

Booking Agreement

THIS ARTICLES OF AGREEMENT made at Ahmedabad **this ____ day of _____, 2018** BY and BETWEEN;

ANUSHTHAN DEVELOPERS [PAN: ABCFA7900Q] a Firm duly formed and registered under the provision of Indian Partnership Act, 1932 having registered office at 1 & 2, Shefali Centre, Near Paldi Cross Road, Paldi, Ahmedabad - 380007, having **Contact No. 079-26578246** and E mail Id: **teraiyagroup@gmail.com**, Herein after referred to as “The Owner” or “The Promoter” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assignees) of the **First Part;**

AND

Mr./Mrs./M/s. _____ **Age:** _____, **having address at**
 _____, **(PAN:** _____ **)**
and having Contact No. _____ **and E-mail Id:** _____,
 here in after referred as “Allottee” or “The Allottee” (which expression shall,
 unless it be repugnant to the context or meaning thereof, be deemed to include (in
 case of individual) his heirs, legal representatives, executors and successors, (in
 case of HUF) its members as at present and from time to time, and their
 respective heirs, executors and successors, (in case of Trust) its Trustees,
 beneficiaries and office bearers as at present and from time to time, (in case of
 Partnership firm) its partners as at present and from time to time, and the heirs
 and legal representatives of the last surviving partner, (in case of Company) its
 successors and permitted assignees) of **the Second Part;**

WHEREAS, the Owner or Promoter is a absolute owner and possessor of all that
 piece and parcel of the land being all that piece and parcel of Non Agriculture
 land being and forming notionally divided part of Final Plot No. 76/1 of Town
 Planning Scheme No. 66/A of Ranip, Village: Kali, Taluka: Ahmedabad City
 (West), District – Sub District: Ahmedabad, admeasuring 32634.23 Square
 Meters (herein after referred to as “Project Land - 1”) and Non Agricultural land
 being Final Plot No. 90/4 of Town Planning Scheme No. 66/A of Ranip, Village:
 Chenpur, Taluka: Ahmedabad City (West), District – Sub District: Ahmedabad,
 admeasuring 8399 Square Meters (herein after referred to as “Project Land - 2”),
 both Parcels together admeasuring 41033.23 Sq. Meters are more particularly
 described in the FIRST SCHEDULE hereunder written (Hereinafter referred to as
 the “the Project Land”).

ANDWHEREAS, The Project Land is amalgamated land parcel of Project Land
 - 1 and Project Land - 2 as descried herein above. Said Project Land - 1 being part
 of Final Plot No. 76/1 (Village - Kali) was earlier identified as part of Final Plot
 No. 61/1 and was derived form Original Consolidated Survey No. 61 (Comprising
 of old Survey Nos.- 61/1+2, 62, 63 part, 64, 65, 66, 71, 72, 73, 74, 75, 76/1+2,
 77/1+2, 78, 79, 80/1+2+3, 81/1+2, 82/2+3, 84 Part, 85 and 90), said Project Land
 - 1 was purchased and obtained by Promoter through sale deed/ conveyance deed
 dated 09/08/2016 registered at serial No. 10672 before the office of the Sub-

registrar Ahmedabad as executed in favour of the Promoter, similarly said Project Land - 2 (Village: Chenpur) was identified as part Final Plot No. 90/4 which was identified as amalgamated former Final Plot No. (19/1/1 + 19/1/2 + 19/2 + 20/1 + 37/2 + 38/1 + 38/2 + 38/3 + 45 + 46)/4 and derived from Revenue Survey No. 19/1/1 + 19/1/2 + 19/2 + 20/1 + 37/2 + 38/1 + 38/2 + 38/3 + 45 + 46, was purchased and obtained through sale deed/ conveyance deed dated 09/08/2016 registered at serial No. 10324 before the office of the Sub-registrar Ahmedabad as executed in favour of the Promoter.

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the Project Land and is in possession of the Project Land.

ANDWHEREAS the Promoter has proposed to construct and development residential apartments, bungalows and shops on the Project Land in various phases separately. As per internal master plan, Promoter is developing and constructing a scheme of residential apartments and commercial shops being Project - 1, said Project Known as “Anushthan Luxuria” (herein after referred to as “Scheme - 1”), which will be developed and constructed on approximate land area of 8198.89 Square Meter as internally demarcated by A,B,C,D,E,F in attached sketch at Annexure - 1. Further, Second Project being the scheme of residential Bungalows known as “Anushthan Villas” (herein after referred to as “Scheme - 2”) which will be developed and constructed on approximate land area of 31869.41 Sq. Meter as internally demarcated by E,F,G,H,I,J in attached sketch at Annexure - 1.

