of **1681.31 square meters** (FSI) 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 Vendor has disclosed the Floor Space Index (FSI) of **2.698 square meters** as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of Flat to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Vendor only.
- (14) If the Vendor fails to abide by the time schedule for completing the project and handing over the Flat to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of **7% per annum**, on all the

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amounts paid by the Purchaser, for the period of delay, till the handing over of the possession. The Purchaser agrees to pay to the Vendor, interest at the rate of **7% per annum**, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable (due date) by the Purchaser to the Vendor.

- (15) Without prejudice to the right of the Vendor to charge interest in terms of Para-14 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three consecutive defaults in payment of instalments, the Vendor shall at his own option, may terminate this Agreement.

Provided that, Vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement.

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

- (16) 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 Vendor at his/her/its option in the said building and the Flat as are set out in Annexure 'C', annexed hereto.
- (17) The Vendor shall give possession of the Flat to the Purchaser on or **before 17th day of May, 2023** If the Vendor fails or neglects to give possession of the Flat to the Purchaser on account of reasons beyond of his or his agent's control by the aforesaid date then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the Para-14 hereinabove from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

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Provided that the Vendor shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be located, is delayed on account of

- (i) war, civil commotion or act of God,
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- (18) Procedure for taking possession - The Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Flat, to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Vendor shall give possession of the Flat to the Purchaser. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or association/forum of the Purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.
- (19) The Purchaser shall take possession of the Flat within 15 days of the written notice from the Vendor to the Purchaser intimating that the said Flats are ready for use and occupancy.
- (20) Failure of Purchaser to take possession of Flat upon receiving a written intimation from the Vendor as per Para-18, the Purchaser shall take possession of the Flat from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Flat to the Purchaser. In case the Purchaser fails to take possession within the time provided in Para-18 such Purchaser shall continue to be liable to pay maintenance charges as applicable.
- (21) If within a period of five years from the date of handing over the possession of the Flat to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Flat or the building in which the Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. Provided that the Vendor 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 Vendor or beyond the control of the Vendor.

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- (22) The Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence and carrying on any permissible use. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
- (23) The Purchaser along with other Purchaser(s) of Flats in the building shall join in forming and registering the Society or Association/forum or a Limited Company to be known by such name as the Vendor 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/forum 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 Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organisation of the Purchaser. No-Objection shall be taken by the Purchaser 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.
- (24) Within 15 days after notice in writing is given by the Vendor to the Purchaser that the Flat is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. Until the Society/Association/Forum or Limited Company is formed, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Vendor provisional monthly contribution of Rs...../- per month towards the outgoings. The amounts so paid by the Purchaser to the Vendor shall not carry any interest and remain with the Vendor until the same is transferred to the society or the association or the limited company as aforesaid.
- (25) Over and above the amounts mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said Property shall pay to the Vendor such

proportionate share of the outgoings as may be determined by the Vendor and which are not covered in any other provisions of this agreement.

- (26) The Purchaser shall pay to the Vendor a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendor in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

(27) REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Purchaser as follows:

- i. The Vendor 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 Vendor 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.
- iv. There are no litigations are pending before any court of law with respect to the project land or Project.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building 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 shall be obtained by undergoing due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- vi. The Vendor 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 Purchaser created herein, may prejudicially be affected;

- vii. The Vendor 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 Flat which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the Conveyance Deed of the structure to the forum/association of Purchasers the Vendor shall handover lawful, vacant, peaceful, sound and physical possession of the common areas of the Structure to the forum/Association of the Purchasers;
- x. The Vendor 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 Vendor in respect of the project land and/or the Project.
- xii. The sale shall deemed to be completed by executing a Deed of Conveyance in favour of the Purchaser.
- xiii. On completion of the sale as aforesaid the Vendor will give possession of the said Property to the Purchaser by delivering peaceful possession of the said Property.
- xiv. The Vendor shall makes it a marketable Title to the said Property clear and marketable and also free from encumbrances and reasonable doubts within this agreement period.
- xv. The Vendor if required shall obtain No-Objection and No-Due Certificate from the concerned lenders and charge holders before execution of the Sale Deed.
- xvi. If the Purchaser makes default in completing the sale, within the stipulated period, the Vendor shall be entitled to make time as essence of the contract and to cancel this agreement, the Vendor will forfeit his right over to the earnest money after appropriating the same by the Vendor towards his claim for damages including the costs, charges and expenses incidental

to this agreement and refund/return balance earnest money to the Purchaser by the Vendor and if the Vendor makes default in completing the sale stipulated time, the Purchasers shall be entitled to file a suit of specific performance against the Vendor.

xvii. RIGHT TO AMEND

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

(b) The time period of this agreement for sale can be extended by the mutual consent of both the parties.

