

DRAFT OF AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") made at Ahmedabad this _____ day of _____, Two Thousand _____

BETWEEN

M/s. SURYA KIRAN DEVELOPERS (PAN: ABQFS3731B), a Partnership Firm formed under the Indian Partnership Act, 1932 having its, Address: GF. A Block, Vishal Tower, Lane opp. Shell Petrol Pump, Nr. Shaligram III, Prahaladnagar, Satellite, Ahmedabad - 380 015 , hereinafter called "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part

AND

hereinafter called "THE ALLOTTEE" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include (in case of individual) his / her / their respective heirs, legal representatives, executors, successors and permitted assigns, (in case of HUF) its coparceners and members as at present and from time to time, and their respective heirs, executors, successors and permitted assigns, (in case of Trust) its Trustees, beneficiaries and office bearers as at present and from time to time and permitted assigns, (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 and permitted assigns, (in case of Company) its successors and permitted assigns) of the Other Part.

WHEREAS the Promoter is the sole and absolute owner, occupier and possessor of Non Agricultural Lands comprising of [1] Non-Agricultural land admeasuring 7466 Sq. mtrs bearing Final Plot no. 73/2 allotted in lieu of Survey no. 424/3 of Mouje Fatehwadi and; [2] Non-Agricultural land admeasuring 2671 Sq. mtrs bearing Final plot no 26/1 allotted in lieu of Survey no. 301/1 of Mouje Okaf and collectively amalgamated as F.P. No. 26/1 + 73/2 admeasuring 10137 Sq. mtrs in the T.P. scheme no. 88 (Sarkhej - Okaf - Fatehwadi - Sanathal); Taluka Vejalpur of the Registration District of Ahmedabad Sub-District Ahmedabad-04 (Paldi) and more particularly described in First Schedule hereunder written (hereinafter referred to as the "Project Land").

AND WHEREAS the Promoter had purchased the said Project Land from its previous owner Mr. Sharad C. Patel, vide following sale deeds, registered with the office of the Sub Registrar Ahmedabad-04 (Paldi) and the details of the sale deeds is as per below:

Sr no.	Sale Deed no.	Registration Date	Revenue. Survey No.	F.P.no. allotted in lieu Rev. Sur no. under T.P. Scheme no. 88 (Sarkhej - Okaf - Fatehwadi - Sanathal)
1	5438	08.08.2014	424/3	73/2
2	3552	03.06.2019	301/1	26/1

The Non Agriculture Use Permission for the said Project land has been granted by the District Collector, Ahmedabad, as per its Order dated 14.06.2010, bearing No. CB/CTS/NA/SR/791/2009 and Order dated 05/02/2019 bearing no CB/NA/AHMEDABAD/OKAF/301/1/999088/2019.

AND WHEREAS the **PROMOTER** is developing a project of Residential cum Commercial units under the name of “**AAKASH HOMES**” (Hereinafter referred to as the “**Project**”) on the said Project Land and the **PROMOTER** has got the plans sanctioned for the same from the designated authority AHMEDABAD MUNICIPAL CORPORATION (AMC) as per the details below:

Commencement (Rajachitthi) Letter no.	Date of Letter	Block no.	No. of Residential Units	No of Non- Residential Units
01844/020119/ A1212/R0/ M1	16 - 05 - 2019	A+B	88	10
01845/020119/ A1213/R0/ M1	16 - 05 - 2019	C+D	194	-
01846/020119/ A1215/R0/ M1	16 - 05 - 2019	E	96	-
01847/020119/ A1216/R0/ M1	16 - 05 - 2019	F+G	192	-

AND WHEREAS the Promoter is entitled and enjoined upon to put up the Project on the Project Land. The Promoter is in possession of the Project Land and has commenced the development of the said Project as per the sanctioned plans.

AND WHEREAS the Allottee has desired to purchase a Unit bearing number _____ situated on _____ floor of _____ Block as per details below, more particularly described in the Second Schedule hereunder written. (Hereinafter referred to as the said “Property” or “Unit”).

AND WHEREAS the Promoter has registered the Project under the provisions of The Real Estate (Regulation and Development) Act, 2016 (Hereinafter referred to as the “Said Act”) with the Real Estate Regulatory Authority at No. _____, dated _____, authenticated copy is attached as **Annexure “A”** hereto.

AND WHEREAS the Promoter has sole and exclusive right to sell the units in the said Project to be put up by the Promoter on the Project Land and to enter into agreement/s with the allottee(s) of the units and to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Project Land and the said approved plans, designs and specifications and of such other documents as are specified under the Said Act and the Rules and Regulations made thereunder. The Allottee has also verified the documents filed/uploaded by the Promoter with the said Authority. The Allottee is satisfied in respect thereof and has accepted the same and shall not raise any dispute in the future in this regard.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies or extract of Village Forms VI and VII and XII or other relevant revenue records showing the nature of the title of the Promoter to the Project Land on which Project is being put up and the units are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect thereof and accepted the same.

AND WHEREAS the authenticated copies of the plans above referred to approved by the concerned authorities have been inspected by the Allottee.

AND WHEREAS the authenticated copies of the plans of the layout plans as proposed by the Promoter, and according to which the construction of the units and open spaces are proposed to be provided for the said Project have also been inspected by the Allottee.