ANDWHEREAS this Booking Agreement is referring and concerning to the Scheme - 1 which consists of six blocks/towers of residential apartment and shops. As per approved plan towers identified as Blocks A, B, C, D, E and F shall be considered as Phase - 1 of Scheme - 1, while tower C and D shall be considered as Phase - 2 of Scheme - 1 and similarly tower E and F shall be considered as Phase - 3 of Scheme - 1. Further, Each of Block A B, C, D, E and F of Phase - 1 consists of 78 units of commercial Shops and 312 units of three BHK residential apartments with total 14 number of floors Scheme - 1 includes

common amenities and facilities provided and supplied within the demarcated plot area ABCDEF at Annexure - 1 as same shall be reserve for exclusive use of residential apartment/unit holders of all six towers of Scheme - 1(not for the shop holders/alottees of any of the phases of Scheme - 1 and not for Bungalow or unit holders of Project - 2 or any other project or phases). Scheme - 1 shall neither cover nor include any amenities and/or facilities provided or supplied within demarcated plot area E,F,G,H,I,J at Annexure - 1. even though joint plans were sanctioned by Ahmedabad Municipal Corporation.

AND WHEREASthe Promoter has specifically made it clear that save and except the Phase - 1 of Scheme - 1, remaining lay out or master plan as referred herein in respect of Project Land, is subject to change/modification as may be decided by Promoter time to time, and such change/modification shall be binding on the Allottee and Allottee hereby agrees that it shall not be necessary on the part of Promoter to seek consent of the Allottee for the purpose of making any changes/modification in other phases and project as may be approved by competent authority time to time, and same shall supersede the current or present layout or master plan as communicated with this Agreement.

AND WHEREASthe Promoter will comply the required provisions including registration before competent authority as and when formed and notified as provided in **Real Estate (Regulation and Development) Act, 2016;**

AND WHEREAS the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter as Scheme - 1 land being part of entire Project Land and to enter into Agreement/s with the allottee(s)/s of the Apartments 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 Scheme - 1 as well, and the plans, designs and specifications prepared by the Promoter's Architects Messrs Jigar Panchal and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016

(hereinafter referred to as "the said Act") and the Rules and Regulations made there under and the Allottee is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of Village Forms VI and VII and XII, non agricultural permission, town planning documents, or any other relevant revenue record showing the nature of the Scheme - 1, Project Land and also title of the Promoter to the Project Land on which the Scheme - 1 and Apartments thereto being constructed have also been inspected by the Allottee and is satisfied in respect of the same;

AND WHEREAS, the The Project Land was converted in to non-agricultural land vide permission/order bearing Nos. as mentioned bellow issued by Collector Office, Ahmedabad.

- 1) CB/ADM/NA/SR-819/2011 dated 02/05/20
- 2) CB/ADM/NA/SR-820/2011 dated 02/05/20
- 3) CB/ADM/NA/SR-823/2011 dated 02/05/20
- 4) CB/ADM/NA/SR-824/2011 dated 02/05/20
- 5) CB/LAND-2/NA/SR-782/2011 dated 16/03/2013

AND WHEREAS, the Promoter floated a commercial and residential project as Scheme - 1 on the demarcated plot ABCDEF referred at Annexure - 1 within Project Land, known as “Anushthan Luxuria & Anushthan Arcade”, and has prepared plans, specifications and designs of the same, which are duly approved by the Ahmedabad Municipal Corporation vide its Rajachithi bearing

1. 9875/141216/A7692/R0/M1 dated : 06/01/2018
2. 9876/141216/A7693/R0/M1 dated : 06/01/2018
3. 9877/141216/A7694/R0/M1 dated : 06/01/2018
4. 9878/141216/A7695/R0/M1 dated : 06/01/2018
5. 9879/141216/A7696/R0/M1 dated : 06/01/2018
6. 9880/141216/A7698/R0/M1 dated : 06/01/2018
7. 9881/141216/A7699/R0/M1 dated : 06/01/2018
8. 9882/141216/A7701/R0/M1 dated : 06/01/2018
9. 9883/141216/A7702/R0/M1 dated : 06/01/2018
10. 9884/141216/A7704/R0/M1 dated : 06/01/2018

11. 9885/141216/A7706/R0/M1 dated : 06/01/2018
12. 9886/141216/A7707/R0/M1 dated : 06/01/2018
13. 9887/141216/A7714/R0/M1 dated : 06/01/2018
14. 9888/141216/A7715/R0/M1 dated : 06/01/2018
15. 9889/141216/A7716/R0/M1 dated : 06/01/2018
16. 9890/141216/A7717/R0/M1 dated : 06/01/2018

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

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

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee has been annexed and marked as **Annexure - 2**.

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

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

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an shop/apartment in the said Project so developed and constructed in the Phase - 1 of Scheme - 1 on part of the Project Land, more particularly described here in

under at Second Schedule and referred to as “Scheduled Property” or “Said Apartment”;

AND WHEREAS the carpet area of the said Apartment is mentioned in Second Schedule and said "carpet area" is calculated as per the definitions and provisions of Real Estate (Regulation and Development) Act, 2016, and shall mean and include 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.