(28) The Purchaser/s himself/themselves with intention to bring all persons into whose hands, the said Flat may come, hereby covenants with the Vendor as follows :-

- i. To maintain the said Flat at the Purchaser's own cost in good and tenable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the said Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Flat is situated and the said Flat itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated, including entrances of the building in which the said Flat is situated and in case any damage is caused to the building in which the said Flat is situated or the said Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the said Flat is situated or the said Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser 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 said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains and pipes in the said Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Flat without the prior written permission of the Vendor 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 said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the said Flat is situated.
- vii. Pay to the Vendor within fifteen days of demand by the Vendor, 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 said Flat 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 said Flat by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up.
- x. The Purchaser 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 said Flats 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 Purchaser 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 said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. The Purchaser shall permit the Vendor and their surveyors and agents, workmen and others, at all reasonable times, to enter into and upon the said Property or any part thereof to view and examine the state and condition thereof.
- xii. The Purchaser shall permit the Vendor 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 Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association/forum or Company towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

(30) **VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE**
After the Vendor executes this Agreement he shall not mortgage or create a charge on the said Flat 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 Purchaser who has purchased or agreed to purchase the said Flat.

(31) **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties hereto 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 hereto in regard to the said Flat.

(32) PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SUBSEQUENT PURCHASERS

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

(33) SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 the Act or the Rules and Regulations made there under 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.

(34) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

(35) 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.

(36) PLACE OF EXECUTION

The execution of this Agreement shall be completed only upon its execution by the Vendor through its authorized signatory at the

(17)

Vendor's Office, or at some other place, which may be mutually agreed upon between the Vendor and the Purchaser, there after the Agreement is treated as duly executed by the Purchaser and the Vendor or simultaneously with the execution the said Agreement the same shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at AHMEDABAD

- (37) The Purchaser and/or Vendor shall present these Agreements as well as the conveyance for registration at the concerned registration office of the Sub-Registrar within the time limit prescribed under this Agreement as per the Registration Act and the Vendor will attend such office and admit execution thereof.
- (38) That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser ---- (Purchaser's Address) Notified Email ID:

MR./MRS/MS.....

(Pan Card No.) (Aadhaar Card No.....

Adult/Aged about Years, Cast by Hindu, Occupation:,

Residing at :

.....

Name of Vendor ---- (Vendor Address) Notified Email ID:

M/S. AVASKA ARISE PROJECTS a partnership firm governed by the provisions of The Indian Partnership Act, 1932 and having its office at A/305, First Floor, B/h. Keshavbaug Party Plot, Vastrapur, Ahmedabad-380015, through its Administrative Partner **(1) SHRI**

ANISH DEVANG PATEL (Pan Card No. AXNPP9336Q) (Aadhaar Card No....., Aged about 29 Years, Cast by Hindu,

Occupation: Business, Residing at : Mayurpankh Society, Opp. Shri

Shri Ravishankar School, Near Jhansi Ki Rani Statue, Satellite Road,

Satellite, Ahmedabad-380015 and (2) SHRI AVADH DILIPKUMAR

PATEL (Pan Card No. BXPPP9836C) (Aadhaar Card

No....., Aged about 28 Years, Cast by Hindu,

Occupation: Business, Residing at : "AVADH" Behind Modi Mansion,

Behind Rameshwar Party Plot, Iscon Ambli Road, Ahmedabad-380054

It shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this

(18)

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 Vendor or the Purchaser, as the case may be.

(39) JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Vendor to the Purchaser 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 Purchasers.

(40) Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser, solely.

(41) 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 and Rules and Regulations prescribed there under.

(42) 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 of AHMEDABAD will have the jurisdiction for this Agreement

: THE FIRST SCHEDULE ABOVE REFERRED TO :

(Description of the Said Property)

ALL THAT the piece and parcel of Non-Agricultural land bearing Final Plot No. 67 admeasuring 623 Sq.Mtrs. of Town Planning Scheme No. 4 (Vejalpur) situated, lying and being at Mouje : JODHPUR Taluka VEJALPUR in the Registration District of and Sub-District AHMEDABAD in the State of GUJARAT and bounded us follows:

Bounded by :

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

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

SCHEDULE 'A'

DESCRIPTION OF THE FLAT WRITE AS PER ALONGWITH
BOUNDARIES IN ALL FOUR DIRECTIONS.

All that premises of Flat bearing **Flat No.**..... admeasuring
Sq.Mtrs Carpet Area (As Per RERA) + Wash Area Sq.Mtrs.
Carpet Area + Balcony Sq.Mtrs. Carpet Area situated on the
..... **Floor** in the **Block No."**....." in **"KALLISTO-14"** Scheme and
undivided impartible proportionate land **admeasuring Sq.Mtrs.**
(in the said land described in the First Schedule above written) along with
undivided impartible proportionate ownership rights in road common open
plot assets and amenities and facilities provided in the **"KALLISTO-14"** and
as also right to use and enjoy common amenities and facilities more
particularly described Annexure 'C' hereunder written.

The **Flat No.** on **Floor** in **Block No."**....." of
"KALLISTO-14" Scheme, is bounded as under:

On or towards East :

On or towards West :

On or towards North :

On or towards South :

FLOOR PLAN OF THE FLAT

PARA (3) OF PAGE NO. 6

ANNEXURE –A

(Authenticated copies of the Layout plans of the Flat agreed to be
purchased by the Purchaser as approved by the concerned local authority)

ANNEXURE –B

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

ANNEXURE – C

Specification

FLOORING

Drawing / Living / Dining / Bed Rooms

- Vitrified Tiles
- Kitchen
- Vitrified Tiles
- Granite Platform with S.S. Sink & Tiles up to Lintel Level

DOORS

Main Door

- Decorative Door with Wooden Plywood Frame

Bedroom Door / Toilet Door

- Door / Flush with Wooden Plywood Frame

WINDOWS

- Single Glass Anodize Aluminium Windows

TOILETS

- Glazed / ceramic Tiles up to Lintel Level
- CP Fittings
- Standard Sanitary Ware in All Bathrooms

ELECTRIFICATION

- Three Phase Concealed ISI Copper Wiring with
- Modular Switches
- MCB Distribution Panel

PLASTER

- Internal : Single Mala Plaster in All Rooms
- External: Double Mala Plaster with Texture Finish

COLOUR

- Internal : Putty Finish
- External : Texture with Acrylic Paint

Amenities

- 24 X 7 CCTV Surveillance
- Library
- Senior Citizen Seat-Out
- Gym
- Lounge
- Jogging Track
- Indoor Games
- Children Play Area

Received of and from the Purchaser above named the sum of **Rs...../- (Rupees Only)** on execution of this agreement towards Earnest Money Deposit or application fee.

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

SIGNED AND DELIVERED BY THE
WITHIN NAMED THE VENDOR

.....
(M/S. AVASKA ARISE PROJECTS
through its Administrative Partner
(1) SHRI ANISH DEVANG PATEL
(2) SHRI AVADH DILIPKUMAR PATEL

WITNESSES:

(1) Name :.....
Signature :.....
(2) Name :.....
Signature :.....

SCHEDULE UNDER REGISTRATION ACT. SEC. 32(A)

<u>THE VENDOR</u>	<u>PHOTOGRAPH</u>	LEFT HAND THUMBPRINT
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.....
(M/S. AVASKA ARISE PROJECTS
through its Administrative Partner
(1) SHRI ANISH DEVANG PATEL
(2) SHRI AVADH DILIPKUMAR PATEL

<u>THE PURCHASER</u>	<u>PHOTOGRAPH</u>	LEFT HAND THUMBPRINT
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