

Model Form of Agreement to be entered into between Promoter and Allottee/s

Model Form of Agreement

THIS AGREEMENT is made at Ahmedabad on this _____ day of _____ Two Thousand and _____.

BETWEEN

SUSHRUT ENTERPRISES PRIVATE LIMITED (PAN: AAACA9722E), a Company formed and registered under the Companies Act, 1956, bearing Corporate Identification No. U70100GJ1986PTC008849, having its Office at: Near Anupam Cinema, Next to Ashima Mills, Shri Khandubhai Desai Marg, Khokhara, Ahmedabad – 380 021, hereinafter referred to as the “PROMOTER”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART

AND

_____, (PAN: _____), Adult, having Address/Residing at: _____, hereinafter referred to as the “ALLOTTEE” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, legal representatives, executors, successors); of the OTHER PART.

WHEREAS by a Deed of Assignment of Leasehold Rights dated 30th October, 2017, read with Declaration – cum – Confirmation dated 28th September, 2018, both registered under Serial No. 9452 and Serial No. 10434, respectively, with the Office of the Sub – Registrar, Ahmedabad – 7 (Odhav), the leasehold rights of an immovable property being piece or parcel of Non – Agricultural Land of Final Plot No. 62/part, admeasuring approx. 3323.40 Sq. Mts. and Final Plot No. 63/part, admeasuring approx. 976 Sq. Mts., aggregating to 4299.40 Sq. Mts., of Town Planning Scheme No. 9 (Rajpur – Hirpur), situate at Rakhial (sim), Taluka Maninagar, in the District of Ahmedabad and Registration Sub District of Ahmedabad – 7 (Odhav), which as per Ahmedabad Municipal Corporation records is the Land of Sub Plot No. A/1/2/part forming part of Sub Plot No. A1/A of Final Plot No. (24+29+62+63)/ Paiki, has been transferred/assigned absolutely to the Promoter herein. The said land admeasuring approx. 4299.40 Sq. Mts., is more particularly described in the FIRST SCHEDULE hereunder written (hereinafter referred to as the “PROJECT LAND”).

AND WHEREAS the Promoter is entitled to construct buildings on the Project Land.

AND WHEREAS the Promoter is in possession of the Project Land.

AND WHEREAS the Promoter has proposed to construct on the Project Land, a Scheme of residential premises, known as “SAUJANYA – III”, comprising of one Building, namely Block H, having one basement and one stilt and fourteen upper floors (hereinafter referred to as the “PROJECT”).

AND WHEREAS the Allottee is offered an Apartment bearing number _____, of Design Type _____ on the _____ Floor (as per Scheme Layout), (hereinafter referred to as the “SAID APARTMENT”), together with Exclusive Balcony/Verandah and Exclusive Wash Area Balcony, of the building i.e. Block H, being constructed by the Promoter. The Said Apartment, together with Exclusive Balcony/Verandah and Exclusive Wash Area Balcony, shall hereinafter be collectively referred to as the “SAID PROPERTY”).

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “ACT”) with the Gujarat Real Estate Regulatory Authority, under No. _____. The authenticated copy of Registration Certificate is annexed herewith as **ANNEXURE – A**.

AND WHEREAS the Promoter has sole and exclusive right to sell the apartments in the Project constructed/to be constructed by the Promoter on the Project Land and to enter into agreement/s with the allottee/s of the apartments and to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architects, viz. _____ and _____, and of such other documents including as are specified under the 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 and Report of Title issued by M/s. Wadia Ghandy & Co. (Ahmedabad), Advocates & Solicitors, authenticated copies of extracts of Village Forms VI and VII and XII showing the nature of the title of the Promoter to the Project Land on which the apartments are constructed or are to be constructed, have also been inspected by the Allottee and the Allottee is satisfied in respect of the same. The Allottee has

acquainted himself/herself/themselves with the site.

AND WHEREAS the authenticated copies of the plans/revised plans of the Layout as approved by the Ahmedabad Municipal Corporation under Commencement Letter bearing No. _____ have been inspected by the Allottee.

AND WHEREAS the authenticated copies of the plans/revised plans of the Layout as proposed by the Promoter, according to which the construction of the building is proposed to be carried out and open spaces are proposed to be provided for/on the Project, has also been inspected by the Allottee.

AND WHEREAS the authenticated copy of the _____ Floor Plan, demarcating the Said Property agreed to be purchased by the Allottee, with red colour boundary line, is annexed herewith as **ANNEXURE – B** and the specifications of the Said Property is detailed in **ANNEXURE – C**.

AND WHEREAS some of the approvals from the Ahmedabad Municipal Corporation to the plans, the specifications, elevations, sections and of the building have been obtained and the Promoter shall obtain the balance approvals, if any, from various authorities from time to time, so as to obtain Building Use Permission of the Project.

AND WHEREAS while sanctioning the said plans, the Ahmedabad Municipal Corporation 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 Project AND upon due observance and performance of which only, Building Use Permission in respect of the Project shall be granted by the Ahmedabad Municipal Corporation.

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

AND WHEREAS the Allottee has applied to the Promoter and the Promoter has issued Allotment Letter to the Allottee, for allotment of an Apartment No. _____, of Design Type _____, on the _____ Floor, together with Exclusive Balcony/Verandah and Exclusive Wash Area Balcony, of the Project called “SAUJANYA – III”, being constructed by the Promoter. The Said Property as per the plans approved by Ahmedabad Municipal Corporation bears No. _____ on the _____ Floor, of Block H.

AND WHEREAS the carpet area of the Said Apartment is _____ Sq. Ft.,

equivalent to _____ Sq. Mts., and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment. For the purpose of this Recital, the term "exclusive balcony or verandah area", shall mean the area of the balcony or verandah, as the case may be, which is appurtenant to the net useable floor area of the apartment, meant for the exclusive use of the allottee thereof; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net useable floor area of the apartment, meant for the exclusive use of the allottee thereof. The carpet area mentioned herein is as per the Clarification issued by Gujarat Real Estate Regulatory Authority, vide Circular No. 3/2017, dated 14th August, 2017.