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

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

AND WHEREAS, 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 Apartment as may be detailed hereunder.

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

The recitals contained hereinabove for brevity's sake are not repeated in this operative part. However, they shall form part of this operative part of this Agreement, as if they are reproduced herein verbatim, and shall be integral part hereof.

1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee an Apartment as mentioned in Second

Schedule (hereinafter referred to as "the said Apartment") for the total consideration as mentioned in Part - A of Third Schedule given herewith, which is including and being the proportionate price of constructed common areas and facilities appurtenant to the premises of Scheme - 1, the nature, extent and description of the common areas and facilities which are more particularly described in the Fourth Schedule annexed herewith.

2. The Allottee has paid on or before execution of this agreement a sum as mentioned in Part - B of third Schedule and hereby agrees to pay to the Promoter the balance amount out of total consideration in the manner and schedule provided in Part - B of the Third Schedule.
3. The total price as stated above (Part - A of Third Schedule) excludes various other charges, taxes etc which are more particularly mentioned in Part - C of the Third Schedule.
4. The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
5. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate/building use permission is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate

of 9%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made proportionally to the total consideration link with area of Apartment as which is linked to proportionate applicable rate per Square Feet or Square Meter as calculated based on consolidated agreed consideration as agreed under this Agreement.

6. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
7. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
8. The 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 possession of Said Apartment to the Allottee and the common areas to the association of the allottee after receiving the Building Use Permission or the completion certificate as the case may be.
9. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Part - B of Third Schedule ("Payment Plan"). It is hereby expressly agreed that time for payment of each of the aforesaid installment, as mentioned in Part - B of Third schedule, shall be the ESSENCE OF THIS AGREEMENT. In the event of the Allottee making any default in payment of any one installment or any other amount due under this Agreement whether formally demanded or not, the Promoter shall be entitled

to recover the same delayed installments / payments with interest at the rate of 9 % per-annum for the delayed period or at the Promoter's option to cancel the reservation of the Said Apartment and to forfeit/deduct cancellation amount as mentioned in Part A of Third Schedule, and refund the remaining amount within the stipulated time as provided under RERA Act, 2016, and to dispose of the Said Apartment reserved for the Allottee to any other party as the Promoter may determine and the Allottee will have no claim of any nature whatsoever against the Promoter, or against the Said Apartment. This is without prejudice to other rights and remedies of the Promoter.

10. Allottee shall have right to terminate this agreement by written request to that effect and Promoter shall have right to retain/deduction amount as mentioned in Part A of Third Schedule, as termination charge/compensation/liquidated damages from Allottee. After retaining termination charge/compensation if any amount is required to be refunded to proposed Acquirer then, same will be paid to the Allottee within the stipulated time as provided under RERA Act, 2016.
11. It has been agreed that the Allottee shall not be entitled for any running or final bill or estimate of land contribution, construction contribution or any other separate detailed particulars of the said amount to be paid under this Agreement. However, the Promoter between them, for relevant purposes of title and accounting may fix specific separate amounts for land, FSI for the Said Apartment, construction cost, development charges for the scheme, etc.
12. The Promoter hereby declares that as per sanctioned plans, available and used Floor Space Index on entire Project Land as sanctioned by Ahmedabad Municipal Corporation is _____ Square Meters for various Phases and Schemes together, out of which _____ Square Meters is used in Phase - 1 of Scheme - 1. Promoter also propose to use further Built Up area of _____ Square Meters in Phase - 1 of Scheme - 1 and/or _____ Square Meters in various other phases of Scheme - 1 and/or 2, for which Promoter has planned to utilize additional built up area of _____ Square Meters as an additional Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive or FSI by implementing various scheme as mentioned in the Development Control

Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. Allottee has agreed to purchase the said Apartment 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.

13. If the Promoter fails to abide by the time schedule for completing the project and handing over the Said Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 9 % 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 9 % per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
14. Without prejudice to the right of promoter to charge interest in terms of sub clause 13 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement.
15. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD or Speed Post at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.
16. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of

any agreed liquidated damages or any other amount which may be payable to Promoter) within a period as may be specified Under the RERA Act, 2016, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

17. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its option in the said building and the Apartment as are set out in Annexure 'Fourth Schedule', annexed hereto.
18. The Promoter shall give possession of the buildings **A and B (Phase - 1 of Scheme -1) with part amenities and facilities** to the Allottee on or before **31st December 2019**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Apartment with interest at the same rate as may mentioned in the Clause 13 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
19. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated 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.
21. Procedure for taking possession: The Promoter, within 7 days of receiving / obtaining the BU permission i.e. occupancy certificate from the AMC and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Said Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Said Apartment to the Allottee, accordingly. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the

maintenance charges as determined by the Promoter or Association of allottees, as the case may be. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.