AND WHEREAS the copy of the unit plan of the said Property agreed to be purchased by the Allottee has been annexed and marked as **Annexure “B”**.

AND WHEREAS the Promoter has got the approvals as aforesaid from the concerned local authority(s) to the plans, the specifications, elevations, sections of the said Property and shall obtain the balance approvals as applicable and required from various authorities from time to time, so as to obtain Building Use Permission of the said Property.

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 to put up the Project and, upon due observance and performance of which the Building Use Permission in respect of the said Property shall be granted by the concerned authority.

AND WHEREAS the Promoter has accordingly commenced implementation of the Project in accordance with the said sanctioned plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of said Property in the Project, being Unit No. _____ situated on _____ floor of _____ Block of the said Project ‘**AAKASH HOMES**’, having a Carpet area of _____ square metres; along with undivided proportionate area of Project Land admeasuring _____ Sq.mts. The detail of the carpet area (As per the said Act) and other appurtenant areas of the said Property meant for exclusive use of the Allottee are as follows:

Unit No	Carpet Area Sq metres	Wash area Sq metres

The above area has been calculated on the basis of unfinished wall surfaces. The Allottee has checked the calculation of the area and is satisfied with the same and has no disputes in this regard.

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 / simultaneously with 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 said Property agreed to be sold by the Promoter to the Allottee as advance payment or application fee or earnest money (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) 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 and Allottee are required to execute a written Agreement for sale of said Property between them, being in fact these presents and also to register this Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Property.

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

1. The Promoter shall construct the said Property on the Project Land in accordance with the plans, designs and specifications approved as aforesaid 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 said Property of the Allottee except any alteration or addition required by any Government authorities, sanctioning authority or any public authority or due to change in law, rules, regulations, etc. or if recommended by the Project Architect or Engineer.
- 1 (a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the said Unit more particularly described in the Second Schedule hereunder written, for the total Consideration Price of Rs. _____/- (Rupees _____ only). The total Consideration Price mentioned herein is inclusive of the price for the appurtenant areas of the said Property meant for exclusive use of the Allottee and the price for the proportionate undivided share in the Project Land. The total Consideration Price is also inclusive of proportionate price

of the common areas and facilities of the said Project. The nature, extent and description of the common areas and facilities are more particularly described in the Third Schedule hereunder written.

1(b) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :-

- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Unit is located.
- iii. Amount of Rs...../- (.....) (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 Unit is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Unit.
- v. Amount of Rs...../- (.....) (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 Unit.
- vi. Amount of Rs...../- (....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Unit is located.
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the 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 Unit is located.
- viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Unit to the Allottee on or after receipt of occupancy certificate or completion certificate.

NOTE: *The abovementioned payment plan is only a sample plan. The same is subject to alteration / variation depending upon the terms of booking as may be agreed between the Promoter and the Allottee.*

- 1(c) The Allottee shall pay to the Promoter the installments of Consideration Price mentioned herein above or any other dues under this Agreement on their respective due dates without demand being made. The total Consideration price as stated above excludes any taxes, levies, cesses, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, and payable in respect of the said Property or howsoever arising from the transaction contemplated herein to any Government Authority, any and all taxes from time to time that is service tax, value added tax (VAT), GST or Stamp Duty, registration fees, or any other/future tax, levy or imposts etc. arising from sale or transfer of the said Property to the Allottee or the transaction contemplated herein. They all shall be borne and paid by the Allottee (over and above the Consideration Price) as may be demanded by the Promoter from time to time.
- 1(d) The total Consideration 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 notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee.
- 1 (e) The Promoter may allow, in its sole discretion, a rebate for early payments of installments that may be payable by the Allottee by discounting such early payments at 6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such percentage rate of rebate shall not be subject to any repeat / revision / withdrawal, once granted to an Allottee by the Promoter. The Allottee shall not be entitled to any rebate if the payments are preponed voluntarily by the Allottee and the Promoter has not agreed to provide any rebate in writing to the Allottee.
- 1(f) The Promoter shall confirm the final carpet area of the Unit that has been allotted to the Allottee after the construction of the said Property is complete and the Building Use Permission ("BU 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 (3%). If there is any reduction in the carpet area of more than 3%, then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of 6%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area of more than 3% then 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 proportionate rate per square meter as agreed in 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.
- 1(h) Also in addition to the Consideration Price mentioned hereinabove, the Allottee shall also be liable to pay the following amounts by way of charges or deposits:

Sr. No.	Amount (in Rupees)	Purpose
1	Rs. /-	Towards Project Maintenance Deposit
2	Rs. /-	Towards monthly Project Maintenance Recurring Charges in advance for 24 months

The Allottee shall also bear any GST or any tax payable on the abovementioned amounts. The abovementioned Maintenance deposit shall be transferred by the Promoter in the name of Management Entity (as defined in clause 11.2 hereafter) as and when it is formed and functional. The Promoter shall not pay any interest on the aforesaid amounts. The Recurring Maintenance charges collected for the Project will be utilized by the Promoter for the maintenance of common amenities and up-keep of common areas and facilities of the Project. Surplus if any will be transferred to Management Entity without any interest, as and when formed and functional. The deficit if any shall be made good by the Allottee as may be demanded by the Promoter. It is hereby agreed by the Allottee that the common monthly running maintenance charges shall be paid effectively from the date of receipt of Building Use Permission, irrespective of the date of booking or sale deed execution of the said Property. The Project Maintenance deposit and Project Maintenance Recurring Charges in advance for 24 months shall be paid by the Allottee to the Management Body / Promoter before the execution of the Sale deed.

- 1(i) It is expressly agreed between the Parties and the Allottee hereby agrees and confirms that the Promoter shall not be liable to pay maintenance and all other aforesaid charges of any nature whatsoever on the unsold units in the said Project.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the applicable 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 said Property to the Allottee, obtain from the concerned local authority Building Use Permission in respect of the same.

- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the said Property to the Allottee after receiving the Building Use Permission.

Similarly, the Allottee shall also make timely payments of the installment and other dues payable by him/her as provided in clause 1(b) herein above ("Payment Plan") and meeting the other obligations under the Agreement and any default by the Allottee in this regard shall entitle the Promoter to enforce default remedies as set out in this Agreement.

3. The Promoter hereby declares that the floor space index (FSI) available as on date in respect of the project land is 18246.60 sq. mtrs only and promoters has planned to utilize additional floor space index 27369.90 sq. mtrs by availing of FSI available on payment of premium to AMC. The Promoter has disclosed the Floor Space Index 27369.90 sq. mtrs as proposed to be utilized by him on the project land in the said project and Allottee has agreed to purchase the said unit based on the proposed construction and sale of units 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.

- 4.1 If the Promoter fails to abide by the time schedule for completing the said Property and handing over the said Property to the Allottee (except delay due to Force majeure condition), the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest at the rate of 6% per annum, on all the amounts paid by the Allottee, for every month of delay, till the date of obtaining the Building Use Permission of the said Property. The Allottee agrees to pay to the Promoter, interest at the rate of 6% 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 such amount is payable by the Allottee(s) to the Promoter till the date it is actually paid. The Promoter shall under such circumstances, be entitled to withhold the delivery of possession of the said Property to the Allottee until entire dues are not paid by the Allottee.

- 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 any 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 committing any other breach or violation of any of the

terms and conditions on his part to be performed, the Promoter at its own option may terminate this Agreement unilaterally.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee or 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. The Promoter may record the termination / cancellation of this Agreement by preparing a Memorandum of Termination / Cancellation and execute the same and/or get it registered with the appropriate Sub Registrar and with any other concerned authority under the applicable laws. Such Memorandum of Termination / Cancellation shall be binding upon the Allottee with the same spirit and intention as if such Memorandum was executed by the Allottee. The cost, charges and expenses incurred relating to the same by the Promoter shall be to the account of the Allottee and the Allottee shall be liable to pay and reimburse the same immediately on demand by the Promoter.

Provided further that upon termination of this Agreement, the Promoter shall refund to the Allottee within a period of thirty days of the termination, the installments of Consideration Price which may till then have been paid by the Allottee to the Promoter after adjusting 50% of the Consideration as liquidated damages. If the installments of Consideration Price paid till then by Allottee are less than 50% of the Consideration, then Allottee shall be required to pay to Promoter and Promoter will be entitled to recover the balance amount from the Allottee and the Allottee shall pay the same to Promoter within a period of 30 days of termination. Upon issue of notice of termination, the Allottee will have no claim of any nature whatsoever against the Promoter or in respect of the said Property and generally under this Agreement, save and except the amount to be received by the Allottee from the Promoter, if any, as per above. On such termination and cancellation of the agreement, the Promoter shall be entitled to sell or otherwise dispose-off the said Property in such manner and to such person(s) and upon such terms and conditions as the Promoter in its absolute discretion deem fit and proper without any reference to and/or consent or concurrence of the Allottee and the Allottee shall not be entitled to claim any right title or interest in the said Property.

5. The specifications of the said Property with regards to the flooring, toilet fittings, sanitary fittings, etc. to be provided by the Promoter are as set out in **Annexure "C"**, annexed hereto. It is to be noted that the said specifications are subject to change due to reasons beyond the control of the Promoter.

Also, the specifications as mentioned in the annexure are basic in nature and there may be some changes in the colour, size, brand, design, pattern, texture etc.

6. The Promoter shall complete the Project and obtain the Building Use permission of the said Property on or before **31-12-2023**. If the Promoter fails to get the Building Use permission by the aforesaid date (except delay due to Force Majeure conditions as mentioned below) then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Property with interest at the same rate of 6% mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever against the said Property in any manner whatsoever and the Promoter shall be entitled to deal with or dispose of the said Property to any person or party as the Promoter may desire at their absolute discretion. Other than as stated herein above, the Allottee shall not have any right to withdraw from or cancel this Agreement for sale.