AND WHEREAS the Said Property is more particularly described in the SECOND SCHEDULE hereunder written.

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 abide by 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. _____/- (_____), being part payment of the sale consideration of the Said Property agreed to be sold by the Promoter to the Allottee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge). Out of the said payment a sum of Rs. _____/- (_____) is agreed to be the earnest money. 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 Act, the Promoter is required to execute a written Agreement for Sale of the Said Property with the Allottee, being in fact these presents and also to register the 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 Said Property.

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

1. The Promoter shall construct the building consisting of one basement and one stilt and fourteen upper floors, on the Project Land in accordance with the plans, designs and specifications as approved/revised from time to time by the Ahmedabad Municipal Corporation.

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 Said Property of the Allottee, except any alteration or addition required by any Government authorities or due to change in law.

- 1(a)** (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Apartment No. _____, of Design Type _____, of Carpet Area admeasuring _____ Sq. Ft., equivalent to _____ Sq. Mts., on the _____ Floor, of the Project, for the consideration of Rs. _____/- (_____) including Rs. _____/- (_____), being share in the price of the common areas and facilities appurtenant to the premises. The nature, extent and description of the common areas and facilities/amenities, is more particularly described in the THIRD SCHEDULE hereunder written.
- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Exclusive Balcony/Verandah, having area admeasuring approx. _____ Sq. Ft., equivalent to approx. _____ Sq. Mts., forming part of the Said Apartment. The consideration referred to above is inclusive of the consideration for the Exclusive Balcony/Verandah.
- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Exclusive Wash Area Balcony, having area admeasuring approx. _____ Sq. Ft., equivalent to approx. _____ Sq. Mts., forming part of the Said Apartment. The consideration referred to above is inclusive of the consideration for the Exclusive Wash Area Balcony.
- 1(b)** The Allottee has paid on or before execution of this Agreement, a sum of Rs. _____/- (_____), (not exceeding 10% of the total consideration) (which includes the earnest money amount of Rs. _____/- (_____)) and hereby agrees to pay to the Promoter, the balance amount of Rs. _____/- (_____) in the following manner:

- i. Amount of Rs. _____/- (_____) (not exceeding 30% of the total consideration) to be paid to the Promoter, immediately upon the execution hereof.
- ii. Amount of Rs. _____/- (_____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building in which Said Property is located.
- iii. Amount of Rs. _____/- (_____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of Slabs of the building in which the Said Property is located.
- iv. Amount of Rs. _____/- (_____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of Internal Finish of the Said Property.
- v. Amount of Rs. _____/- (_____) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary Fittings, upto the Floor Level of the Said Property.
- vi. Amount of Rs. _____/- (_____) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the External Finish of the building in which the Said Property is located.
- vii. Amount of Rs. _____/- (_____) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of Electrical Fittings of the building in which the Said Property is located.
- viii. Balance Amount of Rs. _____/- (_____) against and at the time of the Said Property being ready for handover of possession to the Allottee on or after receipt of Building Use Permission.

1(c) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Sales Tax, GST, Service Tax and Cess or any other similar taxes, duties, levies etc., under any direct or indirect tax laws or similar other laws, 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 of the possession of the Said Property. Such Taxes shall be separately payable/reimbursed by the Allottee from time to time and in such 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/betterment charges/taxes or payments of similar or any other nature or form and/or any other increase in charges, which is/are payable to or which may be levied or imposed by the competent authority/ies, local body/ies, Government, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development/betterment charges/taxes, costs or levies imposed by the competent authorities etc., the Promoter shall enclose the 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, at its sole discretion, a rebate for early payments of installments payable by the Allottee, by discounting such early payments @ 12% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee by the Promoter.
- 1(f)** The Promoter shall confirm the final carpet area of the Said Apartment and the area of Exclusive Balcony/Verandah and Exclusive Wash Area Balcony, that has been allotted to the Allottee after the construction of the building is complete and the Building Use Permission is granted by the Ahmedabad Municipal Corporation, by furnishing details of the changes, if any, in the area, subject to a variation cap of 3% (three percent). The total price payable for the area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the area within the defined limit then the Promoter shall refund the excess money paid by the Allottee within 45 (forty – five) days with annual interest at the rate of 12%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area allotted to the Allottee, the Promoter shall demand additional amount from the Allottee and the same shall become payable alongwith the last installment. 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/them under any head(s) of dues against lawful outstanding, if any, in his/her/their 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/her/their payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) of clause 1(c) shall be further subdivided into multiple installments linked to number of basements/stilts/floors in case of multi – storied building.

- 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 Ahmedabad Municipal Corporation at the time of sanctioning the said plans or thereafter AND shall, before handing over possession of the Said Property to the Allottee, obtain from the Ahmedabad Municipal Corporation, Building Use Permission in respect of the Said Property.
- 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 Said Property to the Allottee AND the common areas to the Co – Operative Society (formed/to be formed and registered under the Gujarat Co – Op. Societies Act, 1961 for the purpose of holding the common areas of the Project) (hereinafter referred to as the “SAID SOCIETY”), or to any other entity as permissible under the Act, Rules and Regulations, after receiving the Building Use Permission.

Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her/them and meeting the other obligations under this Agreement, subject to the simultaneous completion of construction by the Promoter as provided in Clause 1(b) herein above.

- 3.** The Promoter hereby declares that the Floor Space Index (“FSI”) available as on date in respect of the Project Land is _____ Sq. Mts. only and Promoter has planned to utilize Floor Space Index of _____ Sq. Mts., by availing FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation, which are applicable to the Project. The Promoter has disclosed the FSI of _____ Sq. Mts., as proposed to be utilized by it on the Project Land in the Project and the Allottee has agreed to purchase the Said Property based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the

proposed FSI and on the understanding that the declared proposed FSI of _____ Sq. Mts., 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 Said Property to the Allottee, the Promoter agrees to pay to the Allottee, if he/she/they does/do not intend to withdraw from the Project, interest at the rate of 12% 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 12% per annum, on all the delayed payments 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 to the Promoter till the date of actual payment thereof. The obligation to pay interest shall however be without prejudice to the other rights and remedies as may be available with the Promoter against the Allottee for such delay/default in payment of installment or any other amount payable under this Agreement.
- 4.2** Without prejudice to the right of the Promoter to charge interest in terms of 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/their share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing 03 (three) such defaults of payment of installments/dues OR default/s in payment of balance no./s. of installment/s / amount/s due, whichever is lesser, the Promoter at its own option, may terminate this Agreement.

