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AGREEMENT TO SELL

(Without Possession)

This Agreement made at Ahmedabad this ____ day of December in the year Two Thousand ____ between

THE PARTY OF THE FIRST PART:

PROMOTER:

THE LAND OWNER:

M/s. Alay Infra LLP PAN NO.: ABLFA8362M, a LLP registered under the Limited Liability Partnership ACT, 2008 having its registered office at 401, 4th Floor, Sur Mount, Building, Nr. Vasupujya Bungalows, Opp. Iskon Temple, S. G. Highway, Satellite, Ahmedabad - 380054 through its Authorised Partners are

FOR, ALAY INFRA LLP

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DESIGNATED PARTNER

1. **Mr. Babubhai Jesangbhai Desai (PAN: ABOPD5495K)**, Aged by Adult, Occupation: Business, Indian Inhabitant, residing at A/25, Bhagwat Nagar Society, Opp. Gulab Tower, Sola Road, Ahmedabad 380059
2. **Mr. Ravi Babubhai Desai (PAN: ALFPD6873Q)**, Aged by Adult, Occupation: Business, Indian Inhabitant, residing at A/25, Bhagwat Nagar Society, Opp. Gulab Tower, Sola Road, Ahmedabad 380059
3. **Mr. Anand Babubhai Desai (PAN: ARLPD1880H)**, Aged by Adult, Occupation: Business, Indian Inhabitant, residing at A/25, Bhagwat Nagar Society, Opp. Gulab Tower, Sola Road, Ahmedabad 380059
4. **Mr. Jayeshbhai Virambhai Desai (PAN: ALCPD7981N)**, Aged by Adult, Occupation : Business, Indian Inhabitant, residing at 497, Rabari Vas, Near Chandlodia, Gota, Daskroj, Gota, Ahmedabad 382481 – Gujarat, hereinafter referred to as "The Promoter" or "The developer"

AND

THE PARTY OF THE SECOND PART:

VENDEE:

ALLOTTEE:

_____ (PAN: _____),

Aged: _____ Years, Occupation: _____, Indian Inhabitant, having address at _____

hereinafter referred to as "THE ALLOTTEE" or "THE ALLOTTEE" (which expression shall wherever the context so requires or admits, mean and include his/her/their/its heirs, legal representatives, successors-in-

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interest, executors and administrators and in the case of a LLP firm, the partners for the time being and from time to time constituting the firm and the survivor of them and the legal heirs, executors and administrators of each of the partners and in the case of a company or a body Corporate its successors and assigns) of the "SECOND PART".

WHEREAS under and by virtue of a sale deed, dated: 25.07.2018, vide registration no. 13877, registered before Sub-registrar of Assurances, Ahmedabad, executed by 1. Virambhai Arjanbhai 2. Vishnubhai Arjanbhai in favour of the party of the FIRST PART, M/S Alay Infra LLP through its authorized person 1. Mr. Anand Babubhai Desai, 2. Ravi Babubhai Desai 3. Babubhai Jesang Desai 4. Mr. Jayeshbhai Virambhai Desai and the Promoter is absolutely seized and possessed of otherwise well and sufficiently entitled to:

AND WHEREAS the promoters are entitled and enjoyed upon to construct buildings on the project land;

AND WHEREAS the promoter is in possession of the project land

AND WHEREAS the promoter has proposed to construct on the project land in the scheme namely "APOORVAM" having 4 blocks (A, B, C & D)

AND WHEREAS the Promoter has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") with the Real Estate Regulatory Authority at _____ under no. _____; a

FOR, ALAY INFRA LLP

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DESIGNATED PARTNER

certified true copy of the said registration is attached as Annexure '1' hereto.

AND WHEREAS the allottee is offered an apartment bearing number _____ on the _____ floor in the building called "APOORVAM" being constructed in the single phase of the said project, by the promoter.

AND WHEREAS by virtue of the LLP deed; the promoter has sole and exclusive right to sell the Apartments in the said building to be constructed by the promoter on the project land and to enter into agreement with the allottee 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 the plans, designs and specifications prepared by the promoter's architects Mrs. Anisha Rathi and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder and the allottee if satisfied in respect of the same.

AND WHEREAS the authenticated copies of Certificate of Title issued by the M/s. H. Desai & Company Advocate and Solicitors of the Promoter, authenticated copies of Property card or extract of Village Forms or any other relevant revenue record showing the nature of the title

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of the Promoter to the project land on which the Apartments are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect of the same.

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

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

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 A.