Provided that the Promoter shall be entitled to reasonable extension of time for getting the Building Use Permission on the aforesaid date, if the completion of said Property / Project is delayed on account of -

- (i) force majeure conditions like war, civil commotion or act of God or any other.
 - (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
 - (iii) any concerned competent authority/ies, refusing, withholding, denying, delaying the grant of necessary approvals, or revoke, cancel, or suspend the approvals already granted for the said Project.
 - (iv) any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority/ies becoming subject matter of any suit / writ before a competent court or;
 - (v) non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, shortage of labour or other intermediaries or due to any reason whatsoever;
 - (vi) on account of reasons beyond the control of Promoter and of its agents.
7. If the construction of the Project is completed and Building Use Permission is obtained ahead of estimated schedule, the balance payment under this Agreement will become payable

on Promoter's demand against possession to be given by the Promoter to Allottee as per clause 7.1, 7.2 and other applicable clauses of this Agreement and said Act. The Payment Plan as mentioned in 1(b) herein above shall deemed to be modified accordingly and the Allottee shall not raise any objection or dispute in this regard.

7.1 PROCEDURE FOR TAKING POSSESSION:

The Promoter shall notify the Allottee about receipt of Building Use Permission of the said Property, within a period of 7 days from grant of Building Use Permission by the competent authority. The Allottee shall take possession of the said Property from the Promoter, within a period of 15 days, from date when the said Property is notified in writing to be ready for delivery and possession to the Allottee by making all balance payments as per this Agreement. In any event within a period of three months from the date of issue of Building Use Permission, the Allottee shall make balance payments, and against such payments, Promoter to hand over possession of the said Property to the Allottee, and to execute and register Deed of Conveyance in favour of the Allottee in accordance with the other provisions herein.

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

Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the said Property from the Promoter by making all balance payments as per this Agreement by executing necessary indemnities, undertakings, Sale Deed and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Property to the Allottee. In case the Allottee fails to make all balance payments as per this Agreement and take possession within the time provided in clause 7.1 such Allottee, without prejudice to Allottee's other obligations and consequences under this Agreement and without prejudice to Promoter's other legal rights and remedies, including to terminate this Agreement, shall continue to be liable to pay maintenance charges, property taxes and "Holding Charges" as may be fixed by Promoter, and the said Property thereafter will be at the risk and consequences of Allottee.

7.3 If within a period of five years from the date of handing over of possession, the Allottee brings to the notice of the Promoter any structural defect in the said Property 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 equal to cost to cure / rectify such defect. 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 covenants as mentioned in clause 14 of this Agreement;
 - F) The Project Management Body or the Allottee has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/ Promoter;
 - G) The Allottee has carried out any alterations of any nature in the said Unit which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, pipes, water supply connections or any erection or alteration in the kitchen, toilet etc. If any of such work/s is/are carried out, then the defect liability shall automatically become void.
8. The Allottee shall use the Unit only in the manner as approved by the Competent Authority i.e. residential premises in the Project for residential purpose only and the commercial premises in the Project shall be used for legally permissible commercial purpose only. Moreover, the residential/commercial premises shall never be used for the purpose of running a café or bakery or restaurant or an eatery which cooks/serves non-vegetarian food. The Allottee has agreed to this and on the basis of his assurance the Promoter has agreed to sell the said Property to the Allottee.
9. Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Property is ready for possession, use and occupancy, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the Project Land and Project, 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 Project. Until the Project Management Body is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by Promoter. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution as may be fixed by the Promoter towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and will be used towards outgoings. Accumulated surplus if any will be finally transferred to the Project Management Body. Deficit if any will be made good by the Allottee.

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 Property 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.
- 11.1 The Allottee shall pay to the Promoter or to its order such amount as may be fixed by the Promoter 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 Project Management Body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance and other documentation work.
- 11.2 The Promoter will form association of allottees envisaged under the said Act, which shall be in the form of Service Co-operative Society (hereinafter referred to as Project Management Body) for the common object and purposes of the Project, and to run, operate, maintain, manage, deal with and attend to common amenities and facilities of Project. The Allottee shall join in such Project Management Body as and when it is formed by purchasing necessary shares 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 becoming a member of the Project Management Body and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee. All the rules, regulations and decisions of such Project Management Body will be binding to the Allottee and the Allottee shall honor, observe, perform, do and act in accordance therewith. The Allottee shall regularly pay the common expenses and maintenance charges every month or in advance as well as any lump sum amount or deposit as may be decided by the said Project Management body or the PROMOTER for operation and maintenance of common facilities and amenities of the Project.
- 12.1 The Promoter and Allottee in the matter of legal documentation work of transfer and vesting of the said

Property, common areas and facilities, etc. will be guided by the Attorney-at-Law or Advocate to the Project. The final transfer and vesting document/s – Sale Deed/s–Conveyance of the said Property in favour of the Allottee, common areas and facilities, etc. to be handed over to the Project Management Body, will be prepared by the Attorney-at-Law or Advocate to the Project in accordance with the terms of this Agreement and applicable provisions of the said Act, rules, regulations, policy and guidelines that may be framed thereunder. The Allottee shall pay stamp duty, registration charges and all other cost, charges and expenses, that may be required to be paid, spent or incurred with respect to the Sale Deed / Conveyance of the said Property in favour of the Allottee and in respect of other legal documentation work as aforesaid.