PROVIDED THAT the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and/or mail at the E – mail address (if any) provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions (including payment terms) in respect of which it is intended to terminate this Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of such notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

PROVIDED FURTHER THAT upon termination/cancellation of this Agreement as aforesaid, the Promoter shall refund to the Allottee (after forfeiting the amount of earnest money and/or after adjustment and recovery of penalty @ ____% of the consideration mentioned in Clause 1(a) hereinabove and/or after adjustment and recovery of interest and any costs, charges and expenses that may be incurred by the Promoter for or

in connection with such termination or any other amount which may be payable to the Promoter, including GST as may be applicable on all or any of the aforesaid), within a period of 30 (thirty) days of the termination OR within 30 (thirty) days of the Promoter entering into Agreement for Sale of the Said Property with any other person, whichever is later, the installments of sale consideration of the Said Property which may till then have been paid by the Allottee to the Promoter.

PROVIDED FURTHER THAT the Allottee shall not have or deemed to have, directly or indirectly, any charge, lien or encumbrance of any nature whatsoever on the Said Property or any part thereof, for the amount becoming refundable to him/her/them as aforesaid and which is yet to be refunded to the Allottee AND the Promoter shall be free to deal with and dispose – off the Said Property to any other person whomsoever for such consideration and on such terms and conditions, as the Promoter may deem fit and proper and any such disposal by the Promoter shall be free from any claim, demand or objection on the part of the Allottee.

If the Allottee, for the purpose of acquiring the Said Property, is desirous of availing financial assistance by creating any charge, lien or encumbrance of any Bank/Financial Institution/Person (“Lender”) on his/her/their right, title or interest, if any, in the Said Property, he/she/they shall have to obtain prior written permission of the Promoter. In such event it is clarified that:

- (i) Delay in payment of installments by the Lender to the Promoter, shall be treated as breach on the part of the Allottee, with consequences of termination, as stated hereinbefore.
- (ii) If the Lender exercises the option of calling upon the Promoter to terminate this Agreement in case default is made by the Allottee in payment of installments to the Lender and/or breach is committed by the Allottee of any terms and conditions agreed upon with the Lender THEN the Promoter, on receipt of such intimation from the Lender and without being under obligation to verify/confirm/satisfy itself about such default and without being required to follow the procedure prescribed above, shall additionally be entitled to terminate this Agreement forthwith, without being under an obligation to refund any amounts to the Allottee.

4.3 If the Allottee on account of financial inability or for any other reasons whatsoever, cannot acquire or is/are not desirous of acquiring the Said Property and/or the Allottee is/are desirous of cancelling this Agreement,

then the Promoter shall be entitled to forfeit/recover/adjust/deduct the amounts stated in the second proviso to Clause 4.2 (except penalty).

- 4.4** The termination/cancellation of this Agreement for any reason whatsoever, shall be effected/recorded by execution of necessary document of termination/cancellation and registration of the same with the Office of the Sub – Registrar and/or any other concerned authority under applicable laws. Such document shall specify the aspects mentioned in the third proviso to Clause 4.2 hereinabove. The Promoter alone shall execute and register such document, which shall be binding upon the Allottee with the same spirit and intention, as if the same was executed and registered by the Allottee. However, if the Promoter desires, the Allottee shall also be required to execute such document and attend the Office of the Sub – Registrar and/or any other concerned authority, for registration thereof.
- 4.5** Upon termination of this Agreement for any reason whatsoever, the Allottee will have no claim of any nature whatsoever against the Promoter or against the Project or the Said Property. If the Allottee has become a member of the Said Society, such membership and share/s issued if any shall also automatically stand cancelled and the admission fee, share contribution and/or other amounts paid to the Said Society, shall stand forfeited. It is clarified that if any stamp duty, registration fee and/or other statutory charges, fees, taxes, levies etc., becomes payable at the time of such cancellation/termination or at any time thereafter, on the document/s and/or the transaction of cancellation/termination the same shall be to the account of the Allottee and the Allottee shall be required to bear and pay/reimburse the same. Further, the Allottee shall not be entitled to claim refund of the amounts of GST and/or any other statutory charges, fees, taxes, levies, expenses etc. that may have been paid/spent/borne/incurred/reimbursed by the Allottee.
- 4.4** The right of termination/cancellation of this Agreement on account of breach or default on the part of the Allottee and consequences of such termination/cancellation, under the aforesaid provisions or any other provision of this Agreement, shall apply in favor of the Promoter, notwithstanding any charge/lien of any bank/financial institution/other lender, from whom the Allottee may have availed any financial assistance.
- 5.** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like lifts to be provided by the Promoter at its option in the Project and the Said Property, shall be of standard make.
- 6.** The Promoter shall give possession of the Said Property to the Allottee on

or before the _____. If the Promoter fails or neglects to give possession of the Said Property to the Allottee on account of reasons beyond its control and/or of its agents by the aforesaid date, then the Promoter shall be liable on demand and against cancellation of this Agreement by the Allottee, to refund to the Allottee, the amounts already received by it in respect of the Said Property with interest at the same rate as mentioned in the Clause 4.1 hereinabove 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 the Said Property on the aforesaid date, if the completion of the building 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.

PROVIDED FURTHER THAT if on account of reasons stated in the aforesaid proviso, it becomes impossible for the Promoter to implement or complete the Project, then the Promoter shall be entitled to terminate this Agreement with immediate effect and shall only be liable to refund to the Allottee, the amounts paid by the Allottee to the Promoter under this Agreement, without any claims of interest, compensation, specific performance, loss, damages, etc.