AND WHEREAS in accordance with the permission and plans duly granted/ approved by Ahmedabad Municipal Corporation vide its Commencement Letter (Rajachitthi) of Single Phase bearing in

Case No. BHNTI/NWZ/021118/CGDCRV/A0628/R0/M1, Rajachitthi no. 00889/021118/A0628/R0/M1, FOR BLOCK - A, and

Case No. BHNTS/NWZ/021118/CGDCRV/A0629/R0/M1, Rajachitthi no. 00890/021118/A0629/R0/M1, For Block: B, and

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Case No. BHNTS/NWZ/021118/CGDCRV/A0630/R0/M1, Rajachitthi no. 00891/021118/A0630/R0/M1, For Block: C, and

Case No. BHNTS/NWZ/021118/CGDCRV/A0631/R0/M1, Rajachitthi no. 00892/021118/A0631/R0/M1 For Block: D

Dated: 17.01.2019 for Block No. A+B+C+D the said Vendor is in process of developing the said Lands pursuant to the approved plans by constructing a residential scheme thereon to be known as **"APOORVAM"** comprising of **116 Residential + 26 Commercial Units**, together with all Common amenities and facilities provided therein for the beneficial enjoyment of the **Residential + Commercial Units** in the said scheme.

AND WHEREAS the Promoter has got 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 or the Building Use Permission 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

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the completion or occupancy certificate and / or Building Use Certificate in respect of the said building shall be granted by the concerned local authority.

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

AND WHEREAS the allottee has applied to the promoter for allotment of an Apartment No. _____ On _____ the floor being constructed in the single phase of the said project.

AND WHEREAS the carpet area of the said Apartment is _____ square meters i.e. _____ square feet and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony area and exclusive wash area balcony 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, prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____ only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the

Allottee as advance payment and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties.

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

1. The Promoter shall construct the said buildings consisting of 4 blocks (A, B, C & D) 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 Government authorities or due to change in law.

1 (a)

(1) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ____ Of the residential apartment of carpet area admeasuring ____ Sq. mtr i.e. ____ Sq. Ft. ____ on Floor for the consideration of Rs. ____/- (Rupees ____ only) being the proportionate price of the common areas and facilities Apartment to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(2) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee balcony having area admeasuring ____ sq. mtr. i.e. ____ sq. ft. carpet area forming part of the apartment; which consideration includes in the Para 1 (a) (1).

(3) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee wash area balcony having area admeasuring ____ sq. mtr. i.e. ____ sq. ft. forming part of the Apartment; which consideration includes in the Para 1 (a) (1).

(4) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing No. ____ situated at Basement and/ stilt and /podium being constructed in the layout for the consideration includes in the para 1(a) (1).

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1(b) The total aggregate consideration amount for the mentioned herein above from clause 1 a (1) to (4) is Rs. _____/-(Rupees _____ only).

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____/-(Rupees _____ only) as advance payment and hereby agrees to pay to that Promoter the balance amount of Rs. _____/-(Rupees _____ only) in the following manner :-

- i. Amount of Rs. _____/-(Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the promoter after the execution of Agreement.
- ii. Amount of Rs. _____/-(Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the Building or wing in which the said Apartment is located.
- iii. Amount of Rs. _____/-(Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the Building or wing in which the said Apartment is located.
- iv. Amount of Rs. _____/-(Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the

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Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

- v. Amount of Rs. _____ /-(Rupees _____ only)
(not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs. _____ /-(Rupees _____ only)
(not exceeding 85% of total consideration) to be paid the promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said apartment is located.
- vii. Amount of Rs. _____ /-(Rupees _____ only)
(not exceeding 95% of total consideration) to be paid to the promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the agreement of sale of the building or wing in which the said apartment is located.
- viii. Balance Amount of Rs. _____ /-(Rupees _____ only) against and at the time of handing over of the possession of the apartment to the allottee on or after receipt of occupancy certificate or completion certificate

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

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

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate and / or Building Use certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the

Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in-its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to

the association of the allottees after receiving the occupancy certificate or the completion certificate or both or the Building Use Certificate, as the case may be.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause I (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index (FSI) available ___ as on date in respect of the project land is 5466.00 square meters only and Promoter has planned to utilize Floor Space Index of ___ by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of Nil as proposed to be utilized by him on the project land in the said Project and 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.

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4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [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 14% 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 14% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share 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:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered 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.

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 of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its option in the said building and the Apartment as are set out in Annexure 'C', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before **31st January 2024**. 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 Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon

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is repaid. 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.

7.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate / Building Use permission from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. 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 Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate / Building Use permission of the Project.

7.2 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:

7.3 Failure of Allottee to take Possession of [Apartment]: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [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 [Apartment] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the 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 in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or

beyond the control of the Promoter. TO BE EXECUTED after it is mutually agreed between both PROMOTER and ALLOTTEE.