- 12.2 If the legal transfer documents involve registration of conveyance, of common areas, spaces, amenities, in favour of Project Management Body, then the Allottee shall pay to the Promoter, the Allottee's share of stamp duty, registration charges, and all other cost, charges and expenses, that may be required to be paid, spent or incurred with respect to such conveyance or any document or instrument of transfer. If the Allottee fails to pay such amount, then the Promoter shall be entitled to deduct the proportionate amount from the Monthly Maintenance/Maintenance Deposit paid by the Allottee to the Management Body.
- 12.3 The proposed draft of conveyance deed/sale deed to be executed between the parties is uploaded by the Promoter on the website of the Real Estate and Regulatory Authority of Gujarat. The Allottee has studied understood and accepted it. It is agreed between the parties that the same at the sole discretion of Promoter may be modified or altered as may be advised by the Attorney-at-Law or Advocate to the Project under clause 12.1 above as the nature and circumstances may require. The same without any reservation or objection shall be binding to the Allottee.
13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Promoter as developer has clear and marketable title with respect to the Project Land and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project.
- ii. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.

- iii. There are no encumbrances upon the Project Land or the Project. In case any project loan is taken in future, the Promoter will obtain and produce No-Dues-Certificate/ NOC from the concerned Bank/financial institution for the said Property at the time of execution and registration of Deed of Conveyance of the same in favour of Allottee.
- iv. There are no litigations pending before any Court of Law with respect to the Project Land or Project except as may be mentioned in the title report.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said Property 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 Property 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, and said Property.
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- vii. The Promoter has not entered into any further development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the Project and the said Property which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Property to the Allottee in the manner contemplated in this Agreement.
- ix. 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 till the time Building Use Permission for the Project is not obtained;
- x. 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.

- xi. The Promoter has provided vehicle parking spaces in the Project as per the provisions of the prevalent General Development Control Regulations. It has been agreed between the Parties that the Project Management Body shall regulate the use of such parking spaces. The Project Management Body shall make the most efficient use of the provided parking area so as to maximize the number of parking slots available for parking of cars or two-wheelers. The Allottee shall not raise any dispute in this regard. The Allottee acknowledges that the Promoter has not charged any price for allotment of parking spaces in the Project. The parking space for owners/occupiers of commercial units has been demarcated and the owners/occupiers/visitors/employees of commercial units shall not park their vehicle in the parking for residential units. Similarly, the residential unit owners/occupiers shall not park their vehicles in space demarcated for commercial unit owners/occupiers.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Property may come, hereby covenants with the Promoter as follows: -
- i) To maintain the Unit at its own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit 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 Unit is situated and/or the Unit itself or any part thereof without the consent of the local authorities, if required.
 - ii) To carry out at his own cost all internal or external repairs to the said Property and maintain the said Property at his cost and expenses 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 unit is situated or the unit, 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.
 - iii) Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be

made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC Part or other structural members in the Unit. Not to carry out any kind of civil work without the prior written permission of the Promoter and/or the Management Body.

- iv) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project and other units, or whereby any increased premium shall become payable in respect of the insurance.
- v) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Property in the common areas, roads and common portions of the Project land and the building in which the Unit is situated.
- vi) 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 for giving water, electricity or any other service connection to the Project in which the said Property is situated.
- vii) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and written permission is granted by the Promoter. The Promoter shall grant such permission at its own discretion and may even deny granting such permission. The condition that may be imposed for grant of permission shall be binding upon Allottee.
- viii) The Allottee shall observe and perform all the rules and regulations which the Project Management Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time including discipline for use of the said unit; for protection, maintenance, and generally for the common object and purposes of the Project; 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 Project Management Body regarding the occupancy and use of the said Property and shall pay and contribute regularly and punctually towards the taxes, expenses maintenance charges or other out-goings in accordance with the terms of this Agreement.

- ix) The Allottee shall permit the Promoter / Project Management Body and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or building or any part thereof to view and examine the state and condition thereof. The Allottee shall without delay, at his cost and expenses carry out any wants or defects pointed out to Allottee.
- x) The Allottee shall permit the Promoter / Project Management Body and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or building or any part thereof, do all such work, matters and things the Promoter / Project Management Body may require for the purposes of Project or otherwise may deem fit.
- xi) "Said Property" shall mean the self-contained construction of the unit, more particularly described in Second Schedule hereunder written and only related FSI used for the same.
- xii) The Allottee shall not be entitled to carry out any additional or further construction and shall not make any alterations or changes in construction or design thereof.
- xiii) The Consideration Price and/or transaction covered by this Agreement may at present or in future become liable to tax, cess, duty, etc. under any direct or indirect tax laws or similar other laws, by reason of any law or on account of by judicial pronouncement or any amendment to the Constitution or enactment or amendment of any other law, Central or State, or otherwise for any inputs of materials or equipments used or supplied in execution of or in connection with this transaction, the same shall be payable by the Allottee on demand from the Promoter at any time, over and above the Consideration Price.
- xiv) The Consideration Price of the said Property is one compact and composite consideration – price. The Allottee shall not be entitled for any running or final bill or estimate of land contribution, construction contribution, common development or any other separate detailed particulars of the Consideration. However, the Promoter for relevant purposes of accounting or other requirements may split the same

into different components for different account purpose.