7.1 PROCEDURE FOR TAKING POSSESSION:

The Promoter, upon obtaining Building Use Permission from the Ahmedabad Municipal Corporation, shall in writing, call upon the Allottee to make payment of all amounts due and payable by the Allottee as per this Agreement and shall offer the possession of the Said Property, to the Allottee in terms of this Agreement, to be taken within 03 (three) months from the date of issue of such notice and the Promoter shall give possession of the Said Property 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 agrees to pay the maintenance charges as determined by the Promoter or the Said Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 07 (seven) days of receiving the Building Use Permission of the Project.

- 7.2** The Allottee shall take possession of the Said Property within 15 (fifteen) days of the written notice from the Promoter to the Allottee intimating that

the Said Property is ready for use and occupancy. Such possession shall be given by the Promoter to the Allottee simultaneously with the conferment of title of the Said Property, by execution of necessary deed/documents of conveyance of the Said Property in favour of the Allottee along with undivided proportionate title in the common areas (including the Project Land) to the Said Society. The conferment of undivided proportionate title in common areas shall be made in favour of the Said Society by joining the Said Society as a party in the aforesaid deed/documents of conveyance OR by such modus/in such manner in compliance with Act, Rules and Regulations.

Notwithstanding such conferment – transfer made in favour of the Allottee and the Said Society as aforesaid, the Promoter shall continue to be the owner/title holder of the remaining part and portion of the Project and Project Land (including the remaining common amenities) and shall be free to deal with or dispose – off the same, without any reference to or without any consent or confirmation of the Allottee and the Said Society.

7.3 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF THE SAID PROPERTY:

Upon receiving a written intimation from the Promoter as per Clause 7.1, the Allottee shall take possession of the Said Property 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 Said Property to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.1, such Allottee shall continue to be liable to pay maintenance charges as applicable and the Promoter shall have the right to levy on the Allottee, a monthly holding charge at such rate as may be decided by the Promoter, which will be payable for the period from the due date of possession till the possession is taken by the Allottee. This monthly holding charges are not penal charges in nature but shall be utilized by the Promoter for the purposes of *inter alia* mitigating any costs, charges, expenses and losses that the Promoter may have to incur in relation to the Said Property, including any direct or indirect tax liability arising on account of failure of the Allottee to take possession thereof. The obligation to pay maintenance charges and monthly holding charges, shall however, be without prejudice to the right of the Promoter to terminate this Agreement in the manner as provided in the proviso to Clause 4 hereinabove.

7.4 If within a period of 05 (five) years from the date of handing over the Said Property to the Allottee, the Allottee brings to the notice of the Promoter

any structural defect in the Said Property or the building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its 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 attributed to the Promoter or beyond the control of the Promoter.

8. The Allottee shall use the Said Property or permit the same to be used only for purpose of residence. He/She/They shall use the parking space in common with the other allottees, only for the purpose of keeping or parking vehicle, as per the rules and regulations as may be framed by the Said Society in this regard.
9. The Allottee along with other allottees of apartments in the Project shall join in forming and registering, the Said Society or shall become member/shareholder of the Said Society already formed (as the case may be) to be known/known by such name as the Promoter has decided/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 Said Society and/or for becoming a member, including the bye – laws of the proposed society and duly fill in, sign and return to the Promoter within 07 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of allottees. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye – laws, as may be required by the Registrar of Co – Operative Societies, or any other Competent Authority.
Upon becoming a member/shareholder of the Said Society, the Allottee shall from time to time (a) give his/her/their consent, confirmation, declaration and signatures, as may be required including in the matters of management, affairs and administration of the Said Society and shall do all other things, as the Promoter may require him/her/them to do and (b) continue to be bound in his/her/their conduct, transaction and dealings, by the general rules of the Project.

The Promoter has, for or in connection with the registration of the Said Society, executed an Agreement dated 12th January, 2019, registered with the Office of Sub – Registrar, Ahmedabad – 7 (Odhav), under Serial No. 525, *inter alia* in respect of the Project Land. The said Agreement or any

other agreement or document concerning the Project Land/Project, executed/that may be executed and registered by the Promoter in favour of the Said Society/its Chief Promoter, for the purpose of or in furtherance to its registration, shall not create or deem to create nor shall the Said Society or the allottees as members thereof, be entitled to claim, any right, title or interest in the Project Land or the Project or the common amenities thereof, till necessary deed/document of conveyance conferring title thereof, is executed. However, all terms and conditions agreed upon between the Promoter and the Said Society/its Chief Promoter and recorded in such agreement or document, shall be binding upon the Allottee, including after becoming member of the Said Society.

- 9.1** Within 15 days after notice in writing is given by the Promoter to the Allottee that the Said Property is ready for use and occupancy, the Allottee shall be liable to bear and pay his/her/their share of all outgoings in respect of the Project Land and building/s namely, local taxes, statutory charge/fees, 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, the Project, the building, the common amenities, facilities and services of the Project AND the expenses necessary and incidental to the management and maintenance of the Said Society (hereinafter referred to as the “COMMON EXPENSES”). The decision of the Promoter/Said Society in this regard, including of the amounts payable by the Allottee towards the Common Expenses, shall be final and binding.
- 9.2** For the purposes of meeting the Common Expenses, the Allottee shall pay such amount as decided by the Promoter, as Maintenance Deposit at the time of possession of the Said Property. This Maintenance Deposit shall be a non – refundable deposit, but transferable in the event of transfer/transmission of the Said Property along with the membership of the Said Society. The income on the Maintenance Deposit shall be utilised towards meeting the Common Expenses. However, if the income on the Maintenance Deposit is found to be in – sufficient, the (a) Maintenance Deposit may be utilized and/or (b) the Allottee may be called upon to pay an additional amount, either in advance or otherwise, as may be sufficient to make good the deficit in such income and/or (c) the Allottee may be called upon to pay additional deposit, which would be sufficient to generate additional income, to make good such deficit.

- 9.3** The Allottee shall also pay such amount as decided by the Promoter as advance maintenance contribution of 03 years, towards meeting the estimated Common Expenses, for the said period, at the time of possession of the Said Property.
- 9.4** Until the Said Society is formed, the aforesaid payments under Clause 9.2 & 9.3, shall be made by the Allottee to the Promoter. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same or balance thereof, as the case may be, is transferred to the Said Society. However, in case the Said Society is formed, the aforesaid payments shall be made by the Allottee to the Said Society. The amounts so paid by the Allottee to the Said Society too shall not carry any interest. It is hereby clarified that possession of the Said Property shall be handed over to the Allottee only after the Allottee has made all payments under this Agreement to the Promoter and to the Said Society.
- 10.** Over and above the amounts mentioned in this Agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the Said Property pay to the Promoter such 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, at the time of possession, also pay to the Promoter such amounts as decided by the Promoter towards his/her/their share of:
- i. fees, charges and payments, including development charges and security fees, levied, charged or imposed by Ahmedabad Municipal Corporation or by any authority or authorities whomsoever, for or in connection with the development of the Project Land and the Project.
 - ii. fees, charges and payments made for electricity connection/s, which shall also include those made towards laying of cables and other installation charges and deposits payable to the electricity company.
 - iii. amounts paid/payable towards the stamp duty, registration charges, legal fees and all other costs, charges and expenses for – in the matter of acquisition of the Project Land and for formation of the Said Society or Apex Body or Federation and for preparing its/their rules, regulations and bye – law, including professional costs of the Attorney – at – Law/Advocates.

- iv. amounts paid/spent/incurred or to be paid/spent/incurred for the purpose of developing the infrastructure in the Said Project.

Further, the Allottee shall also pay at the time of possession, the amounts as per actuals towards the cost of preparing (including professional costs of the Attorney – at – Law/Advocates) the deeds/documents of conveyance/assignment of the Said Property to the Allottee and of undivided common areas to the Said Society or Apex Body or Federation AND towards the stamp duty and registration fees payable thereon.

- 12. As stated above, at the time of registration of deed/document of conveyance/lease of the common areas including the Project Land in favour of Said Society or Apex Body or Federation, the Allottee shall pay to the Promoter his/her/their share of stamp duty and registration charges payable by the Said Society or Apex Body or Federation on such deed/document.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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 certificate annexed to this Agreement as **ANNEXURE – D** 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 certificate.
- iv. There are no litigations 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 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 building 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 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 Property (except the document/s relating to the encumbrance referred to in the title certificate), which will, in any manner, adversely affect the rights of Allottee under this Agreement. However, prior to the execution of deed/document of conveyance in favour of the Allottee, the Promoter shall get the Said Property released from the charge of such lender.
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Property to the Allottee in the manner contemplated in this Agreement.
- ix. At the time of execution of the deed/document of conveyance of the common areas including the Project Land in favour of the Said Society or Apex Body or Federation, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structures to the Said Society or Apex Body or Federation.
- 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. The said outgoings or such of them which are mentioned in this Agreement to be recoverable from the allottees, shall be payable by the allottees to the Promoter.
- 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.

- 14.** The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hands the Said Property may come, hereby covenants with the Promoter as follows:
- i. To maintain the Said Property at the Allottee's own costs in good and tenantable repair and condition from the date possession of the Said Property is taken and the Allottee shall not do or suffer to be done anything in or to the Said Property/building which may be against the rules, regulations or bye – laws or change/alter or make addition in or to the Said Property/building or any part thereof, without the consent of the local authorities, if required. However, under no circumstances, the said changes/alterations/additions shall be made except after obtaining the prior written permission of the Promoter.
 - ii. Not to store in the Said Property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and the Allottee shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structures of the building, including entrances of the building/Project and in case any damage is caused to the building/Project or the Said Property or other apartments, on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of breach/damage. The Allottee shall, forthwith make good such damage, at his/her/their own costs and expenses, failing which the Promoter and/or the Said Society shall be entitled to carry out the same and recover the costs and expenses thereof from the Allottee.
 - iii. Not to store any material, article or thing for the purpose of repair of any part of the Said Property, in the compound or any portion of the Project. The Allottee will not use or permit to be used the common passages, stairs, staircases, or any other open areas, spaces, margin lands, etc. for storage or keeping any articles or things.
 - iv. To carry out at his/her/their own cost all internal repairs to the Said Property and maintain the Said Property 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/Project or the Said Property which may be contrary to the rules and regulations and bye – laws of the concerned local authority or other public authority or Said Society. 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 and also to the Promoter, the Said Society or the other allottees of the other apartments.

- v. Not to demolish or cause to be demolished the Said Property or any part thereof, nor shall change the location of the toilets, kitchen etc., nor shall cover the Balcony/Verandah or the Wash Area Balcony, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Property or any part thereof, nor any alteration in the elevation and outside colour scheme of the building or decorate the exterior of the Said Property and the Allottee shall keep the portion, sewers, drains and pipes in the Said Property 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 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 Said Property without the prior written permission of the Promoter. If any penalty, premium or any other charges are levied by the Ahmedabad Municipal Corporation or any other authority in respect of any addition or alterations made by the Allottee, the same shall be borne and paid by the Allottee, if the same are concerning the Allottee and if the same are of common nature, by the Allottee in common with others.
- vi. The Allottee shall not, without the prior written permission of the Promoter, put/place shades, awnings, window guards, air conditioning devices etc., in the exterior of the Said Property.
- vii. Not to do or permit to be done any act or thing which may render void or void able any insurance of the Project Land and/or the building or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- viii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Property in the compound or any portion of the Project Land and the building. The Allottee shall keep

the Said Property neat, clean, tidy and protected from trespassers, from being illegally used or occupied.

