

AGREEMENT FOR SALE
(WITHOUT POSSESSION)

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

BY AND BETWEEN

Anaya Developers

Pan : ABBFA 2530 M

A partnership firm having its Registered Office at – 301, Binali Complex, Naranpura, Ahmedabad-380 013 represented through its Administrative Partner – Ankur Bipinbhai Desai, Aged about 41 years, Religion Hindu, Occupation Business, Residing at – 14/80, Azad Apartment Part-1, Azad Society, Ambawadi, Ahmedabad-380015, hereinafter referred to as the **“Promoter/ Land Owner”** (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its successor(s) and assign(s)) of the **FIRST PART**;

AND

1. (First Applicant)_____

PAN: _____, Aged Adult, residing at

2. (Second Applicant)_____

PAN: _____, Aged Adult, residing at

Hereinafter together referred to as the **“Allottee”** (which expression shall, wherever the context so requires or admits, mean and include his/ her/ their/ its heir(s), legal representative(s), successor(s)-in-interest, executor(s) and administrator(s) and in the case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the legal heir(s), executor(s) and administrator(s) of each of the partners and in the case of a company or a body corporate its successor(s) and assign(s)) of the **OTHER PART**.

The Land Owner/ Promoter and the Allottee, where so the context permits, are hereinafter collectively referred to as **“the Parties”** and individually as a **“Party”**.

WHEREAS

A. The Promoter is lawfully seized and possessed of all that piece and parcel of non-agricultural land bearing Final Plot No.105 (allotted in lieu of Block No.105, containing by admeasuring 2530 Sq. Mtrs.) containing by admeasuring 1518 Sq. Mtrs. or thereabouts re-allotted Final Plot No.5 with same measurements as per re-constitution of Draft T.P. Scheme No.2 (Bopal) (sanctioned by the Town Planning Officer, Town Planning Scheme Unit-10, Ahmedabad) of Mouje Village **BOPAL**, Taluka Daskroi Registration District Ahmedabad and Sub District **Ahmedabad-9 (Bopal)** (hereinafter referred to as the **“Project Land”**) and more particularly described in the **First Schedule** herein;

B. Thereafter, an order of the Hon’ble District Collector, Ahmedabad has granted Non-Agricultural Use Permission for the said land bearing Final Plot No.105 of (allotted in lieu of Block No.105, containing by admeasuring 2530 Sq. Mtrs.) containing by admeasuring 1518 Sq. Mtrs. or thereabouts of Draft T.P. Scheme No.2 (Bopal) for Residential Purpose by their Order No.EST/N.A./T.N.A./Tatkal/S-65/SR-184/2013, dated 15/07/2013, and entry to that effect was entered in the revenue records

- by Entry No.9575 on dated 07/09/2013, which was certified by the competent authority on dated 11/11/2013;
- C.** And whereas the Town Planning Officer, Town Planning Scheme Unit-10, Ahmedabad has prepared temporary re-constitution proposal of Draft Town Planning Scheme No.2 (Bopal) by their Letter No.TPS/No.2(Bopal)/Case/5/ 513, dated 15/11/2014, and accordingly **Final Plot No.5**, admeasuring **1518 Sq. Mtrs.** has been re-allotted to the said land bearing Block No.105, containing by admeasuring 2530 Sq. Mtrs. of Mouje BOPAL.
- D.** And whereas the competent authority of Senior Town Planner, Ahmedabad Urban Development Authority has sanctioned for constructing and developing a residential and commercial complex **(Residential Affordable Housing)** building construction plans and also issued Development Permission for the said land by their Letter No.PRM/225/9/2014/65, dated 26/02/2016 – 01/03/2016.
- E.** **Later, the Project Land was sold and conveyed by the previous owners i.e.,** Sarthak Developers through its Administrative Partner-Hemal Kiritbhai Parikh in favour of the Promoter i.e. Anaya Developers by a Conveyance Deed, duly registered in the Office of the Sub-Registrar of Ahmedabad-9 (Bopal) on dated 07/05/2016 under Serial No.3112, and entry to that effect was entered in the revenue records by Entry No.10710 on dated 10/05/2016, which was certified by the competent authority on dated 20/07/2016.
- F.** Thereafter, an order of the Hon'ble Deputy Collector (N.A.), Ahmedabad has granted Revised Non-Agricultural Use Permission for the said land bearing Final Plot No.105 of (allotted in lieu of Block No.105, containing by admeasuring 2530 Sq. Mtrs.) containing by admeasuring 1518 Sq. Mtrs. or thereabouts of Draft T.P. Scheme No.2 (Bopal) Paiki 200 Sq. Mtrs. for Commercial Purpose by their Order No.N.A./U-1/Section-65-A/Bopal/Case No.312/2016, dated 27/09/2016, and entry to that effect was entered in the revenue records by Entry No.10955 on dated 27/09/2016, which was certified by the competent authority on dated 23/11/2016.
- G.** In pursuance of what is stated herein above, the Promoter became the lawful and absolute owner of the Project Land;
- H.** AUDA i.e. Ahmedabad Urban Development Authority has granted permission vide above order for carrying out development, lay out and building plans, elevations, sections and necessary details submitted to AUDA for the construction and development of a commercial and residential complex on the Project Land by the name of **“Sky-One”** (hereinafter referred to as the **“said Property”**). In furtherance of the same, the Promoter has commenced construction and development on the Project Land as per the terms, conditions, stipulations and restrictions laid down

therein, and upon the culmination of the construction activities on the Project Land, the Promoter shall attain the requisite sanctions such as completion/ occupancy certificates from the relevant authorities in consonance with the extant laws at that point of time;