22. Failure of Allottee to take Possession of Said Apartment: Upon receiving a written intimation from the Promoter as per above Clause 21, the Allottee shall take possession of the Said Apartment 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 Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 21, such Allottee shall continue to be liable to pay maintenance charges/insurances/all other outgoings as applicable.
23. If within a period as may be specified under the RERA Act, 2016 from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any major structural defect in the said Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and incase it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.
24. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
25. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary

for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

26. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Said Apartment 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 Apartment) of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter **provisional monthly contribution of Rs 3 per Sq. Ft. per month** towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the unutilized amount is transferred to the society or the association or the limited company as aforesaid.
27. Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.
28. The Allottee shall pay to the Promoter a sum as mentioned in Part B of Third Schedule for meeting all legal costs, charges and expenses, including

professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment deed as the case may be.

29. It is proposed that, all the allottee of the Said Project shall be conveyed the undivided proportional share in Project Land together with constructed area in the interest of all allottees in conveyance deed but in case if the Project Land and/or Building and/or Common Amenities and Facilities have to be conveyed or transferred to such society/association/private limited company as the case may be due to statutory compliances or in the interest of allottees in that case the Allottee shall pay to the Promoter, the Allottees' share of stamp duty, registration charges and legal charges payable, by the said Society, Association or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building or the Project Land.
30. The Promoter has declared and announced their scheme by issuing brochures and pamphlets and publishing in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.
31. It has been agreed that if any changes, modifications or alterations are effected by the Promoter in the scheme in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Allottee, such changes or modifications or alterations shall be binding upon the Allottee and to that extent the terms and conditions, rights and obligations of the Allottee under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration shall not prejudicially affect the right of the Allottee with respect to the Said Apartment.
32. Notwithstanding other provisions herein, any arrangement that may be worked out by the Promoter for or in the matter of maintenance of the common amenities, facilities and services of the Complex, 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 acquirers of the premises in the scheme.

33. The Promoter shall have full power and absolute authority to allot any of the premises, or any part of the project including parking area, basement parking area, parking, common amenities, terrace, passages, open margin land, and everything described hereinabove as the Promoter may deem fit and proper. The same shall be binding upon the Allottee and the Allottee shall not have any power or authority to dispute, challenge or take objection for the same.
34. The Allottee shall obtain receipt for all the amounts that may be paid under the agreement to the Promoter. No claim for any payment shall be valid, save and except in respect of which the Allottee has obtained such receipts.
35. The Allottee of the Said Apartment will not use or permit to be used the common passages, stairs, staircases, or any other open areas, spaces, margin lands, etc. for waiting area, for personal functions, storage or keeping any articles or things or in any other manner.
36. The Promoter or any other person authorized by it may put up new or additional construction of one or more stories on the terrace or part thereof, subject to the building regulations in force at the relevant time, and/or in accordance and with compliance with the provisions of the RERA Act, 2016. Such construction that may be put up will absolutely belong to and will be of the ownership of the Promoter or the person who may erect. The Promoter or the person who may erect may deal with or dispose off the same in part or parts as it may deem fit. All amenities, facilities, services and utilities in the scheme may be common for such new or additional constructions. The Promoter for the purposes of proposed new or additional construction as disclosed herein this Agreement, shall be entitled TO TAKE full support, shelter and protection of the structure of the buildings and every part thereof, to make use of installations, infrastructure and other paraphernalia including walls, columns, beams, water system, drainage, sewerage, electrification etc.

Such new or additional construction may be erected, installed or put up with such design, specifications or details as the Promoter may deem fit, including to support the same by columns and beams from the ground. New terrace that may come into existence will also belong to the Promoter with the same rights as provided herein.

37. The Promoter may provide security, telephone cable, multipurpose cable, TV channels, internet and other communication facilities and other facilities of common use and purpose in the scheme at the cost of Allottees. These facilities may be made available to the Allottees in the scheme and to other persons from public. These facilities may be provided through any outside agency under contract with him on such terms and conditions as may be finalized by the Promoter with him. 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 members in the scheme. The Allottee may use such facilities as per rates - price - consideration and terms and conditions as may be fixed.
38. The transaction covered by this agreement at present is not understood to be exigible to tax under any direct or indirect tax laws or similar other laws. If however, by reason of interpretation or any amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be eligible to tax including but not limited to service tax, VAT, GST, works contract tax etc either as a whole or in part or any inputs of materials or equipments used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be payable by the Allottee on demand at any time.
39. The Said Apartment at the option and discretion of the Promoter will be made available as member and share holder of the Maintenance Entity or by such other conveyance deed as may be advised by the legal advisors to the scheme. The Promoter has informed the Allottee that the Maintenance Entity may finally hold the common amenities, facilities, services, common infrastructure and common open areas (Hereinafter referred to as the "Said Amenities"). The Allottee shall be required to become member of the Maintenance Entity and shall be bound by the arrangement that may be

worked out to manage, maintain, monitor, replace up-grade, etc., the said amenities by the Promoter shall be binding upon the Maintenance Entity and the Allottee in the scheme.