- xv) If the Allottee shall desire to obtain a loan from any financial institution / bank (the "Institution") then the Promoter shall give all possible assistance but the onus of getting the loan sanctioned shall be solely on the Allottee. In case if the Allottee is not able to get the loan sanctioned then it shall make necessary arrangements from its own sources to pay the installments as mentioned herein. Non-sanctioning of loan or any delay in sanction of loan for any reasons whatsoever, shall not be considered as legitimate reasons for the delay and the Allottee shall be liable to pay the interest and penalty as agreed in this Agreement. If the loan amount is to be disbursed as per progress of the work or otherwise, and payable by the Institution directly to the Promoter, the Allottee hereby gives consent / permission for the same. The Promoter will be entitled to claim and receive such payment directly from the Institution and the Allottee hereby gives irrevocable consent for the same to Promoter and Institution. Such disbursements made by the Institution to the Promoter shall be debited by Institution to loan account of Allottee and to be received by Promoter towards the Price Consideration and other amounts to be received under this Agreement.
- xvi) All right, title and interest of the Allottee is restricted to and to be read, understood and interpreted in relation to the said Property only. All other constructed/covered or un-covered open spaces/areas/portions, open margin lands, infrastructure, developments, amenities, facilities & services shall belong to the Promoter except the right to use amenities, facilities and services that may be reserved for common use of all allottees of the said Project. The Allottee is aware that the other units situated in the Project shall be transferred to other Allottees in future, and agreements and Sale deeds/ Conveyance Deed will be made in favor of such other Allottees. The Allottee is also aware that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein. It is agreed that the after the Building Use permission is received, the overall charge, control and management towards usage of all the common amenities shall be handed over to the Management body and the Allottee may be entitled to use and enjoy the undivided common facilities as per rules and regulations as may be decided by said Management Body and only after and upon payment of necessary charges/fees and by becoming member of proposed Management Body.

- xvii) The Allottee is aware and unequivocally agrees, consents and confirms that the rights to use the terrace space on the top of the Project building is a restricted / limited facility and its use shall always be regulated by the Project Management Body. The Allottee herein shall not have any right, title or interest in the said terraces of the building.
- xviii) The Allottee hereby covenants that it will not raise any hindrance, objection or requisition, dispute or grievance as inconvenience, discomfort, nuisance or annoyance for the construction of any type of legally sanctioned work being carried out by the Promoter nor shall make any claim in respect thereof. The Allottee agrees to extend his all cooperation in completion of the Project in general and the related work.
- xix) The over-all control and management of the said Project, implementation thereof, power to sell the units and other premises in the project, of all and every other related matter, in general shall be that of the Promoter. The decision of the Promoter in all matters shall be final and binding upon the Allottee herein and all other allottees in the Project. The Promoter shall be entitled to undertake construction and develop the same in any manner Promoter desires and decide. The Allottee shall extend all the co-operation to the Promoter for the same.
- xx) The Promoter, Project Management Body or any other Estate Management Agency ("EMA") under authority or agreement with Promoter / Project Management Body will set up rules and regulations for the said Project pertaining to allocation, distribution, management, use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement of the Common Amenities as may be decided by them. The same shall be binding upon the Allottee and other allottees of said project.
- xxi)a) The right and interest of the Allottee is limited and restricted to said Property and right to use along with other allottees the Common Amenities of Project. The Allottee shall have right to Common Amenities to an extent planned, designed and provided by the Promoter.
 - b) The right and interest of the Allottee shall always be limited and restricted to use, occupy, possess and enjoy the Unit / said Property as it may be transferred by the Promoter.
- xxii) As regards use of the said Property, the Allottee agrees that

- a) The Allottee shall not use the said Property or permit the same to be used for any purpose, which may or is likely to cause nuisance or annoyance to other occupiers of the said Project or is illegal, immoral or is prohibited by law. The Allottee shall use the parking space only for the purpose of keeping or parking passenger vehicle.
 - b) The Allottee will not use or permit to be used the said Property or any part thereof for illegal or non-permissible purpose.
 - c) Not to store in the said Property any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the Unit 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 Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - d) The Allottee hereby agrees that the owners/occupiers/purchasers of commercial units shall not be entitled to claim any right in the residential part of the Project and the owner/occupier of commercial units, and their employees/agents/visitors shall not enter the residential part of the Project Aakash Homes.
 - e) The Allottee of commercial units / shops hereby agree that it shall not be entitled to use the Project common amenities meant for the use of residential unit holders
- xxiii) The Allottee shall ensure that any document, paper or writings required to be signed by the Allottee is to be returned to the Promoter immediately without any delay on the receipt of such document by the Allottee, duly signed at all places marked for signatures.
- xxiv) The right and interest of Allottee is limited to the said Property and Floor Space Index (FSI) utilized in construction of such said Property. All and every balance FSI, additional FSI, floating FSI, transferable FSI in relation to Project Land, or any purchasable FSI as per or under the applicable statutory Regulations,

TDR available under the Slum Redevelopment Policy, Regulatory Provisions or generally available shall belong to the Promoter and the Promoter may utilize the same before the BU Permission for the Project is obtained. In such case the Promoter shall get the revised plans sanctioned by taking consent of 2/3 Allottees of the said Project. However after the BU Permission of the said Project is obtained, the Promoter shall have no rights or claim over any additional FSI and such rights shall be vested with the Association of Allottees / Project Management Body.