- I. The Allottee has expressed his/ her/ their/ its willingness to purchase a **commercial unit/ residential flat** in the building known as **“Sky-One”** being constructed on the portion of the said Property (hereinafter referred to as the **“said Building”**) and has applied to the Promoter for allotment of the Unit bearing No. ____ on the floor in Block ____ of the said Building namely **“Sky-One”** (hereinafter referred to as the **“said Unit”**) and more particularly described in the **Second Schedule** hereunder;
- J. The Allottee has/ have agreed to purchase the said Unit for a consideration of **INR ____ /- (Rupees ____ Only)** (hereinafter referred to as the **“Sale Consideration”**) along with other charges as enlisted in **Annexure “A”** hereto;
- K. Thereafter, pursuant to an application by the Allottee, the Promoter has issued the Letter of Allotment dated _____, thereby allotting the said Unit i.e. unit bearing number ____ on the ____ floor in Block ____ of the said Building namely **“Sky-One”** upon which the said Property is being developed by the Promoter to the Allottee;
- L. The Promoter has registered the said Property under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“Act”) read with Gujarat Real Estate (Regulation and Development) (Matter Relating to the Real Estate Regulatory Authority) Rules, 2016, and the Agreement is in accordance with the Gujarat Real Estate (Regulation and Development) (General), Rules 2017 (“Rules and Regulations”) and as the Act and Rules is amended from time to time with the Real Estate Regulatory Authority at _____ under no. _____. The authenticated copy of the same is attached herewith as **Annexure “B”**;
- M. The authenticated copies of Certificate of Title/ Report issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms 7/12, 8A & Form No. 6 or any other relevant revenue/ city survey/ municipal records showing the nature of the title of the Promoter to the Project Land on which the said Unit are/ is constructed or are/ is to be constructed (attached herewith as **Annexure “C”**) have/ has also been inspected by the Allottee and the Allottee is/ are satisfied in respect thereof;
- N. On demand from the Allottee, the Promoter has given for inspection of all the documents of title relating to the Project Land as aforementioned and the sanctioned and authenticated copies layout plans, designs and specifications as prepared by

architects i.e. **M/s. FLXBL Design Consultancy Private Limited** of the Promoter and of such other documents as are specified under the Act and the Rules and Regulations and other applicable laws (annexed and marked herewith as **Annexure “D”**) made thereunder to the Allottee and the Allottee have/ has satisfied themselves/ herself/ himself/ itself in that regard;

- O.** Prior to the execution of these presents the Allottee has/ have paid to the Promoter a sum of INR _____/- (Rupees _____ Only), being part payment of the Sale Consideration of the said Unit (hereinafter referred to as **“Earnest Money”**) hereby agreed to be sold and conveyed by the Promoter to the Allottee as an advance payment or application fee (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Allottee has/ have agreed to pay to the Promoter the balance of the Sale Consideration in the manner hereinafter appearing;
- P.** Under section 13 of the said Act, the Promoter is required to execute a written Agreement For Sale of said Unit with the Allottee, being in fact these presents and also to register this Agreement under The Registration Act, 1908;
- Q.** The Allottee has/ have agreed to acquire and purchase the said Unit **[alongwith the covered parking, (if applicable)]** with full notice of the terms, provisions, covenants and conditions hereinbefore recited and as mentioned in the application form, the allotment letter and also subject to the terms and conditions hereinafter contained; and
- R.** The Parties are desirous of recording the terms and conditions on which the Promoter has agreed to sell the said Unit **[alongwith the covered parking, (if applicable)]** to the Allottee and the Allottee have/ has agreed to purchase the said Unit [alongwith the covered parking, (if applicable)] from the Promoter and therefore, the Parties have entered into this Agreement For Sale without possession on the terms and conditions more particularly set out herein without any prejudice to each other:

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

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

1. Sale Area:

- a) The Promoter hereby agrees to sell, assign and transfer to the Allottee and the Allottee hereby agrees to purchase and acquire from the Promoter, all the Promoter’s share, right, title and interest in the the said Unit i.e. unit bearing No. _____ of carpet area admeasuring about _____ sq. meters

alongwith exclusive area of the said Unit admeasuring about _____ sq. meters (“**Total Area**”) on the _____ floor in the Said Building i.e. “**Sky-One**” alongwith proportionate right in common areas of the said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout and _____ **car parking space in basement**/covered car parking space(s) (“**Car park(s)**”) in the said Building (detailed in **Annexure “D”**), free from all encumbrances, lien, charges or claims whatsoever, for the Sale Consideration of INR _____/- (Rupees _____ Only). The total amount paid towards the Sale Consideration is more particularly described and evinced in the payment schedule hereunder as **Third Schedule**.

- b) The total Sale Consideration including INR _____/- (Rupees - _____ Only) being the proportionate price of the common areas, amenities and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Annexure “D” annexed herewith. For the purposes of this Agreement (i) **Carpet Area** shall mean and include the net usable floor area of the said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Unit and (ii) “**Exclusive Areas**” shall mean and include exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee; and (iii) “**Car park** : ____ basement/ covered parking space(s) situated in the basement/ stilt (“**Car Park(s)**”).
- c) With respect to amenities other than the amenities as provided in Fourth Schedule and Annexure “D” hereto, the Allottee shall be entitled to access the amenities developed by Promoter in the said Property on payment of additional charges, if any, as may be decided by the Promoter from time to time.
- d) The Promoter may provide additional common facilities such as road, gates, drainage, ingress, and egress, sewerage, underground, reservoir, pumps, gym, and other amenities which shall all be part of a common integrated development in the said Property and the Allottee shall not have any objection to it.
- e) Further, the Sale Consideration as mentioned above excludes taxes, and taxes include Value Added Tax, Service Tax, Goods and Services Tax, Krishi Kalyan Cess, land under construction tax, property tax, Swachh Bharat Cess, Local Body Tax or other taxes, duties, cesses, levies, charges which are leviable or becomes leviable under the provisions of the relevant laws or any amendments thereto pertaining or relating to the sale of said Unit. Taxes

shall be paid by the Allottee upon the demand made by the Promoter within 7 (seven) working days, and the Allottee shall indemnify and keep indemnified the Promoter from and against the same.