40. The scheme shall always be known as “**ANUSHTHAN LUXURIA**” and this name shall not be changed in any circumstances. However, the Promoter may change this name or give any other names to different wings.
41. So long as the Said Apartment shall not be separately assessed for Ahmedabad Municipal Corporation or any other authority, water rates, electricity bills, and any other outgoing, the Allottee shall pay to the Promoter such amount as may be fixed by it from time to time, in advance towards the same. After the premises in the buildings are separately assessed, the balance amount will be refunded to or deficiency will be recovered from the respective Allottee by the Promoter. The decision of the Promoter in all matters relating to the same shall be final and binding upon the Allottee.
42. The Allottee hereby agrees that in the event if any amount due to the Ahmedabad Municipal Corporation, the State Government or other public authority like betterment charges or development taxes or payment of similar and/or any other nature becoming payable by the Promoter, the same shall be reimbursed by the Allottee as may be fixed by the Promoter.
43. The Allottee shall maintain at his/her/its cost the Said Apartment in the same good condition, state and order in which it is delivered to him and shall abide by the Rules and Regulations of the Government, Ahmedabad Municipal Corporation, Nagar Panchayat, District Panchayat and Torrent Power Limited, local bodies and other authorities and shall attend, answer and be responsible for all actions.
44. It is hereby agreed that the Allottee shall not put any Board on the Said Apartment or any part of the building/s without the written consent of the Promoter. The place, colors and size of the Board/signage shall be decided by the Promoter.
45. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (a) The Promoter shall construct the said building/s consisting of three level basement, ground floor 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 have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- (b) The Promoter has clear and marketable title with respect to the Project Land; as declared in the title report as provided to the Allottee and Promoter 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;
- (c) 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;
- (d) There are no encumbrances upon the Project Land or the Project except those disclosed in the title report;
- (e) There are no litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title report;
- (f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building/wing and common areas;

- (g) 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;
- (h) 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (j) The Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas, facilities and amenities to such Society or Association 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 project 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 Project except those disclosed in the title report.

46. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE ALLOTTEE/S

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

- (a) If Allottee wish to avail any financial assistance/loan from any financial institution / Bank for the payment of the gross unit cost or any part thereof

in respect of Said Apartment as per the terms of Annexure “B”, in such an event Allottee shall ensure that, such financial institution/ Bank, from which financial assistance/loan is availed, shall make timely payment as per the terms of Part B of Third Schedule, without any demur and delay. It is the sole responsibility of the Allottee, to get the disbursement of the schedule payment from, such financial institution/Bank. Also Allottee shall give the authority letter/consent letter to the Promoter, authorizing the Promoter to withdraw the loan amount or part thereof in accordance with Part B of Third Schedule, directly from the said financial institution/Bank also cause and instruct financial institute/Bank to disburse in favour of the Promoter as per the terms of Part B of Third Schedule.

- (b) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities and Society or Association of the building/project or Promoters as the case may be.
- (c) The Allottee shall at no time demand partition of his/her/its interest in the building or the project or the Said Land. It being agreed and declared by the Allottee that his/her/its interest is impartable. The Said Apartment shall be used, occupied and enjoyed by the Allottee as one unit and the Proposed Acquirer shall not divide or sub- divide the same for use as more than one unit. It has been specifically agreed that the main door or rolling shutter of the Said Apartment shall not be changed, altered in colors, size or location. No other door, window or opening shall be made other than as proposed.
- (d) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any

other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach. And any decision or by-laws or rules notified or issued by Association or Society or Promoter as the case may be shall be binding and final to all allottees and/or members of the Project.

- (e) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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 shall indemnify the other allottee/s or society or association or promoter as the case may be.
- (f) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- (g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the building in which the

Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- (h) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and the building in which the Apartment is situated.
- (i) The Allottee shall insure and keep insured the Said Apartment 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 names of the Promoter and of the Allottee and whenever required he/she/it/they shall produce to the Promoter the policy / policies of such insurance and the receipt for the last premium paid in respect thereof and in the event of the Said Apartment being damaged or destroyed by fire or otherwise to expend the insurance money for the repair, rebuilding or reinstatement of the Said Apartment as soon as required.
- (j) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- (k) After the possession of the Said Apartment is handed over to the Allottee, if any additions or alterations in or about or relating to the building of which the Said Apartment forms part are thereafter required to be carried out by the Government, District Panchayat, Ahmedabad Municipal Corporation or any statutory authority, the same shall be carried out by the holders of the premises in the said building/s at their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- (l) The Allottee shall not at any time demolish or cause to be demolished the Said Apartment or any part thereof. The Allottee shall not make any alterations in the elevations and outside colors scheme of the Said Apartment to be purchased by him. 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 or to be made in the

sanctioned plans, 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.