Provided that the Promoter shall not be liable to rectify any defect or for payment of any compensation in the following cases:

- a. If the cause of any such defect is not attributable to the Promoter or are beyond the control of the Promoter; or
- b. In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- c. Promoter shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory-made products which are not considered as defect by the manufacturers or the supplier; or
- d. In case where guarantees and warranties are provided by the third parties, the same shall be extended to the Allottee and to honor such warranties and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts or applicable licenses are not done/renewed by the Allottee/Management Body, the Promoter shall not be responsible for any defects occurring due to the same.; or
- e. If the Allottee has defaulted in any of its representations or warranties as mentioned in clause of this agreement.
- f. The Management Body or the individual Allottee shall adhere to maintenance schedule as prescribed by the manufacturer/Promoter.
- g. The Allottee shall not carry out any alterations of any nature in the said Property which shall include but not be limited to alterations in columns,

beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in leakage/seepage of the water. If any of such works are carried out without the written consent of the Promoter, then the defect liability automatically shall become void.

- h. The Allottees are aware that sometimes the leakage of the water from the toilets, bathroom and wet areas may happen in Units as well as from the neighboring and upper Units. Leaked water/ Moisture may appear on the walls of Said Unit and may deteriorate paint and plaster on the walls. Allottees are aware that water being substance in liquid state is likely to escape, resulting into leakage. Even if all safety measures are taken to seal the joints pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with the construction and cannot be construed to be defects as mentioned in this deed. Allottees agree that Promoter shall not be liable for any damage in the Unit due to leakage of water and its various other after effects. However, the Allottees hereby undertakes to get repaired the toilets and wet areas at its own cost/expense in case the occupiers of lower or adjoining units complain of any water leakage in their apartments.
- i. The Lift facility in this building shall be used as per rules of the management Body which is formed for the management of Said building. It is to be economically use and misuse of the same shall be averted. The lift is of standard quality and necessary permission are taken for its usage. But it is a machine and is not manufactured by the Promoter. Therefore, during the use of the lift and even as result of negligence or otherwise, if anyone is injured or any damage occurs then the Promoter shall not become

responsible for it and the Allottees or their family members, staff, visitor, heirs etc shall not demand/shall not be entitle to demand such damages/compensation from the Promoter and Allottee hereby gives assurance and consent in it. The Allottee is hereby made aware that as per the general development control regulations (GDCR) notified by Govt of Gujarat under Gujarat Town Planning and Urban Development Act 1976, it shall be the responsibility of the Owners/Allottee of a building to ensure that the lifts are kept in good condition, repair such as its safe to use. It will be responsibility of the Owners/Allottees to take renewals of Lift licenses/ Maintenance contracts of Lifts at their own cost from competent authority. The Allottees Confirms to abide with the statutory requirement in this regards.

That as per the rules of the local authority and norms of the Fire Department, a Fire Fighting System has been Installed in the Project Building. The Allottees hereby confirm that the responsibility for the maintenance, repair and proper up – keep of the said system shall be that of the members residing in the project and any loss damage injury accident death caused by a fire break out or due to functioning/nonfunctioning of the Fire System shall be sole responsibility of the Allottees and no demands/action/claims whatsoever in respect of the same shall be made against Promoter or Management Body. The Allottee is here made aware that as per the general development control regulations (GDCR) notified by Govt of Gujarat under Gujarat Town Planning and Urban Development Act 1976, it shall be the responsibility of the Owners/Allottee of a building to ensure that the fire prevention and safety provisions in a building are kept in good working condition at all times. It will be

responsibility of Allottees to get periodic maintenance/Inspection Certificate, Maintenance contracts Fire System and licenses at their own cost from the Fire Protection Consultant/Competent Authority. The Allottees hereby confirm to abide with the statutory requirements in this regards

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/shop/~~show room/godown~~ for carrying on any industry or business (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of 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 organization 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.

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

11. The Allottee shall pay separately all the amounts against the 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 of lease.

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

Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (1) The Promoter has clear and marketable title with respect to the project land; as de Glared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- (2) 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;
- (3) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- (4) 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;
- (5) 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;

(6) 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;

(7) 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/Plot] which will in any manner, affect the rights of Allottee under this Agreement;

(8) 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;

(9) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

(10) 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;

(11) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

(1) To maintain the Apartment at the Allottee's own cost in good and tenable 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, if required.

(2) 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

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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.

(3) 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

(4) 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, Parris or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

(5) 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.

(6) 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,

(7) 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 w electricity or any other service connection to the building in which the apartment is situated.

(8) To bear and pay increase in local taxes, \water charges, insurance and such other levies. if any which are imposed 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.