- f) The amount as depicted towards Sale Consideration is escalation-free, save and except escalations, due to an increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority/ local bodies/ Government from time to time. The Promoter hereby undertakes and agrees to enclose the relevant notification/ order/ rule/ regulation published/ issued apropos of an increase in the development charges, cost, or levies imposed by the competent authorities etc. to the Allottee along with the demand letter being issued simultaneously to the Allottee, which shall only be applicable on subsequent payments.
- g) It is agreed by the Allottee that the construction has been computed on the basis of Carpet Area of the said Unit being ascertained and consideration is accordingly arrived at. The Allottee agrees that the calculation of Carpet Area in respect of the said Unit is based upon the calculations at this stage and may undergo minor variation at the time of final completion of construction of the said Unit i.e. when the occupancy/ building use certificate has been granted by the competent authority. The Promoter agrees that the variation in the Carpet Area contemplated herein shall not be more than the ratio for such variation permissible in the Act, Rules and Regulations and applicable laws at the relevant point of time. The Allottee hereby agrees that any such change/ revision in the Carpet Area of the said Unit is acceptable and binding upon him/ her/ them. Further, if the case be needed, the total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter and in furtherance thereto, if there is any reduction in the Carpet Area within the defined limit, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of **12%** from the date when such an excess amount was paid by Allottee, and correspondingly, if there is any increase in the Carpet Area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next installment aligned in the Payment Schedule under Third Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- h) The Allottee hereby confirms and declares that the Promoter has the right to adjust/ appropriate all payments made by him/ her/ them/ it under any head(s) of dues against any lawful outstanding amounts, if any, in his/her/ their/ its name as the Promoter may in its sole discretion deem fit and the Allottee undertake not to object/ demand/ direct the Promoter to adjust his/ her/ their/ its payments in any manner.
- i) The Promoter may at its sole discretion permit for a rebate towards the early payments of equal installments payable by the Allottee by discounting such

early payments @ 9% per annum for the period by which the respective installment has been paid pre-scheduled. The provision for sanction of the aforesaid rebate and rate of rebate shall not be subject to any revision/ withdrawal, when granted to an Allottee by the Promoter.

2. Alterations and Modifications:

- (a) It is understood and agreed between the Parties that the Promoter is constructing the said Unit in the said Building in accordance with the, layout, plans, designs and specifications presently approved and sanctioned by the concerned local authorities or as may hereafter, from time to time, be approved by the concerned local authorities with such variations, modifications or alterations as the promoter may, from time to time, consider necessary or as may be required by the concerned authorities.
- (b) The Promoter shall construct the building(s)/wing(s) consisting of **1 (One)** basement and ground/ stilt _____ podiums, and **14 upper floors** on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall obtain prior consent in writing of the Allottee in respect of variation or modifications which may adversely affect the said Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- (c) The Promoter hereby declares that the Floor Space Index (“**FSI**”) available as on date in respect of the Project Land is _____ square meters only and Promoter has planned to utilize 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 exception of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Property. The Promoter has disclosed the FSI of _____ as proposed to be utilized by him on the Project Land in the said Property and Allottee has agreed to purchase the said Unit 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 shall belong to Promoter only.
- (d) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the said Unit to the Allottee, obtain from the concerned local authority occupancy and/ or completion certificates in respect of the said Unit.
- (e) Time is essence for the Promoter as well as the Allottee. The Promoter shall as far as possible within his domain abide by the time schedule for completing the scheme of “**Sky-One**” over the Project Land i.e. said

Property and handing over the said Unit to the Allottee and the Building Use Certificate or the completion certificate or both, as the case may be. Similarly, the Allottee is required make timely payments of the installment and other dues payable by him/ her/ them/ it and meeting the other obligations under the Agreement for the timely completion of construction by the Promoter as set out in this Agreement.

3. Sale Consideration:

- (a) The Sale Consideration of the said Unit is INR _____/- (Rupees - _____ Only). As on the date hereof the Allottee has paid a sum of INR _____/- (Rupees _____ Only) towards Earnest Money and being part payment of the Sale Consideration. The Allottee hereby agree to pay to the Promoter the balance amount of the Sale Consideration of INR _____/- (Rupees _____ Only) (hereinafter referred to as the “**Balance Sale Consideration**”) for the purchase of the said Unit in the manner set out in the **Third Schedule** hereunder written.
- (b) The Allottee shall make payment of the Sale Consideration under this Agreement, alongwith other payments with regard to amount towards advance maintenance, share money, legal charges, society admission fee, proportionate share of taxes, electricity charges, AMC charges, statutory dues etc. as provided in **Annexure “E” (“Other Charges”)** by account payee cheques and/ or demand drafts and/ or pay orders (including remittances from abroad) in favour of “_____” payable at Ahmedabad. Further, all amounts pertaining to maintenance and maintenance deposit shall be in favour of the service society, as and when the same is formed. The amounts mentioned in the Annexure E hereto are indicative. The Allottee agrees to pay to the Promoter any incremental charges over and above the charges indicated in Annexure E. The Allottee hereby also agrees to pay any additional charges mentioned in Annexure E at actuals over and above the Sale Consideration agreed upon.
- (c) The Allottee agrees to pay to the Promoter an interest at **12%** per annum, for the period of delay, from the date any amount becomes due and/ or payable as per the Third Schedule of this Agreement to the Promoter till the actual payment thereof, without prejudice to the other rights and remedies available to the Promoter. Once interest becomes due and payable under this clause by the Allottee, any payments made by the Allottee thereafter shall be first adjusted towards the interest due until the entire interest accrued has been received by the Promoter, and only thereafter the balance amount of the payment received by the Promoter shall be considered as payment by the Allottee towards the Balance Sale Consideration.
- (d) Notwithstanding anything contained in this Agreement, any amounts received from the Allottee pursuant to this Agreement shall be utilised as under:

- (i) Firstly, towards all statutory taxes due and payable on each invoice raised by the Promoter (where taxes in respect of the oldest invoice shall be cleared first) until all taxes payable have been recovered by the Promoter;
- (ii) Secondly (and only after all amounts under sub-clause (i) have been recovered), in the event any interest becomes due and payable by the Allottee, towards such interest due until the entire interest accrued has been received by the Promoter,
- (iii) Thirdly (and only after all amounts under sub-clause (ii) have been recovered), towards part of the Sale Consideration raised under various invoices where the amount raised under the oldest invoice shall be cleared first;
- (iv) Further, in the event there is any amount remaining after adjustment of all the aforesaid amounts, the excess shall be treated as an advance received from the Allottee, however, the Allottee shall not be entitled to receive any interest on such advance paid.
- (e) The Allottee shall not raise any dispute or object to the sale price that may be settled between the Promoter and other allottees of units in the said Property.
- (f) For the purpose of facilitating the payment of the consideration the Allottee shall be entitled to apply for and obtain financial assistance from Banks/ Financial Institutions. In no event, the Promoter shall assume any liability and/or responsibility for any loan and/ or financial assistance which the Allottee may obtain from such Bank/ Financial Institutions.
- (g) The Allottee will comply with its/ his/ her/ their responsibility under various acts and regulations, including Income Tax provisions/ Tax Deduction at source and shall indemnify the Promoter from any non-compliance on its part.