- ix. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service in connection to the building.
- x. To bear and pay local taxes, water charges, insurance and such other levies, if any and increase therein which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of use of the Said Property by the Allottee for any purposes other than for purpose for which it is sold. However, this provision does not entitle the Allottee to use the Said Property for any purpose other than residence.
- xi. To insure and keep insured the Said Property against loss or damage by fire, earthquake, riot, war, flood, civil commotion, act of God or such other risks to the full value thereof in the joint name of the Promoter/the Said Society and of the Allottee with insurance company of repute and whenever required he/she/they shall produce to the Promoter/Said Society the policy/policies of such insurance and the receipt for the last premium paid in respect thereof and in the event of the Said Property being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the Said Property as soon as reasonable, practical and required. If the amount received under any such policy of insurance is found to be insufficient, the additional amount shall be borne and spent by the Allottee.
- xii. Not let, sub – let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Property until, all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up AND the Allottee has obtained prior written approval of the Promoter. Such approval may be granted by the Promoter (not obligatory), subject to the compliance of the conditions stated in Clause 32.2 (i) hereunder.
- xiii. After the possession of the Said Property is handed over to the Allottee, the Allottee shall not without the written permission of the Said Society, let, sub – let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose – off the Said Property

or any part thereof. Such permission may be given on such terms and conditions, as the Said Society may deem fit including with regard to payment of transfer fees/other amounts, where applicable. However, it is specifically agreed that the Promoter shall not be liable to bear or pay any amount to the Said Society or Apex Body or Federation, by way of maintenance contribution, outgoings, deposits, transfer fees, non – occupancy charges, premium or otherwise howsoever, in respect of unsold/unallotted apartment save and except property rates, taxes, cesses etc., payable to local authorities in respect thereof.

- xiv. The Said Property 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. The Allottee shall not at any time create – construct a mezzanine or intermediate floor within the Said Property nor shall make any addition, alteration or modification, which would be treated as consumption or usage of FSI.
- xv. The Allottee shall observe and perform all the rules and regulations which the Said Society or Apex Body or Federation may have adopted/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 buildings and the apartments therein and for the observance and performance of the Building Rules, Regulations and Bye – laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Said Society/Apex Body/Federation regarding the occupancy and use of the Said Property in the building and common amenities and facilities thereof and shall pay and contribute regularly and punctually towards the taxes, expenses or other out – goings in accordance with the terms of this Agreement.
- xvi. The Allottee shall permit the Promoter/the Said Society and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Said Property, building, Project or the Project Land or any part thereof to view and examine the state and condition thereof and for repairing, maintaining, re – building, re – constructing, testing, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires or other conveniences. If any defects are found in the Said Property, such defects shall be made good by the Allottee

within 03 (three) days of the giving of notice by the Promoter/Said Society.

- xvii. The Allottee shall not put any Name Plate/Board/Signage or any other display of any nature whatsoever on the Said Property or any part thereof or at any other place in the building and/or the Project. The Promoter or the Architect shall decide the place, colour and size of the Name Plate of the Allottee to be placed at the Entrance of the building. The Allottee shall not place at any part of the Said Property or expose from the windows of the Said Property, any sign board, notice or advertisement without the prior written permission of the Promoter.
 - xviii. After the possession of the Said Property is handed over, the Allottee shall not raise any dispute or objection as regards the remaining work that may be carried out in respect of the common areas and/or other apartments of the building/Project and in respect of the work of development of other land parcels as stated in Clause 32.2 (ii) hereinafter, and in respect of any nuisance, disturbance, annoyance, obstruction etc. caused on account thereof.
 - xix. The Promoter/Said Society shall in respect of any amount remaining unpaid by the Allottee under the terms and conditions of this Agreement, have a first lien and charge on the Said Property.
 - xx. To pay amounts liable to be paid by the Allottee under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Promoter indemnified against the said payments and observance and performance of the covenants and conditions contained herein except so far as the same ought to be observed by the Promoter.
- 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 of the Said Society/Apex Body/Federation 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 Property and the building or any part thereof. The Allottee shall have no claim save and except in respect of the Said Property hereby agreed to be sold to

him/her/them 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. It is hereby clarified that till the final conferment by execution and registration of the deed/document of conveyance of the Said Property is made, the Allottee shall not have or deemed to have nor shall be entitled to claim, any right, title or interest or any charge, lien or encumbrance of any nature whatsoever, in on or over the Said Property, the Project Land or the Project or any part thereof, by virtue of any payments made pursuant hereto or by becoming member/shareholder of the Said Society. Any claim of the Allottee or the Said Society in the Project Land, the Project, the Said Property or any part thereof, prior to such conveyance, shall be null and void.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

18. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the 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 and other relevant papers, along with the payments due as stipulated in Clause 1(b), within 15 (fifteen) 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 15 (fifteen) 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 receipt of the Notice by the Allottee, the Application of the Allottee and the Allotment Letter issued by the Promoter, shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever, after forfeiting/deducting/recovering the earnest money and GST thereon and all cost, charges and expenses that may have been incurred/to be incurred by the Promoter, including for or in connection with the preparation of this Agreement and other papers.

19. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the Said Property.

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 Said Property, in case of a transfer, as the said obligations go along with the Said Property 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 this 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 payment of proportionate share, in common with other Allottee(s) in the Project, the same shall be in proportion to the area of the Said Property to the total area of all the apartments in the Project. In all other cases, where payments are not stipulated to be paid proportionately, the same shall be payable by the Allottee as decided by the Promoter or the Said Society (as the case may be).

24. 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.

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, and in 04 months after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement, the same shall be registered at the office of the Sub – Registrar. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

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

27. That all notices or communications 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 or Courier and/or notified E – mail ID at their respective addresses specified below:

Allottee:

Name	
Address	
Notified E – Mail ID	

Promoter:

Name	SUSHRUT ENTERPRISES PVT. LTD.
Address	Near Anupam Cinema, Next to Ashima Mills, Shri Khandubhai Desai Marg, Khokhara, Ahmedabad – 380 021
Notified E – Mail 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:

- i. All communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/them which shall for all intents and purposes be considered as properly served on all the Allottees.
- ii. The permission of usage of common amenities, facilities, services and infrastructure by the joint Allottee will be through the first Allottee and shall not be independent or separate.
- iii. All consents, confirmations, etc., if and when required, shall be deemed to have been sufficiently received from all the Allottees, if it is received from the first Allottee. This is without prejudice to the right of the Promoter/Said Society to require all or any such consents, confirmations, etc. to be signed by all the Allottees. However, for the purpose of transfer, sale, mortgage, etc., signatures of all Allottees shall be required.
- iv. The liabilities, responsibilities and obligations under this Agreement shall be joint and several of all the Allottees.
- v. The Allottees *inter se* shall not be entitled to sub divide the Said Property, the intent being the Said Property shall stand in the name of and shall be used and occupied by all the Allottees as one single unit.

29. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

30. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Authority and appeal, if any, shall be made to the Tribunal, as per the provisions of the Act, Rules and Regulations.

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 at Ahmedabad will have the jurisdiction for this Agreement.

32. GENERAL:

32.1 AUTHORITIES OF PROMOTER:

Without prejudice to the generality of the rights, powers, authorities and entitlements as may be available with the Promoter, under this Agreement or otherwise, concerning the Project Land and the Project, the Promoter shall also have the following rights, powers, authorities and entitlements:

- i. The over – all control and management of the Project, implementation thereof, power to dispose – off the apartments and all and every other related matters, in general shall be that of the Promoter. The Promoter shall also be entitled to set up the rules and regulations pertaining to distribution, allocation, use, occupation, enjoyment, maintenance, repair, reconstruction, renovation, replacement, etc., of the Said Property and/or of the common amenities, facilities, services and infrastructures of the Project.
- ii. Notwithstanding other provisions herein, any arrangement worked out/ that may be worked out by the Promoter for or in the matter of maintenance of the common amenities, facilities and services of the Project, to hold and use common maintenance fund, the rules and regulations regarding use, occupation and enjoyment of common amenities, facilities and services, and other matters and things of common interest shall be binding upon the Allottee herein and other allottees of the apartments in the Project.
- iii. The Promoter may provide security, telephone cable, multipurpose cable, internet and other communication facilities and other facilities of common use and purpose in the Project. These facilities may be provided through any outside agency under contract with him/her/them on such terms and conditions as may be finalised by the Promoter with him/her/them. Any agreement – arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Allottee and other allottees in the Project. The Allottee may use such facilities as per rates – price – consideration and terms and conditions as may be fixed.

32.2 CONDITION PRECEDENT:

- i. The Promoter has specifically made the Allottee aware of the fact that the Promoter intends to allot one apartment per family consisting of an individual, his/her spouse and minor children and the Allottee has understood, agreed and accepted the same. Therefore, the Allottee and his/her spouse for self and on behalf of their minor children/the Allottee, for self and on behalf of his/her spouse and minor children, has/have executed a Declaration – cum – Undertaking, *inter alia* declaring that they or any of them, for self or guardian of their minor child/children, either solely/jointly or jointly with others, have not booked/acquired/become entitled to booking/agreement rights of any other apartment and shall not book or acquire the booking/agreement rights of any other apartment in the Project. The contents of the said Declaration – cum – Undertaking shall be deemed to have been incorporated herein and treated as part and parcel of this Agreement.
- ii.(a) The Project Land is a part of a larger land and there are other land parcels abutting the Project Land (“OTHER LANDS”), which at the relevant time were of the ownership of the Vendor of the Project Land. The said Vendor (“OWNER”), with intent to optimize the availability of FSI for each land parcel and for better affordability, envisaged an overall plan for the development of the Project Land and Other Lands. As per such overall plan, the entire development to be put up on the separate land parcels, for the purpose of Ahmedabad Municipal Corporation, shall be one seamless development. These separate land parcels are being developed/intended to be developed in conjunction with one another, with certain amenities, facilities, services and infrastructure/s (including but not limited to entry – exit gates, accesses, internal roads, ramp to – from basement, electricity, sewerage, drainage, recreation facilities, open spaces, etc.), being common amongst all or more than one projects so developed and available for use and enjoyment in common of all the allottees of all or more than one such projects. Thus, the allottees of all such projects shall have access to varied and better facilities, in terms of parking, recreation facilities and other amenities. However, each such project shall be an independent project on separate land parcel.
- (b) For the purpose of obtaining approval to the plans of development of the remaining land parcels (to be developed by the Promoter and/or by any other person, in more than one parts or as a whole, at one or more points of time in future), and also in context to the development of the land parcels other than the Project Land, revision/s in the plans of the Project Land may be required. However, such revision/s shall

not affect the apartment agreed to be allotted to the allottees or change the amenities of the Project as shown in the approved plan and therefore, the Allottee has understood and hereby confirms that no consent under Section 14 (2) of the Act is required. Still however, the Allottee, hereby gives his/her/their absolute and specific consent to the amendments/modifications/revisions of plans/permissions/sanctions/approvals. This consent is the prior written consent of the Allottee, as required under Section 14 (2) (ii) and other applicable provisions (if any) of the Act and Rules and Regulations framed thereunder.

- (c) The common areas (including lands) of all the projects shall be held by one or more societies. Considering the aforesaid intent in relation to the development of the Project Land and Other Lands, for efficient management, maintenance and administration of the common areas, amenities, facilities, infrastructures and services of all the projects, if a common Estate Management Entity as mutually agreed amongst such societies, is appointed, the same shall be acceptable to the Allottee.
- (d) For or in connection with the intent/purposes stated hereinabove, an Agreement dated 14th November, 2017, has been arrived between the Promoter, the owner of the adjoining land parcels and the society formed for the project developed/being developed on the adjoining land parcel. The said Agreement has been duly confirmed and accepted by the Said Society, by a Confirmation dated _____. In future, further understanding may be arrived at in the matter, between the said parties or any two or more of them (or their successors and assigns) *inter se* from time to time. The same shall be binding upon the Allottee herein. Further, the Allottee has agreed to execute, simultaneously with the execution of these presents, a specific power of attorney in favor of the Promoter, giving authorities for various purposes, which shall remain valid and subsisting till the development of the Project Land and Other Lands is completed. The Said Society has executed/shall execute and the other societies too, shall execute Power of Attorney/s similar thereto in favor of the Promoter. The Allottee, including after becoming a member and shareholder of the Said Society and/or even after conferment of title of the Said Apartment to him/her/them, shall not raise any dispute or objection, with regard to any matters stated above.