- xxv) The Allottee will have to bear any Betterment charges or AUDA/Government related charges/levies or any town planning related charges that may come up in the future from time to time before or after the Sale Deed. The Allottee will bear and pay all present and future, applicable charges, property / municipal taxes, cess, etc. payable to the Central Government, State Government, AMC/AUDA and/or local authorities after the date of Building Use permission in respect of the Said Property.
- xxvi) The Allottee has also been given the Brochure of the project which also describes the project. However, the said Brochure is only for illustrative purposes and is not to be construed as a binding legal document. The images shown in the brochure are computer stimulated representations and are subject to error and omissions. The furniture and fixtures, electrical appliances and other loose items that may be shown in the brochure are only for illustrative purposes and do not form a part of the standard product on sale. The furniture layout shown in the brochure is only suggestive and subject to change as per site conditions and as per the instructions of the Project Architect. The Promoter reserves the right to make changes/alterations in the actual construction at site or in specifications or amenities of the Project as may be suggested by the Architect or Engineer of the Project. The Allottee hereby gives his irrevocable consent for any such change/modification/variation in the layout/plans/specifications of the Project and the Allottee waives his right to inspect/demand inspection of any such change/modification/variation, provided such changes or modifications do not adversely affect or alter the said Property.
- xxvii) The Allottee represents that they have understood and are completely satisfied with the specifications, plans, lay out, brochures, approvals, title of the Project Land and the said Property, price and the manner in which the Promoter proposes to develop the Said Property and the Allottee has received copy of the application form filled at the time of booking and they have understood and hereby confirm the

terms and conditions in such application form in respect of the Said Property. The term and conditions as mentioned in the said booking/application shall be binding on the Allottee and shall form a part of this Agreement for sale.

- xxviii) Irrespective of disputes if any which may arise between the Promoter and Allottee or with other purchasers, the liability of the Allottee herein to pay the amounts payable by him/her/them to the Promoter shall remain unaffected and the Allottee hereby undertake to pay, punctually all such amounts and shall not be withheld the same for any reason whatsoever.
 - xxix) Any delay or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or relaxing the payment schedule or any installment thereof by the Promoter shall not be construed as a waiver on the part of the Promoter.
 - xxx) The Allottee shall not have any objection if any portion of the said Project Land is handed over to the electric supply company for putting an electric sub-station or other infrastructure and the Promoter shall be entitled to give such part of the Project land to the said company or any other body for such purpose on such terms and conditions as may be agreed between the Promoter and the said company and the same shall be binding on the Allottee and the said Project Management Body.
 - xxxi) The Allottees agree that though they shall become free, independent and absolute owners of the said unit, the said unit shall be used, occupied and transferred by them as per rules and regulations that shall be framed by said Project Management Body.
 - xxxii) The Allottee hereby acknowledges that even after the Management Body has been formed with respect to the said Project, the Promoter shall be entitled to sell or in any other manner transfer the un-sold units in the said Project to any third party on such terms and conditions as it may deem fit and such Allottee/transferee of un-sold units shall be entitled to become member of the Management Body and use all common areas and facilities in the Project at par with other unit Allottees/occupiers.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee on account of the share capital for the promotion of the Project Management Body or towards the legal charges and shall utilize the amounts only for the purpose for which they have been received.

16. The Allottee does not get any right, title or interest in the said Property by virtue of this Agreement for Sale. The titles of the said Property shall be transferred to the Allottee only after payment of full and final Price Consideration amount (including all aforesaid charges) and upon execution of final sale deed in favor of the Allottee. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, transfer, conveyance, demise or assignment in law, fact or equity of the said Property or any part thereof until actual transfer and vesting in favor of Allottee in accordance with the provisions of this Agreement shall take place, which shall take place only after full amount of consideration and all other amounts under this Agreement are paid by Allottee to Promoter. The Allottee shall have no claim save and except in respect of the said Property hereby agreed to be sold to him and all open spaces, parking spaces, recreation spaces, common amenities, and all and every remaining part of the Project, will remain the property of the Promoter.
17. After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Property and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Property.

18. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and Annexures along with the payments due as stipulated in the Payment Plan without any delay and secondly, appears for registration (if required) 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 8 (eight) 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 8 (eight) 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 within 30 days of cancellation after deducting an amount of Rs. 5,00,000/- or 5% of the total purchase price, whichever is less, as administrative charges.

The Allottee shall not have any right to withdraw from or cancel this Agreement, except as provided in this Agreement, more particularly as per clause (6) above.

19. ENTIRE AGREEMENT:

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

20. RIGHT TO AMEND:

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES:

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

22. SEVERABILITY:

The Model form of Agreement for Sale proposed by the Government of Gujarat under the Rules framed by it under the said Act has been adopted and has been modified to incorporate the agreement and terms agreed upon between the Promoter and Allottee, being this Agreement. The parties hereto accept the same. However, if any provision of this Agreement shall be determined to be void or unenforceable under the said 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 said 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 said Property to the total Carpet Area of all units 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, which may be mutually agreed between the Promoter and the Allottee, and 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.