- (m) The Allottee will not use or permit to be used the Said Apartment or any part thereof for any purpose other than the residential (such as hotels, restaurants, eatery, dairy, club, gymkhana, Doctors consulting, nursing home or hospital, laboratory, video game parlor, beauty parlor, cyber cafe, tuition and coaching classes, garage, services and repair of vehicles, office of the trade union or political parties). However, any other acquirer of other units specifically authorized by the Promoter may use any other unit/premises for any one or more of the said purposes restricted for use by the Allottee. The Allottee herein shall not be entitled to object, dispute or challenge the same, and the Allottee hereby give his/her/ its irrevocable consent for the same
- (n) 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- (o) 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 Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- (p) The Allottee shall observe and perform all the rules and regulations which the Society or Association or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 Society/Limited

Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- (q) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view, examine and repair the state and condition thereof.
- (r) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- (s) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.
- (t) If Allottee enter into any transaction with any Bank /Financial institution, to avail any loan or advance facilities, Promoter shall neither be responsible nor be held liable for any presentation and/or submission of any documents made by Allottee, in respect of such transaction in any event. Allottee shall indemnify the Promoter for all the damages/losses in respect any dispute/complaint regarding such transaction.
- (u) The Allottee hereby declares that he/she/it has read and/or, read over and explained to him/her/it, this agreement in Gujarati/local language and same is understood and agreed with each and every term of this Agreement before execution.

- (v) The Allottee hereby agrees with the Promoter and undertakes 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.
- (w) The Allottee shall comply and follow all the covenants as mentioned in the Master Sale Deed executed by Promoter herein with original owner of the Said Project Land.
- (x) The Allottee shall accept, acknowledge and confirm the facts that Said Apartment is a part of Phase - 1 development and construction with in Scheme - 1, which was part of the piece of land within Project Land, categorically demarcated and separated internally as plot ABCD, as delineated in Sketch at Annexure - 1, and Allottee further agrees that development and construction plans for either Project Land are sanctions jointly without any segregation of land and FSI by the sanctioning authority, thus Allottee shall not have any right or entitlement individually or jointly without allotted of Phase - 1 or Scheme - 1 to claim division or segregation of part of Project Land from Promoter, Society, or any other Allottees. And It is further agreed by the Allottee that, undivided share of land that may be conveyed to Allottee in its Conveyance Deed or Sale Deed shall not be separable or divisible at any point. Undivided share of land that may be conveyed to Allottee in future shall always be the indivisible and inseparable part and parcel of demarcated plot area ABCD only and not any other part or portion of Project Land.
- (y) The Allottee further confirm and agree that he/she/it shall have non exclusive and undivided right to use and utilise the amenities and facilities that are installed or erected over the land demarcated as ABCDEF in sketch attached at Annexure - 1 without any right or entitlement to use any other amenities or facilities or land that are developed or erected over other portion or part of Project Land or

Scheme - 2. It is further agreed and confirm that, Promoter has proposed to construct and develop a temple over the joint common area admeasuring 909.64 Sq/ Mts. marked as Temple in sketch at Annexure - 1, Said Temple shall be manage and operate by separate entity or trust as may be formed by Promoter and all the donation or revenue generated by such Temple or Trust shall exclusively belongs to it and Allottee or any other member of the Scheme - 1 or Scheme - 2 or their respective society/maintenance society shall not have any claim, right or share in such donation or revenue and same shall be used by the Temple or Trust as per the purpose and object of the Temple Or Trust. Allottee or any other member of any Phase or Scheme or any maintenance society or entity, shall not have right to vacate or demolish such Temple at any given point of time or claim right over such Temple Land even thought they may hold undivided share of such land as common amenities and facilities.

47. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said Apartment 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.

48. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the

Allottee, application of the Allottee 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, but subject to deduction and forfeiture of Rs. 5,00,000/- as liquidated damages and/or opportunity loss to Promoter.

49. 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 apartment/plot/building, as the case may be.

50. RIGHT TO AMEND

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

51. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE AND 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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

52. SEVERABILITY

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

53. 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(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

54. 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.

55. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

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 and the Promoter will attend such office and admit execution thereof.

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

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

57. STAMP DUTY AND REGISTRATION: The charges towards stamp duty and Registration of this Agreement shall be paid and borne by the Allottee.

58. DISPUTE RESOLUTION:

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

59. 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

FIRST SCHEDULE - "THE PROJECT LAND" **THE FIRST SCHEDULE ABOVE REFERRED TO :-**

All that piece & parcel of the non agricultural land admeasuring 32634.23 sq mtrs or thereabouts or 39030.54 Sq. Yards or thereabouts, being and forming notionally divided part of Amalgamated **Final Plot No. 76/1** of Town Planning Scheme No. 66/A Ranip, Taluka: City (West), Dist & Sub Dist :- Ahmedabad and bounded by:

North: land of F P No 90/4 (Village Chenpur) and railway land

South: part of F P No 76/1

East: railway land

West: 24m wide TP Road

AND

All that piece and parcel of land measuring 8399 sq mts or thereabouts being F P No 90/4 corresponding to former Final Plot No. (19/1/1 + 19/1/2 + 19/2 + 20/1 + 37/2 + 38/1 + 38/2 + 38/3 +39/2+39/3+ 45 + 46)/4 (Village Chenpur) and bounded by:

- North: 18m wide TP Road
- South: 24m wide TP Road and part of F P No 76/1
- East: part of F P No 76/1
- West: 24m wide TP Road

SECOND SCHEDULE - “SAID APARTMENT”

THE SECOND SCHEDULE ABOVE REFERRED TO:-

2 BHK/ 3 BHK / 4 BHK

ALL THAT, **Premises/Unit No.**_____, on the ____ Floor, of the building known as **Block- “ ”**,admeasuring about **Sq.Metres or Sq.feet.** of usable constructed Carpet Area, with **Sq. Meters or Sq. Feet** of additional construction being balcony, veranda and wash area together with undivided, non-exclusive right to use Common Areas, Amenities and Facilities so included within Project known as **“ANUSHTHAN LUXURIA”** constructed and developed on the Project Land more particularly described in the First Schedule hereinabove, with undivided **land share of Sq. Meters** therein and bounded by as follows.

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

THIRD SCHEDULE

PART - A

Details and Breakup for Total Consideration

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee said Apartment as mentioned in Second Schedule (hereinafter referred to as "the said Apartment") for the total **consideration of Rs. _____/-**, which includes aggregate consideration from following clauses 1 to 3:

1. An Amount of Rs. _____ towards Usable Constructed Carpet Area admeasuring Sq. Mts or Sq. Ft. with Sq. Meters or Sq. Feet of additional construction being balcony, veranda and wash area.
2. An Amount of Rs. _____/- towards undivided proportionate non-exclusive Project Land admeasuring Sq. Mts.
3. An Amount of Rs. _____/- towards proportionate price of constructed common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Fourth Schedule annexed herewith including One Free allotment of Numbered Common Car Parking Space.

Disclosure:

1. Cancellation Charges/Liquidated Damages: 10% @ Cost Paid or Rs 5,00,000/- whichever is higher will be charged in case of cancellation by Allottee or by Promoter on default by Allottee.
2. Charges like Power supplier charges, AMC charges, Stamp duty, Registration Charges, legal charges, VAT, GST, legal charges or any other govt. charges etc. Shall be payable as actual & in case of any upward revision from concern authorities

in future, the same would be recovered on pro-rata basis. If Govt. impose new Taxes or Promoter found holder’s responsibility for any govt. taxes other than mentioned here,during or before completion of project, same will be recover from the unit holder on actual basis. All charges once levied shall be Non-refundable in any event.

- 3. Installment of payment must be done within a 7 days within date of demand. Interest of 9 % p.m. will be charged for late payment. Bank loan disbursement will be member’s liability.
- 4. Member has to take possession within 30 days from the date of issuance of intimation about possession.

THIRD SCHEDULE
PART - B
Payment Schedule

Stages of Work Progress	% of Dues As Per Stages of Work Progress	Amount Dues as per Stages of Work Progress
Before Booking Agreement	10%	
On Execution of Booking Agree- ment	20%	
Plinth	11%	
Installment on 1st Slab	3.00%	
Installment on 2nd Slab	3.00%	
Installment on 3rd Slab	3.00%	
Installment on 4th Slab	3.00%	
Installment on 5th Slab	3.00%	
Installment on 6th Slab	3.00%	
Installment on 7th Slab	3.00%	
Installment on 8th Slab	3.00%	
Installment on 9th Slab	3.00%	

Installment on 10th Slab	3.00%	
Installment on 11th Slab	3.00%	
Installment on 12th Slab	3.00%	
Masonry, Internal Plaster	6.00%	
External Plaster, Plumbing, Elec- tric, Flooring etc	6.00%	
Completion and Finishing of Ex- ternal Common Area of Building such as lobby/Lift/Fire Protection System etc	6.00%	
Possession	5.00%	
	100.00%	

Note: Each Installment shall be paid by cheque/DD/Pay order payable at Ahmedabad. Any outstation cheque shall be charge for Rs 500/- and in case of **dishonor of the cheque for anyreason also shall be charged for Rs. 500/- per instrument. /Cheque.**

In accordance with the above payment schedule Allottee has paid sum of **Rs. _____/- (Rupees _____ Only)** as per following details out of above mentioned Total Consideration, receipt of which Promoter hereby accept and acknowledge.