3A. PROVISIONS RELATING TO ALLOTTEES RESIDING OUTSIDE INDIA:

- (a) The Allottee, if resident outside India shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA) and the Foreign Exchange Management (Acquisition and transfer of Immovable Property in India) Regulation, 2000 and/or all other statutory provisions as laid down and notified by Government or concerned statutory authorities from time to time, including those pertaining to remittance of payment for acquisition of immovable property in India.
- (b) For the purpose of remitting funds from abroad by the Allottee, the particulars of beneficiary are to be furnished.
- (c) The Promoter shall not be responsible towards any third party making payment/ remittance on behalf of the Allottee and such third party shall not have any right in the said Unit in any manner whatsoever and the Promoter shall issue the payment receipt in the name of the Allottee only.

(d) For the purpose of remitting funds from abroad by the Allottee, the following particulars of the beneficiary have to be provided by the Allottee:-

- (i) Beneficiary's Name : _____
- (ii) Beneficiary's A/c. No. : _____
- (iii) Bank Name : _____
- (iv) Branch Name : _____
- (v) Bank Address : _____
- (vi) Swift Code : _____

(e) If the Allottee is a non-resident/ foreign national of Indian origin, foreign nationals/ foreign company, any refund in terms of this Agreement shall be made in accordance with the provisions of FEMA or statutory enactment or amendment thereof and the rule and regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her/ its/ their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/ she/ it/ they shall be liable for any action under FEMA as amended from time to time. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. The Promoter accepts no responsibility in this regard. Further, whenever there is a change in the residential status of the Allottee after this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter.

(f) If any of the payment cheques/ banker's cheque or any other payment instructions of/ by the Allottee is/ are not honored for any reason whatsoever, then the same shall be treated as default as laid down in this Agreement and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of INR 5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be INR 10,000/- (Rupees Ten Thousand only) in addition to the interest for delayed payment. Thereafter, no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

4. Completion of Sale & Possession:

- (a) Notwithstanding anything contained herein, the completion of sale and the possession shall take place only upon:
 - (i) completion of construction of the said Building and/or the said Unit is ready for occupation; and
 - (ii) receipt of the Completion Certificate/ Occupation Certificate/ Part Occupation Certificate/ Building Use Permission as required to be obtained under prevailing law has been provided by competent authority; and

- (iii) receipt of the Sale Consideration from the Allottee as set out in the Third Schedule; and
 - (iv) receipt of Other Charges as mentioned in Annexure “E” hereto along with the interest on late payments; and
 - (v) receipt of all amounts required to be paid by the Allottee for any additional amenities for the said Unit; and
 - (vi) execution and registration of the sale deed by affixing necessary stamp duty and payment of registration fee, legal charges and other incidental charges by the Allottee.
- (b) The ownership rights to the said Unit shall vest in the Allottee only after all the conditions for the completion of sale as set out in clause 4(a) are satisfied. The possession of the said Unit shall be handed over to the Allottee on acquiring the ownership rights to the said Unit.
- (c) All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules (“Interest”) from the date they fall due till the date of receipt/realization of payment by the other Party.
- (d) Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts as chronicled in clause 3(c) above.
- (e) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/ her/ its/ their option in the said Building and the said Unit as are set out in **Annexure “F”**, annexed hereto.

5. Possession of the said Unit:

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

- (b) The Promoter shall give possession of the said Unit to the Allottee on or before **30TH day of September - 2018**. If the Promoter fails or neglects to give possession of the said Unit to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amount already received by it in respect of the said Unit with interest at the same rate as may mentioned in above from the date the Promoter received the sum till the date of the amounts and interest thereon is repaid.
- (c) Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Unit on the aforesaid date, if the completion of building in which the said Unit is to be situated is delayed on account of –
 - (i) war, civil commotion or act of God; and
 - (ii) any notice, order, rule, notification of the Government and/ or other public competent authority/ Court.
- (d) Further, in the event the Promoter is unable to file for occupation certificate/ building use on or before the date as mentioned in clause 5(b) above, for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Allottee, the Promoter shall refund the amounts received from the Allottee along with applicable Interest from the date of payment of such amount till refund thereof.

6. Method of Taking Possession:

- (a) The Allottee shall take possession of the said Unit within 15 (fifteen) days from the date Promoter offering possession of the said Unit, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Unit to the Allottee. Upon receiving possession of the said Unit or expiry of the said 15 days from offering of the possession (**“Possession Date”**), the Allottee shall be deemed to have accepted the said Unit, in consonance with this Agreement, and shall thereafter, not make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed. The Allottee expressly understands that from such date, the risk and ownership to the said Unit shall pass and be deemed to have passed to the Allottee.
- (b) The Allottee hereby agrees that in case the Allottee fails to respond and/or neglects to take possession of the said Unit within the time stipulated by the Promoter, then the Allottee shall in addition to the above, pay to the Promoter applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the said Unit shall remain locked and shall continue to be in possession of the Promoter but at

the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.

- (c) The Allottee hereby agrees that in case the Allottee fails to respond and/or neglects to take possession of the said Unit within the aforementioned time as stipulated by the Promoter and/or cancel/ terminate this Agreement, then the Promoter shall also be entitled to reserve its right to forfeit the entire amounts received by the Promoter towards the said Unit along with interest on default in payment of installments (if any), applicable taxes and any other charges/ amounts. The Allottee further agrees and acknowledges that the Promoter's obligation of delivering possession of the said Unit shall come to an end on the expiry of the time as stipulated by the Promoter and that subsequent to the same, the Promoter shall not be responsible and/or liable for any obligation towards the Allottee for the possession of the said Unit.