26. WAIVER:

Any delay by the Promoter in enforcing the terms of this Agreement or any forbearance or giving time to the Allottee shall not be considered as a waiver on the part of the Promoter of the Allottee nor shall the same in any manner prejudice the remedies of the Promoter.

27. SURVIVAL:

Termination of this Agreement (a) shall not relieve the Allottee of any obligations herein which expressly or by implication survives termination hereof, and (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of the Allottee, shall not relieve the Allottee of any obligations or liabilities for loss or damage to the Promoter arising out of or caused by acts or omissions of the Allottee prior to the effectiveness of such termination or arising out of such termination.

28. REGISTRATION:

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

29. NOTICES:

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 E-mail ID/Under Certificate of Posting at their respective address specified below:

Name of Allottee :
Address :
E-mail ID :

Name of Promoter :
Address :
E-mail ID :

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

30. JOINT ALLOTTEES:

30.1 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.

30.2 In case the Allottee is joint, the first named Allottee alone will be able to represent their interest and other joint Allottee shall not have any independent or separate voice/rights.

30.3 All consents, confirmations etc. if and when required of the joint Allottee, the same shall be deemed to have been sufficiently given and received from the first of such joint Allottee. However, it has been agreed that for the purpose of the sale, mortgage, transfer, rent/lease/leave and license, etc. the signatures of the all the joint Allottees shall be required.

30.4 Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Allottees. All notices, communications, etc. may be addressed by the Promoter to the first of such joint Allottee.

30.5 The Allottee inter-se shall not be entitled to subdivide the said Property, the intent being the said Property shall stand in the names of the joint Allottees as one single unit.

31. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and Registration of this Agreement, Conveyance Deed and any document/s, paper/s and writing/s executed by Promoter, Allottee or any other person in furtherance of this Agreement shall be borne by the Allottee. Further if the said agreement is required to be cancelled in any manner then all the expenses for the same shall also be borne by the Allottee only.

32. 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.

33. 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 in Ahmedabad will have the jurisdiction for this Agreement.

34. NAME OF PROJECT:

The Project shall always be known as “**AAKASH HOMES**” and this name shall not be changed without the express written permission of the Promoter. However, the Promoter may change the name of the Project at any time.

35. ADVERTISEMENT

The Promoter has declared and announced its scheme by issuing brochures and publishing in different mediums. 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.

36. FOREIGN REMITTANCES:

The Allottee agrees that in respect of any remittances, or transfer of money is attracted by the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and rules and regulations of Reserve Bank of India or any other applicable law shall be the sole responsibility of the Allottee, and all concerned. The Promoter accepts no responsibility in respect thereof.

37. NO POSSESSION:

No possession of the said Property before or at the time of execution of this Agreement is handed over by the Promoter, and such possession will be handed over only at the time as provided under the terms hereof.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hand and seal the day and year first hereinabove written.

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

All that pieces and parcels of lands comprising of [1] Non-Agricultural land admeasuring 7466 Sq. mtrs bearing Final Plot no. 73/2 allotted in lieu of Survey no. 424/3 of Mouje Fatehwadi and; [2] Non-Agricultural land admeasuring 2671 Sq. mtrs bearing Final plot no 26/1 allotted in lieu of Survey no. 301/1 of Mouje Okaf and collectively amalgamated as F.P. No. 26/1 + 73/2 admeasuring 10137 Sq. mtrs in the T.P. scheme no. 88 (Sarkhej - Okaf - Fatehwadi - Sanathal); Taluka Vejalpur of the Registration District of Ahmedabad Sub-District Ahmedabad-04 (Paldi) and bounded as under:

North : FP no 73/1
South : 18 Mts. TP road
East : FP no 24/2 & 74
West : FP no 71 & 108

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

ALL THAT Unit No. _____ situated on _____ floor of _____ Block of the said Project “**AAKASH HOMES**”, having a Carpet area _____ square metres; along with undivided proportionate area of Project Land admeasuring _____ Sq.mts. The detail of the carpet area (As per the said Act) and other appurtenant areas of the said Property meant for exclusive use of the Allottee are as follows:

Unit No	Carpet Area Sq meters	Wash Area Sq meters

:- THE THIRD SCHEDULE ABOVE REFERRED TO: -

(Details of common areas and facilities of Project)

- Gymnasium
- Indoor Games
- Mini Theatre

- Children Play Area
- Landscaped Garden with Sit Outs

NOTE: The commercial unit / Shop owners and occupiers shall not be eligible to use the abovementioned amenities as the same are for the exclusive use of the residential unit holders of the Project.

SIGNED, SEALED & DELIVERED)
BY THE WITHIN NAMED:)
M/s. SURYAKIRAN DEVELOPERS)
Through its Authorised Signatory)
)
)

In the presence of :)

SIGNED AND DELIVERED)
BY THE WITHIN NAMED:)
)
)
In the presence of :)

ANNEXURES

ANNEXURE “A”
(Copy of Real Estate Regulatory Authority Certificate)

ANNEXURE “B”
(Copy of Unit plan)

ANNEXURE “C”
(Details of fixtures and fittings with flooring, sanitary fittings and specifications of Unit)