Payment Details

Rs. _____/-

(Rupees _____ Only)
Cheque no. _____ dtd. _____ drawn on
_____ Bank, _____ Branch. Ahmedabad

Rs. _____/-

(Rupees _____ Only)
Cheque no. _____ dtd. _____ drawn on
_____ Bank, _____ Branch. Ahmedabad

Rs. _____/-

(Rupees _____ Only)
Cheque no. _____ dtd. _____ drawn on
_____ Bank, _____ Branch. Ahmedabad

Rs. _____/-

(Rupees _____ Only)
paid by TDS Challan No. _____ dtd. _____,

drawn on _____ Bank, _____
Branch, Ahmedabad.

Rs. _____/-

=====

(Rupees _____ Only)
paid by TDS Challan No. _____ dtd. _____,
drawn on _____ Bank, _____
Branch, Ahmedabad.

Rs. _____/-

=====

(Rupees _____ Only)

THIRD SCHEDULE
PART - C

Exclusions in total consideration and/or Other charges/fees not included in
PART – A

1. Various Statutory Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Apartment, which shall be separately payable /reimburse by the Allottee or recoverable from Allottee in the manner as may be decided by the Promoter but in any case on or before the handing over the possession of the said Apartment or on or before the execution of the conveyance/sale deed whichever is earlier.

2. Electricity supplier (Torrent Power Ltd.) charges relating to electricity connection - electrical power, laying of cable charges, installation of transformer or sub-station or other equipments and instruments; payment of security and other deposits, liaison fees; and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.

- 3. Legal, stamp duty and all other expenses in connection with the formation and registration of the Maintenance Entity / Promoter.
- 4. Monthly maintenance charges or any other capital charges required to install any common facilities and/or amenities etc as and when decided and required shall be paid by the Allottee.
- 5. Payment of expenses for if any extra work or internal alteration work done as per Allottee’s instruction.
- 6. If Fire Protection System or any other service, utility or facilities is required by law or any authority, to be installed or erected or any other measures may additionally be required to be taken, all and every cost, charges and expenses for the same shall, proportionately, coming to the share of the Allottee, be borne and paid additionally.

FOURTH SCHEDULE
Specification

Particulars	Remarks
Lift	- Schindler or equivalent nature
LIVING ROOM/DINING ROOM	Living/Dining & Kitchen Vitrified Flooring Other Passages & waiting area Vitrified Flooring Walls and ceiling mala plaster with wall putty Provision for Split AC piping - Main Entrance Door
KITCHEN	- Modular Kitchen with Granite Platform - Chimney & Hub
VERANDAH	- Vitrified Tiles flooring - Glass Railing with SS Top.
PLUMBING WORK	- CPVC Water Supply Pipes and UPVC pipes for soil, waste & drainage systems

ELECTRICAL WORK	- Branded Modular Switches - 3 Phase Concealed Copper Wiring with adequate number of points in all rooms - Each room will have TV/Cable Points
BEDROOM	Vitrified Tiles - Walls and ceiling- Mala Plaster with Wall Putty - Thick flush door with both sides laminate - Toilet door thick flush door with laminate on both side Master Bedroom with Wooden Flooring
TOILET	- Higher range of designer tiles on floor and Walls (up to lintel level) Platform of Granite - Designer CP and Sanitary fittings of ISI make or equivalent bathroom fitting
WINDOWS	- Anodized Aluminum Sliding Windows with Stone Jamb

FIFTH SCHEDULE

Common Area, Facilities and Amenities

**Non Exclusively and undecidedly usable by all Apartment Allottees of
Scheme - 1 jointly within demarcated area ABCD**

Particulars
CLUB HOUSE
GYM
CHILDREN PLAY AREA
INDOOR GAMES
WATER BODY
OPEN AMPHI THEATRE
GAZEBO
MULTIPURPOSE PLAY COURT
JOGGERS TRACK
SKATING RING
SWIMMING POOL WITH DECK

SPLASH POOL
LAWN

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

SIGNED, SEALED & DELIVERED BY THE WITHIN NAMED
PROMOTER: M/S. **ANUSHTHAN DEVELOPERS**,
Through its Authorized Signatories/
Officer/Representative
Mr. _____

SIGNED, SEALED & DELIVERED BY THE WITHIN NAMED
ALLOTTEE:
Mr. _____

In the presence of:
1. _____ 2. _____

Schedule As per the Section – 32 (A) of Registration Act.

SIGNATURE	PHOTOGRAPH	THUMB IMPRESSION
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FIRST PARTY
PROMOTER

M/S. **ANUSHTHAN DEVELOPERS**,
Through its Authorized Signatories/
Officer/Representative

Mr.

SECOND PARTY

ALLOTTEE:

SIGNED AND DELIVERED BY
THE WITHINNAMED

(1)

(2)