7. House Rules:

- (a) The lobbies, entrances and stairways of the said Building shall not be obstructed or used for any purpose other than ingress to and egress from the said Unit.
- (b) No Allottee shall make or permit any disturbing noises in the said Property or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other Allottee. No Allottee shall use any loud speaker in the said Unit if the same shall disturb or annoy other occupants of the said Property.
- (c) No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the said Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter/ Organisation of Allottees.
- (d) No shades awnings, window guards, ventilators or air conditioning devices shall be used in or outer side of the said Building except as has been approved by the Promoter/ Organisation of Allottees.
- (e) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the said Property except such, as shall have been approved by the Promoter/ Organisation of Allottees, nor shall anything be projected out of any window of the said Property without similar approval.
- (f) Water-closets and other water apparatus in the said Property shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee in whose unit it shall have been caused.
- (g) No bird or animal shall be kept or harboured in the common areas of the said Property. In no event shall dogs and other pets be permitted on

elevators or in any of the common portions of the said Property unless accompanied.

- (h) No television aerial shall be attached to or hung from the exterior of the said Unit.
- (i) Garbage and refuse from the said Unit shall be deposited in such place only in the said Property and at such time and in such manner as the Maintenance Body/ Promoter/ Organisation of Allottees may direct.
- (j) No vehicle belonging to an Allottee or to a member of the family or guest, tenant or employee of the Allottee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the said Property another vehicle.
- (k) These house rules may be added to, amended or repealed at any time by the Promoter/ Organisation of Allottees.

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

- (a) The Promoter shall form an appropriate co-operative society/ limited company/ body or association of allottees (hereinabove and hereinafter referred to as the **“Organization of Allottees”**) which shall formulate the rules, regulations and bye-laws of such Organization of Allottees of the allottees of the units developed on the said Property and the Allottee shall be admitted to the membership of such Organization of Allottees. The Allottee along with other Allottee(s) of the units in the building shall join in forming and registering the society or association or a limited company for the purpose of maintenance, management and administration of the building, common areas, facilities and amenities to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society or association or limited company and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the Promoter within 7 (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 allottee. No Objection shall be taken by the Allottee if any, changes or modification 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. The Allottee shall on demand pay to the Promoter a sum of INR _____/- (Rupees _____ Only) towards meeting all legal cost, charges and expenses, including professional costs of Advocates/ Solicitors of the Promoter in connection with formation of the society/ limited company/ association and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance (as depicted hereinbelow).

- (b) Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee that the said Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the said Unit) of outgoings in respect of the land and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and building/s.
- (c) Until the society or limited company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution of INR _____/- (Rupees _____ Only) towards the maintenance charges. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same transferred to the society or the association of the limited company as aforesaid.
- (d) In the event of the Organization of Allottees being formed and in the event of Allottee being admitted as a member of the Organization of Allottees before the sale of all the premises in the said Building or buildings the powers and authorities of the Organization of Allottees of the premises in the said Building/s shall be subject to the overall control of the Promoter in respect of any of the matter concerning the said Building. The Promoter shall have absolute authority and control as regards the disposal of the unsold premises or the premises of which the agreement is cancelled at any stage for any reason whatsoever, and all the allottees of such premises shall be admitted as member of the Organization of Allottees with the same rights, same benefits and subject to same obligation as the Allottee and the other members of the Organization of Allottees may be entitled/ liable to any reservation of condition whatsoever and the Allottee hereby agrees to give consent to admit such Allottee as the members of the Organization of Allottees without raising any objection whatsoever and without demanding any additional amounts except share money. Further, Promoter may become a member of the association/ society/ limited company to the extent of the unsold/ un-allotted unit/covered car parking space in the said Building.
- (e) At the time of registration of conveyance or lease of the structure of the said Unit of the said Building, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the association/ society/ limited company on such conveyance or lease or any documents or instruments of transfer in respect of the structure of the said Unit of the said Building. At the time of registration of conveyance or lease of the Project Land, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the association/

society/ limited company on such conveyance or lease or any document or instruments of transfer in respect of the structure of the Project Land to be executed in favor of the association/ society/ limited company.

9. **Conveyance:**

Upon completion of the entire development of the said Property and upon utilization of the entire FSI available, the Promoter has the right to convey the common areas and facilities appurtenant to the building/s alongwith the land beneath the superstructure to the Organization of the Allottees. Upon formation of such Organization of the Allottees/ association/society/ limited company, the Promoter shall convey the common areas and facilities in the said Property to the Allottees which shall be administered and managed by the Organization of the Allottees/ association/society/ limited company. Further, the Promoter has the right to convey the common areas and facilities appurtenant to the building/s to the Allottees and the undivided land in the said Property to the Organization of the Allottees/ association/society/ limited company to be formed of the Organization of the Allottees. The Allottee hereby agrees and confirms that till conveyance of the buildings and underlying land to the Organization of the Allottees, the Allottee shall continue to pay all the outgoings as imposed by AUDA and / or concerned authorities and proportionate charges to the Promoter from time to time. All costs, charges and expenses including stamp duty, registration charges and expenses incidental to the preparation, stamping and execution of such deed of assignment/ transfer shall be borne and paid by the Organization of the Allottees/ association/society/ limited company of all allottees of units in the building/s on a proportionate basis.

10. **Covenants, Representations & Warranties:**

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

- (a) The Promoter is the absolute owner and is in the lawful possession of the Project Land and has a clear and marketable title with respect to the Project Land; as declared in the title report and has the requisite rights to carry out development upon the Project Land for the implementation scheme of **Sky-One** being developed as the said Property;
- (b) The Promoter has good right, full power and absolute authority to enter into this Agreement for the sale of the said Unit to the Allottee;
- (c) The Promoter shall construct the said Building and said Property in accordance with the layout, plans, designs, specifications approved by the concerned local authority and which have been provided to the Allottee, with such variations and modifications as the Promoter may consider necessary on final approval of the said Property or otherwise as required by the concerned authority;
- (d) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Property and shall obtain

requisite approvals from time to time to complete the development of the said Property;

- (e) There are no encumbrances upon the said Property except those disclosed in the title report, if any.
- (f) There are no litigations pending before any Court of law or any other forum with respect to the Project Land or said Property except those disclosed in the title report, if any;
- (g) All approvals, licenses and permits issued by the competent authorities with respect to the said Property, Project Land and said Building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Property, Project Land and said Building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Property, Project Land, Building/wing and common areas;
- (h) 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;
- (i) 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 said Property and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (j) At the time of execution of the conveyance deed of the structure to the association of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Organization of the Allottees;
- (k) 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 Property to the competent authorities;
- (l) 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 said Property except those disclosed in the title report, if any;
- (m) The amounts paid by the Allottee to the Promoter as contribution towards the outgoings shall remain with the Promoter, till the Organization of the Allottees is formed. The said amount or balance, if any, of the aforesaid deposits and advances shall be paid over by Promoter to the Organization of Allottees to be formed by the allottees of the units in the said Property;

- (n) The Promoter has informed the Allottee that it has obtained construction finance for the said Property **“Sky-One”** by mortgaging the Project Land to **DCB Bank Ltd.** and as per terms of the loan agreement, DCB Bank Ltd. has to provide the No Objection Certificate for every transaction of Promoter in the said Property of **“Sky-One”** project. The Promoter has accordingly obtained the same; and
- (o) The Promoter hereby confirms that prior to the implementation of the Act, the Promoter has adhered to all the applicable local laws and relevant other laws towards the said Property.

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

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

- are to be developed and constructed by the Promoter, and raise any dispute in the Court by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise;
- (f) not to raise any requisition for further documents or objection to the title and/or the rights of the Promoter in relation to the Project Land on any ground whatsoever;
 - (g) pay proportionate or full amount as the case may be towards deposit, services charges, supervision charges and any other such statutory demand from the government authorities for providing electrical power, energy meters, water connection, sewerage and drainage connection etc. as applicable, in addition to the agreed consideration of the said Unit;
 - (h) pay to the Promoter share money, society admission fee, proportionate share of taxes, cess, Electricity charges, AMC charges, statutory dues etc. on actuals and the legal charges within seven days of demand thereof by the Promoter as mentioned in Annexure “E”;
 - (i) confirm/ declare that he/she/ it/ them has agreed to purchase the said Unit after due verification of all the relevant aspects and has satisfied himself/ herself/ itself/ themselves in this regard;
 - (j) confirm/ declare that any refund to be made under this Agreement by the Promoter to the Allottees, shall be made in favour of the First Applicant (in case of more than one applicant/Allottee) of the said Unit. Such refund by the Promoter in favour of the First Applicant shall be deemed to be made in favour of all the applicants/Allottees of the said Unit and all the applicants of the said Unit shall adjust the refunded amount as per their internal understanding. The Parties hereby agree to this mode of refund by the Promoter and further state and confirm that this mode of refund shall absolutely discharge the liability of the Promoter against the remaining applicants/Allottees of the said Unit;
 - (k) to maintain the said Unit at the Allottee’s own cost in good and tenantable repair and condition from the date that of possession of the said Unit is taken and shall not do or suffer to be done anything in or to the said Building in which the said Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Unit is situated and the said Unit itself or any part thereof without the consent of the local authorities, if required;
 - (l) The Allottee agrees and undertakes to maintain and not to do anything which has the effect of affecting the structural stability of the said Building and also not to store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the said Building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner. The Allottee shall not do or cause anything to be done in or around the said Unit which may cause or tend to cause or tantamount to cause or effect any

damage to any flooring or ceiling of the said Unit or adjacent to the said Unit. The Allottee shall not make in the said Unit any structural additions and/or alterations to the beams, columns, partition walls, shear walls, etc. or improvements of a permanent nature. If the Allottee demolishes, punctures, and/or in any other way alters the existing walls and/ or add or in any way put up a new concrete or masonry structure/ partition in the said Unit, since the building structure is not designed to take such load the stability of the said Building will be endangered. The Allottee further indemnifies the Promoter that in the event of happening of any of the events as mentioned above, the Allottee would be solely responsible for the same;

- (m) To carry out at his own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the said Building in which the said Unit is situated which may be contrary to the rules and regulations and bye-laws of the society/ concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (n) Not to demolish or cause to be demolished the said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the said Unit is situated and shall keep the portion sewers, drains and pipes in the said Unit and the appurtenances thereto in a good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, piers or other structural members in the said Unit without the prior written permission of the Promoter and/or the Society/ Association or the Limited Company;
- (o) 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 said Building in which the said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (p) The common area, facilities and amenities, lobbies, entrances and stairways of the said Building shall not be obstructed or used for any purpose other than ingress to and egress from the said Unit;
- (q) Pay to the Promoter within fifteen days of demand by the Promoter, his/ her/ it/ them share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Building in which the said Unit is situated;

- (r) 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 Unit by the Allottee for any purposes other than for purpose for which it is sold;
- (s) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up;
- (t) The Allottee shall observe and perform all the rules and regulations which the society or the limited company or association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the units therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the society/ limited company/ association regarding the occupancy and use of the said Unit in the said 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;
- (u) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and other at all reasonable times, to enter into and upon the Project Land and said Building or any part thereof to view and examine the state and condition thereof;
- (v) The Allottee hereby confirms and acknowledges that the specifications mentioned in the advertisement/ communications or the sample unit/ mock unit and its colour, texture, the fittings/ fixtures or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The Allottee has/have not relied on the same for his/ her/ their/ its decision to acquire said Unit in the phase and also acknowledges that the Allottee has/ have seen all the sanctioned Layout plans and time schedule of completion of the said Property;
- (w) The Allottee undertakes that the Allottee has/ have taken the decision to purchase the said Unit out of his/ her/ their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement;
- (x) Save and except the information/ disclosure contained herein the Allottee confirms and undertakes to not to any make any claim against Promoter or

seek cancellation of the said Unit or refund of the monies paid by the Allottee by reason of anything contained in other information/ disclosure not forming part of this Agreement including but not limited to publicity material/ advertisement published in any form or in any channel;

- (y) The Allottee agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Unit and/ or Car Park(s) by concerned authorities due to non-payment by the Allottee or any other unit Allottee of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments;
- (z) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said Project Land and the said Building or any part thereof. The Allottee hereby agrees that the Allottee shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned;
- (aa) not to do anything which causes damage or is likely to jeopardise the safety of the said Unit and the said Property which shall reduce the value thereof or impairs the easement or add any material structure or excavate any additional basement or cellar of the building in which the said Unit is constructed or the said Unit itself or any part/s thereof or damage any other structure of the building in which the said Unit is situated and any damage caused to the said Property or to the said Unit on account of negligence or default of the Allottee, the Allottee shall be liable for the consequences thereof;
- (bb) bear and pay all present and future applicable taxes/levies/cesses and/or any increase thereto including GST, VAT, local taxes, water charges, insurance, duties, cess and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, as and when demanded by the Promoter including but not restricted to tax on sale of premises by the Promoter or on account of change of user of the said Unit by the Allottee;
- (cc) be responsible for getting his/her/its/their name mutated in the records of the appropriate authority with respect to the said Unit and shall not hold the Promoter liable/responsible to mutate his name with respect to the said Unit;
- (dd) confirm/declare that he/she shall not claim any right, title or interest over the terrace of the said Property and confirms that the same shall solely remain with the Promoter; and
- (ee) The Allottee agrees that only the owners/ possessors of the units on the Ground Floor and First Floor of the said Property shall be entitled to display board and hoarding on their respective units in the said Property and the Allottee shall not raise any objection with respect to the abovementioned

right of the owners/ possessors of the units on the Ground Floor and First Floor of the said Property.

11. Default By Allottee:

- (a) In the event, the Allottee fails or neglects to (i) make the payment of the Balance Sale Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Allottee as mentioned in this Agreement on due dates and/ or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Promoter shall be entitled, without prejudice to other rights and remedies available to the Promoter including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Allottee, to cancel/terminate the transaction.
- (b) In case the Allottee fails to rectify the default within the aforesaid period of 15 (fifteen) days then the Promoter shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to brokers, if any, and (d) administrative charges as per Promoter's policy and (e) all taxes paid by the Promoter to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank, (collectively referred to as the **“Non-Refundable Amount”**). Balance amounts, if any, without any liabilities towards costs/ damages/ interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee executing and registering the deed of cancellation or such other document (**“Deed”**) within 15 (fifteen) days of termination notice by the Promoter, failing which the Promoter shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee and the Allottee hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Promoter's right to forfeit and refund the balance to the Allottee and the Promoter's right to sell/transfer the said Unit including but not limited to Car Park(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Sale Consideration shall not be refunded upon such cancellation/ termination. Further, upon such cancellation, the Allottee shall not have any right, title and/or interest in the said Unit and/or Car Park(s) and/or the said Property and/or the Project Land and the Allottee waives his/ her/ their/ its right to claim and/ or raise any disputes against the Promoter in any manner whatsoever. The Allottee acknowledges and

confirms that the provisions of this clause shall survive termination of this Agreement.

- (c) Termination by Allottee before Possession Date: In the event, the Allottee intends to terminate this Agreement, then the Allottee shall give a prior written notice (“Notice”) of 60 (sixty) working days to the Promoter expressing his/ her/ its intention to terminate this Agreement. The Allottee shall also return all documents (in original) with regards to this transaction to the Promoter along with the Notice. Upon receipt of Notice for termination of this Agreement by the Promoter, this clause shall be dealt with in accordance with clause 10(a) above.

12. Representations for Third Parties:

The Allottee hereby acknowledges, agrees and undertakes that the Allottee shall neither hold the Promoter or any of its sister concerns/ affiliates liable/ responsible for any representations/ commitments/ offers made by any third party to the Allottee nor make any claims/ demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.

13. General Representation and Warranties:

Each party represents and warrants to the other that:

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

14. Promoter Shall Not Mortgage Or Create A Charge:

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

15. Waiver:

Any delay tolerated or indulgence shown by the Promoter, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Allottee by the Promoter, shall not be treated/ construed/considered, as a waiver or acquiescence on the part of the Promoter of any breach, violation, non-performance or non-compliance by the Allottee of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/ remedies of the Promoter.

16. Binding Effect:

Forwarding this Agreement with the Allottee by the Promoter does not create a binding obligation on the part of the Promoter until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment plan within 30 (thirty) days from the date of receipt by the Allottee and secondly appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of the its receipt by the Allottee, application of the Allottee shall be treated as canceled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

17. Entire Agreement:

This Agreement along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regards to the said Unit/ said Building/ Project Land as the case may be.

18. Right To Amend:

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

19. Provision Of This Agreement Applicable To Allottee/ Subsequent Allottees:

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

20. Severability:

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

21. Method Of Calculation Of Proportionate Share Wherever Referred To In The Agreement:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in said Property, the same shall be in proportion to the Carpet Area of the said Unit to the total carpet area of all the units being developed in the said Property.

22. Further Assurances

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

23. Dispute Resolution:

- a) In case the Parties are unable to settle their disputes amicably within 30 (thirty) days of intimation of dispute by either Party, the Parties shall at the first instance, if permitted under applicable laws, have the option to settle through arbitration in accordance to the procedure laid down under the applicable laws. The costs towards the same shall be shared equally by the Parties. The award/ verdict/ order etc. passed therein shall be final and binding on the Parties to the reference.
- b) This Agreement shall be governed by the laws of India and subject to the provisions of Clause 22(a) above the courts at Ahmedabad, Gujarat shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with any matter set out hereinabove.

24. Joint Allottees:

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

25. Place Of Execution:

- a) 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, at **AHMEDABAD** after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the concerned office of the Sub-Registrar of Assurances.
- b) The Allottee and/or Promoter shall present this Agreement as well as the conveyance/ assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

26. Miscellaneous:

- a) In the event of the said Unit being transferred by the Allottee to a third party, any such transferees shall also observe all the conditions contained herein which are intended to preserve the homogeneity and purpose of the said Property, and suitable clauses to this effect shall be incorporated by the Allottee in the document conveying the said Unit to such transferee(s).
- b) If the Allottee brings to the notice of the Promoter any structural defect in the said Unit/ said Building within a period stipulated under the applicable laws from the date of handing over of the said Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Unit or the said Building in which the said Unit is situated or any defect 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 Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act and the Rules and Regulations therein. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter. After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his/ her/ its/ their own costs.
- c) The Promoter shall be entitled to assign its rights and obligations to its subsidiary or affiliate or its group company or any third party for the purpose of development of the said Property or any part thereof as agreed between them.

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

Allottee

Viz. _____

Promoter

ANAYA DEVELOPERS,

301, Binali Complex, Opp. AEC,
Naranpura, Ahmedabad –380013.

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.

- e) Any notice or other communication to be given by one party to any other party under, or in connection with, this Agreement shall be made in writing and signed by or on behalf of the party giving it. It shall be served by letter sent under registered post acknowledgement due to such party at its address as mentioned in the beginning of this Agreement; and

FIRST SCHEDULE

(Description of the Project Land)

All that piece and parcel of non-agricultural land bearing Final Plot No.105 (allotted in lieu of Block No.105, containing by admeasuring 2530 Sq. Mtrs.) containing by admeasuring 1518 Sq. Mtrs. or thereabouts re-allotted Final Plot No.5 with same measurements as per re-constitution of Draft T.P. Scheme No.2 (Bopal) (sanctioned by the Town Planning Officer, Town Planning Scheme Unit-10, Ahmedabad) of Mouje Village **BOPAL**, Taluka Daskroi Registration District Ahmedabad and Sub District **Ahmedabad-9 (Bopal)**.

SECOND SCHEDULE

(Description of the said Unit)

All that piece and parcel of the commercial unit/ residential Flat bearing No. _____ admeasuring about _____sq. metres of carpet area on the _____ floor alongwith and proportionate right in common areas of the said Building namely “Sky-One” passage, foyer, terrace, stairs, lifts etc. forming a part of the said Property viz. “Sky-One” alongwith 1 (one) Car Park(s) in Basement and bounded as follows:

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

THIRD SCHEDULE
(Sale Consideration)

Sr. No.	Particulars of consideration	Amount (In Rupees /- Only)
(i)	Towards the Carpet Area of the Unit.	
(ii)	Towards the Exclusive Areas of the Unit.	
(iii)	Towards Covered Car Park(s), if applicable\	
(iv)	Towards proportionate consideration for Common Areas, Amenities and Facilities.	
Sale Consideration	INR _____/- (Rupees _____ Only)	

IN WITNESS WHEREOF the Parties hereto have executed these presents the day and year first hereinabove mentioned.

SIGNED AND DELIVERED)
By the within named **Promoter**)
ANAYA DEVELOPERS)
Through its Administrative Partner i.e.)
Ankur Bipinbhai Desai)

SIGNED AND DELIVERED)
By the within named **Allottee**)
(1) _____)
(2) _____)

WITNESSES:

1. _____

2. _____

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

	PHOTO	THUMB MARK
PROMOTER		
ANAYA DEVELOPERS		
Through its Administrative Partner		
Ankur Bipinbhai Desai		
ALLOTTEE		
(1)		
(2)		

Annexure A

(Payment of Balance Sale Consideration)

The Allottee has paid on or before execution of this Agreement a sum of INR _____ /- (Rupees _____ Only) (not exceeding 10% of the Sale Consideration) as advance payment or application fees and hereby agreed to pay to that _____ the balance amount of INR _____ /- (Rupees _____ Only) in following manner:-

- (ii) Amount of INR _____ /- (Rupees _____ Only) (not exceeding 30% of the Sale Consideration) to be paid to the _____ after the execution of this Agreement.
- (iii) Amount of INR _____ /- (Rupees _____ Only) (not exceeding 45% of the Sale Consideration) to be paid to the _____ on completion of the Plinth of the building or which in which the said Unit is located.
- (iii) Amount of INR _____ /- (Rupees _____ Only) (not exceeding 70% of the Sale Consideration) to be paid to the _____ on completion of the slabs including podiums and silts of the building or wing in which the said Unit is located.
- (iv) Amount of INR _____ /- (Rupees _____ Only) (not exceeding 75% of the Sale Consideration) to be paid to the _____ on completion of the walls, internal plaster, floorings doors and windows of the said Unit.
- (v) Amount of INR _____ /- (Rupees _____ Only) (not exceeding 80% of the Sale Consideration) to be paid to the _____ on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Unit.
- (vi) Amount of INR _____ /- (Rupees _____ Only) (not exceeding 85% of the Sale Consideration) to be paid to the _____ on completion of the external plumbing and external plaster, elevation, terrace with waterproofing, of the building or wing in which the said Unit is located.
- (vii) Amount of INR _____ /- (Rupees _____ Only) (not exceeding 95% of the Sale Consideration) to be paid to the _____ on completion of the lifts, water pumps, electrical fittings, electro mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Unit is located.
- (viii) Balance Amount of INR _____ /- (Rupees _____ Only) against and at the time of handing over of the possession of the said Unit to the Allottee on or after receipt of occupancy certificate or completion certificate.

Annexure B

(Copy of Registration Certificate obtain from Real Estate Regulatory Authority)

Annexure – C

(Copy of Title Report/ certificate/ revenue records)

Annexure – D

(Copy and description of Layout plans, design, specifications, common areas, facilities and amenities)

ANNEXURE E

(Payment of Other Charges by the Allottee)

Details	Amount (in Rs.)	To be Paid to
<u>Other Charges:</u>		
Maintenance Advance	` _____/- per flat/ unit	
Legal Charges	` _____/- per flat / unit	
AMC/AUDA Charges	` _____/- per flat/ unit	
Society Formation Charges	` _____/- per flat / unit	
Electricity Charges	` _____/- per flat / unit	
Area Development Charges	` _____/- per flat/ unit	
Maintenance Deposit	` _____/- per flat/ unit	

- In the case of levy of any development charges/Service Tax/VAT, Swacchh Bharat Cess, Krishi Kalyan Cess, GST and other levies, taxes & duties in future by the Statutory Authorities, the same shall be borne by the Allottee.
- Electricity charges, Ahmedabad Municipal Corporation & Legal charges are tentative & in case of any revision from Government/respective authorities in future, the same would be recovered on actual basis.
- AMC/AUDA charges will be levied on saleable area.
- The above prices/payment plans are subject to revision/withdrawal at any time without notice at the sole discretion of the Promoter.

ANNEXURE F

(Description of the fixtures, fittings and amenities to be provided in said Unit and Building)