- iii. The conditions mentioned in Clause 31.2 (i) and (ii) above, are (amongst others) conditions precedent to the execution of this Agreement and have been specifically agreed, accepted and confirmed by the Allottee, whereupon the Promoter has agreed, to allot the Said Property to the Allottee and has executed these presents. This Agreement shall, unless context requires otherwise, be read, construed and interpreted in accordance with Clauses 32.2 (i) and (ii) above.

- 32.3** If the Allottee is a Non Resident Indian/a Person of Indian Origin resident outside India, he/she/they agree/s and unconditionally undertake/s to abide by/comply with necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (“FEMA”), rules and regulations of the Reserve Bank of India, statutory enactments or amendments thereof from time to time and all other applicable laws, including that of remittance of payments, acquisition, sale, transfer of immovable property, etc. The Allottee shall provide the Promoter with the permissions/approvals, which would enable the Promoter to fulfill its obligations under such laws, rules and regulations. The Allottee further undertakes that in the event of any failure on his/her/their part to comply with these formalities/requirements, he/she/they alone shall be liable for any action by the concerned authorities and he/she/they hereby agrees to keep the Promoter fully indemnified and harmless in this regard.
- 32.4** Any delay by the Promoter in enforcing the terms of this Agreement or any forbearance or giving time to the Allottee shall not be considered as a waiver on the part of the Promoter, by the Allottee, nor shall the same in any manner prejudice the remedies of the Promoter.
- 32.5** The scope of work or services to be given by the Promoter under this Agreement is till the completion of work of the Said Property in the Project actually at site but any approval/permission not specifically stated herein to be obtained by the Promoter, shall be obtained by the Allottee and other allottees of the apartments in the Project, in co – operation with each other, at their cost and expenses.
- 32.6** The Project shall always be known as “Saujanya – III” or by such name as decided by the Promoter and the same shall not be changed in any circumstances.

- 32.7** The Promoter and the Allottee shall act in all matters pertaining to this Agreement as independent parties and nothing contained herein shall constitute either Party as the agent or the partner of the other.
- 32.8** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- 32.9** The Allottee hereby declares that he/she/they has/have all right, power, authority, capacity and competency to enter into this Agreement.
- 32.10** The Allottee hereby declares that he/she/they has/have read, understood and agreed each and every term of this Agreement before execution.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale (Without Possession) at Ahmedabad in the presence of attesting witness signing as such on the day first above written.

:- THE FIRST SCHEDULE ABOVE REFERRED TO :-
(Description of Project Land)

ALL THAT piece and parcel of Non – Agricultural Land of Final Plot No. 62/part, admeasuring approx. 3323.40 Sq. Mts. and Final Plot No. 63/part, admeasuring approx. 976 Sq. Mts., aggregating to 4299.40 Sq. Mts., of Town Planning Scheme No. 9 (Rajpur – Hirpur), situate at Rakhial (sim), Taluka Maninagar, in the District of Ahmedabad and Registration Sub District of Ahmedabad – 7 (Odhav), which as per Ahmedabad Municipal Corporation records is the Land of Sub Plot No. A/1/2/part forming part of Sub Plot No. A1/A of Final Plot No. (24+29+62+63)/Paiki, and bounded as follows, that is to say on or towards the –

North : Part land of Sub Plot No. A/1/2 of Final Plot No. (24+29+62+63)/Paiki

South : Part land of Sub Plot No. C of Final Plot No. (24+29+62+63)/Paiki

East : Part land of Sub Plot No. B/1 of Final Plot No. (24+29+62+63)/Paiki

West : Part land of Sub Plot No. A/1/2 of Final Plot No. (24+29+62+63)/Paiki

:-THE SECOND SCHEDULE ABOVE REFERRED TO:-
(Description of the Said Property)

ALL THAT Residential Apartment No. _____, of Design Type _____, admeasuring approx. _____ Sq. Ft., equivalent to _____ Sq. Mts. Carpet Area, on the _____ Floor, together with Exclusive Balcony/Verandah, admeasuring approx. _____ Sq. Ft., equivalent to approx. _____ Sq. Mts. and Exclusive Wash Area Balcony, admeasuring approx. _____ Sq. Ft., equivalent to approx. _____ Sq. Mts., of the Residential Project “SAUJANYA – III” (comprising of one building i.e. Block – H), being constructed on the land more particularly described in the First Schedule hereinabove written, AND is delineated with red colour boundary line on the Layout plan of _____ Floor, annexed to this Agreement as Annexure – B AND is bounded as follows, that is to say on or towards the –

North :
South :
East :
West :

:- THE THIRD SCHEDULE ABOVE REFERRED TO:-
(Description of Common Area and Facilities/Amenities)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNED, SEALED & DELIVERED)
BY THE WITHINNAMED:)
SUSHRUT ENTERPRISES PVT. LTD.)
through its Authorised Signatory)
SHRI)

In the presence of:)

1.)
2.)

ANNEXURE – A
(Authenticated Copy of Registration Certificate)

ANNEXURE – B
(Authenticated Copy of _____ Floor Plan)

ANNEXURE – C
(Specifications of the Apartment)

Plaster/Paint :
Flooring :
Kitchen :
Bathroom :
Doors :
Windows :
Electrical :

ANNEXURE – D
(Authenticated Copy of Title Certificate)

RECEIPT

RECEIVED OF AND FROM the Allottee above named the sum of Rs. _____/- (_____) prior to the execution of this Agreement (which includes Rs. _____/- (_____), towards Earnest Money), in the manner as follows:

Amount (Rs.)	Cheque No.	Cheque Date	Bank and Branch

We say received:

For SUSHRUT ENTERPRISES PVT. LTD.,

AUTHORIZED SIGNATORY

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

**SIGNED, SEALED & DELIVERED
BY THE WITHINNAMED PROMOTER
SUSHRUT ENTERPRISES PVT. LTD.,
Represented through its Authorised Signatory**

SHRI

**SIGNED & DELIVERED
BY THE WITHINNAMED ALLOTTEE**