(9) The Allottee shall not let, sublet, 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.

(10) The Allottee shall observe and perform all the rules and regulations which the society or the limited company or Apex body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for 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 outgoings' in accordance with the terms of this agreement.

(11) The allottee shall permit the promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

(12) The allottee shall permit the promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The promoter shall maintain a separate account in respect of sums received by the promoter from the allottee as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or association or company or towards the out goings,

legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said apartments or of the said plot 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.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the promoter executes this agreement, he shall not mortgage or create a charge on the apartment and if any such mortgage or charge is made or created than notwithstanding anything contained in any other law for the time being in forces such mortgage or charge shall not affect the right and interest of the allottee who as token or agreed take such apartment

18. BINDING EFFECT

Forwarding this agreement to the allottee by the promoter does not create a binding obligation on the part of the promoter or the allottee until, firstly, the allottee signs and delivers this agreement with all the

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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 registrations 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.

19. ENTIRE AGREEMENT This Agreement, along with its schedules and annexures, Constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

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

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT Wherever in this Agreement it is stipulated that the Allottee has to make 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.

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

25. PLACE OF EXECUTION The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, \Villa 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

26. 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.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and

notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allotted (Allottee's Address): _____,
having address at _____

M/s Promoter name (Promoter Address): **M/s. Alay Infra LLP, PAN NO. ABLFA8362M**, a LLP firm registered under the Limited Liability Partnership ACT, 2008 having its registered office at 401,4th Floor, Sur Mount, Building, Nr. Vasupujya Bungalows, Opp. Iskon Temple, S. G. Highway, Satellite, Ahmedabad - 380054

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

28. JOINT ALLOTTEES

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

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

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

31. GOVERNING LAW

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

FIRST SCHEDULE

(Particulars of the said Property being the entire land)

To all those pieces and parcels of freehold land lying and being at Non - Agricultural Land bearing Final Plot No.: 57, admeasuring 5466.00 Sq. Mtrs of town planning scheme no. 33(Gota), Survey no. 231/1 & 231/2 at Village: Gota, Taluka: Ghatlodiya, District: Ahmedabad Sub District: Ahmedabad-8(Sola) , Gujarat and bounded as follows:

East	F. P. No. 41/1, 41/2 & 42
West	F. P. No. 133
North	F. P. NO. 135 & 40/1
South	30 Meters T. P Road

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(Particulars of the Said Apartment)

Residential Apartment no. _____ On _____ floor admeasuring _____ sq. Mtr. (_____ Sq. Ft.) carpet area i.e. _____ Sq. mtr. (_____ sq. Ft.) Built- up area in the "APOORVAM" scheme being constructed on the portion of the Said Property along with proportionate undivided right, title and interest in about _____sq. ft. (i.e. _____ sq. mtr.) of land being common areas of the Scheme namely "APOORVAM" common roads, common plot, etc. being part of Non - Agricultural Land bearing Final Plot No.57, admeasuring 5766.00 Sq. Mtrs of town planning scheme no. 33, Survey no. 231/1 & 231/2 at Village: Gota ,Taluka: Ghatlodiya, District: Ahmedabad Sub District : Ahmedabad-8(Sola), Gujarat and bounded as follows:

East	
West	
North	
South	

SECOND SCHEDULE

**(Referred here to set out the nature, extent and description
of common areas and facilities)**

- Constructed by RCC Frame Structure and Earthquake resistant.
- Internal MALA Plaster with double putty or gypsum plaster.
- External Double coat MALA Plaster with texture and 100% acrylic paint.
- Concealed copper wiring with sufficient light points and plug points with branded modular switch accessories.
- Vitrified tiles flooring in drawing, kitchen, dining and all bed rooms, Wooden flooring in Master Bed room.
- Mirror polished granite platform with adequate size S.S. sink and lintel level dado on platform side wall.
- Anti-skid flooring and Designer tile dado upto lintel level. Bath fitting, sanitary ware of jaquar and Hindware or equivalent brands.
- Main door decorative with wooden frame. And all inside doors will be both side wood look laminated or polished. All Windows are anodized or powder coated aluminum section with marble sill.

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- All apartments are connected with security cabin. For careful watch and recording CCTV cameras on all GF common areas.
- Lift of MNC Brand.

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

SIGNED AND DELIVERED.

M/S. ALAY INFRA LLP

By the within named Authorised Person

Mr. Anand Babubhai Desai _____

WITNESSES:

1. _____

2. _____

FOR, ALAY INFRA LLP

DESIGNATED PARTNER

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

Land Owners:
ALAY INFRA LLP

Through its Authorized person

Mr. Anand Babubhai Desai

Allottee:
