

AGREEMENT FOR SALE
(WITHOUT POSSESSION)

THIS Agreement For Sale (“Agreement”) is entered into at Ahmedabad on this _____ day of _____, 201_:

BETWEEN

ABHILASHA BUILDCON, [PAN: ABIFA1174C], a company/partnership Firm/Proprietorship Firm/Limited Liability partnership, having its registered office at **Nr Siddhi Elegant, New T.P Scheme Road,Lambha, Ahmedabad-382405**hereinafter referred to as **“THE PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors in interest and permitted assigns) of the **ONE PART**;

AND

Mr. / Mrs. _____, Adult, Indian Inhabitant, Occupation: Business, **[PAN _____]**, Residing at _____

hereinafter referred to as the "**ALLOTTEE(S)**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) company, corporation, or limited liability partnership, its successors and permitted assigns, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) Hindu undivided family, the Karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, it's or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the **OTHER PART**.

AND

Vijaybhai Navghanbhai Mundhva Having PAN – BNIPM9577L residing at 42,Vrajdharm Bunglows ,Shella ,Sanand ,Ahmedabad-382110
Navghan K Bharwad having PAN – CYRPM9506L residing at 42,Vrajdharm Bunglows ,Shella ,Sanand ,Ahmedabad-382110
Gopal N Bharwad having PAN – BHLPM0553R residing at 42,Vrajdharm Bunglows ,Shella ,Sanand ,Ahmedabad-382110, hereinafter referred to as land owners or "third Party" of the "Confirming Party" who are the owners of the said land on which the proposed project is to be developed. And hereinafter the land owners have done a registered development agreement with the promoters vide date 23/2/2018 with registration no 2572 at sub-registrar Aslali, District Ahmedabad.

PROMOTER and the Allottee(s) and land owners are hereinafter collectively referred to as the '**Parties**' and individually as '**Party**'.

WHEREAS:

- A. The Promoter herein has proposed to construct a Residential building/ buildings under the project named as "Abhilashha Residency Phase 2" (hereinafter referred to as the said "**Project**") on the portion of the land forming Bearing Survey Numbers/ F.P No 67 of TP 82 Lambha admeasuring in aggregate to 5219Sq.mtrs (hereinafter referred to as the said "**Project Land**", and it is more particularly described in the **First Schedule** hereunder written.

- B. Ahmedabad Municipal Corporation has granted permission for carrying out development, lay out and building plans, elevations, sections and details submitted to it by the Architects of the Promoter for development of the Project Land for construction of Residential buildings and other facilities, bearing no. 01509/111218/A0958/R0/M1, 01510/121218/A0967/R0/M1, 01511/121218/A0968/R0/M1 dated 12-12-2018. In furtherance of the same, the Promoter has commenced construction and development on the Project Land as per the terms, conditions, stipulations and restrictions laid down therein, and upon the culmination of the construction activities on the Project Land, the Promoter shall attain the requisite sanctions such as completion/occupancy certificates from the relevant Authorities in consonance with the extant laws at that point of time.
- C. In view of the receipt of the permissions from concerned Authorities, the Promoter has commenced the development of the said Project on the Project Land. The Developer intends to construct number 3 of buildings of various specifications as per the approved building plans.
- D. The District Collector, Ahmedabad had passed various orders vide which non-agricultural permissions, subject to conditions stated therein were granted having serial no's CB/JAMIN-3/BINKHETI/LAMBHA/S.NO/BLOCK NO 450/SR-1884/2015 Dated 12/02/2018
- E. The Promoter has registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**Act**") read with Gujarat Real Estate (Regulation and Development) (Matter Relating to the Real Estate Regulatory Authority) Rules, 2016, and the Agreement is in accordance with the Gujarat Real Estate (Regulation and Development) (General), Rules 2017 ("**Rules and Regulations**") and as the Act and Rules is amended from time to time with the Real Estate Regulatory Authority at _____ under no. _____. The authenticated copy of the same is attached herewith as **Annexure "A"**.
- F. The Allottee/s has expressed his/ her/ its/ their willingness to purchase a commercial/Residential Unit/ spaces in the building known as _____, being constructed on the portion of the Project Land (hereinafter referred to as the "**Said Building**") and has applied to the Promoter for allotment of the Unit bearing No.____ on the ____ floor in the Said Building (hereinafter referred to as the "**Said Unit**") and more particularly described in the **Second Schedule** hereunder.

- G. The Allottee/s has agreed to purchase the Said Unit for a total sale consideration of **INR _____/- (Rupees _____ Only)** (hereinafter referred to as the **“Sale Consideration”**) along with charges as detailed in **Third schedule** and **Annexure “B”** hereunder written.
- H. Pursuant to the aforesaid application by the Allottee/s, the Promoter has issued the Letter of Allotment dated _____, thereby allotting the Said Unit i.e. Unit bearing number _____ on the _____ floor in the Building(s)/ Wing(s)/ Name _____ situated on the Project Land.
- I. The Allottee/s have conducted an independent due diligence exercise and are satisfied about the title of the Project Land and permissions so far granted by the concerned authorities and have conducted a site visit and acquainted themselves with the site of the Said Unit.
- J. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms 7/12, 8A & Form No. 6 or any other relevant revenue/ city survey/ municipal records showing the nature of the title of the Promoter to the Project Land on which the Said Unit are/ is constructed or are/ is to be constructed (attached herewith as **Annexure “C”**) and have/ has also been inspected by the Allottee/s and the Allottee/s is/ are satisfied in respect thereof.
- K. The Allottee/s hereby declares that he/she/they/it has gone through this Agreement and all the documents relating to the Project Land /Building and has/have expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Allottee/s relying solely on the Allottee/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee/s to be observed, performed and fulfilled and complied with and therefore, the Allottee/s hereby jointly and severally (as the case may be) agrees, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all hereafter, the Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or

provisions hereof by the Allottee/s.

- L. Further, the Promoter has proposed a layout plan ("**Layout**") for the development of the Project on the Project Land. The Promoter had made an application to the Ahmedabad Municipal Corporation and/ or the concerned Authority for the sanction of the entire proposed Layout of the Project Land for the development of the Project, and subsequently, the Layout has been sanctioned by Ahmedabad Municipal Corporation. Correspondingly, the authenticated copies of the plan of the Layout as approved by the concerned local authority along with the authenticated copies of the plans of the Layout as proposed by the Promoter, according to which the construction of the Said Building and open space are proposed to be provided for on the said Project have been inspected by the Allottee/s, and the Allottee/s have satisfied themselves in that regard. In view of the aforesaid, the Allottee/s is/are satisfied that the Promoter is entitled to develop the Project and construct residential / commercial buildings / Mix therein and has therefore agreed to purchase the Said Unit. The authenticated copies of the plans and specification of the Said Unit/ Project which is agreed to be purchased by the Allottee/s from the Promoter have been annexed and marked herewith as **Annexure "D"**.
- M. Prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of INR _____/- (Rupees _____ Only), being part payment of the total Sale Consideration of the Said Unit hereby agreed to be sold and conveyed by the Promoter to the Allottee/s as an advance payment or Application Fee (the payment and receipt whereof, Promoter both hereby admits and acknowledges) and the Allottee/s has agreed to pay to the Promoter, the balance of the sale consideration in the manner hereinafter appearing.
- N. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of Said Unit with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- O. 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 convey the Allottee/s hereby agrees to purchase the said Unit and the garage/covered parking (if applicable).
- P. The Allottee/s has/ have agreed to acquire and purchase the Said Unit [alongwith the covered parking, (if applicable)] with full notice of the terms, provisions, covenants and conditions hereinbefore recited and as

mentioned in the Application form, the Allotment letter and also subject to the terms and conditions hereinafter contained.

Q. The Parties are desirous of recording the terms and conditions on which the Promoters have agreed to sell the Said Unit [alongwith the covered parking, (if applicable)] to the Allottee/s and the Allottee/s have agreed to purchase the Said Unit [alongwith the covered parking, (if applicable)] from the Promoters and have entered into this Agreement For Sale without possession on the terms and conditions set out herein without any prejudice to each other:

NOW THIS AGREEMENT WITNESSETHHand in consideration of mutual promises and covenants, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged and agreed to by the Parties, the Parties have agreed to execute these presents as under:

1. Sale Area

a) The Allottee/s hereby has agreed to purchase from The Promoter and the Promoter hereby have agreed to sell to the Allottee/s the Said Unit bearing no. _____ of the type _____ of Carpet area admeasuring _____ sq. meters alongwith exclusive area of the Said Unit _____ sq. meters (“**Total Area**”) including _____ balcony admeasuring _____ sq. mtrs / _____ sq. mtrs open terrace (if applicable) forming part of the said Unit and on the _____ floor in the Said Building i.e. __ along with_____ Sq.Mtrs proportionate Share in Land and common areas of the Said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout and _____ stilt/ covered car parking space(s) car parking space(s) / NIL basement car parking space(s) (“**Car park(s)**”) in the basement of the Said Building of the Said Unit in Second Schedule, free from all encumbrances, lien, charges or claims whatsoever, for the Sale Consideration of INR _____/- (Rupees - _____ Only). The total amount paid towards the Sale Consideration shall comprise of the following and is more particularly described and evinced in the payment schedule hereunder as **Third Schedule** hereunder written:

Sr. No.	Particulars of consideration	Amount (In Rupees /- Only)
(i)	Towards the Carpet Area of the said UNIT.	

(ii)	Towards the Exclusive Areas of the UNIT. Including the terrace area	
(iii)	Towards Covered Car Park(s), if applicable. Respective to Exclusive Parking Slot No _____	
(iv)	Towards proportionate consideration for Common Areas charges including club house development charges calculated on the Carpet Area of the UNIT If Applicable	

Out of the said Sale Consideration, an amount equivalent to 10% of the Sale Consideration is hereinafter referred to as “**Earnest Money**”. Along with the aforementioned Sale Consideration, the Allottee/s agree(s) and undertake(s) to pay to the Promoter, amounts as specified in Third Schedule and Annexure “B” of this Agreement.

The Sale Consideration Including INR _____/- (Rupees - _____ Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Annexure “E” annexed herewith. For the purposes of this Agreement (i) "**Carpet Area**" shall mean and include the net usable floor area of the Said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Said Unit for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the Said Unit for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Said Unit and (ii) “**Exclusive Areas**” shall mean and include exclusive balcony appurtenant to the Said Unit for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the Said Unit for exclusive use of the Allottee/s; and other areas appurtenant to the Said Unit for exclusive use of the Allottee/s and (iii) “**Car park** : ____ stilt / ____ basement parking space(s) situated in the basement/ stilt (“**Car Park(s)**”).

- b) The specifications, fixtures and fittings like the flooring, sanitary fittings and amenities with regard to the said Unit to be provided by the Promoter in the said Building(s)/Wing(s) and the said Unitas are set out in **Annexure “F”**, annexed hereto or its equivalent thereof.

The Allottee/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Promoter and undertakes that the Allottee/s shall not raise any objection in respect hereafter.

- c) The amount as depicted towards Sale Consideration is escalation-free, save and except escalations/ increases, due to an increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority/ Local Bodies/ Government from time to time. The Promoter hereby undertakes and agrees to enclose the relevant notification/ order/ rule/ regulation published/ issued apropos of an increase in the development charges, cost, or levies imposed by the competent authorities etc. to the Allottee/s along with the demand letter being issued simultaneously to the Allottee/s, which shall only be applicable on subsequent payments.

2. Variation in Area

It is agreed by the Allottee/s that the construction has been computed on the basis of Carpet Area of the Said Unit being ascertained and consideration is accordingly arrived at. The Allottee/s agrees that the calculation of Carpet Area in respect of the Said Unit is based upon the calculations at this stage and may undergo minor variation at the time of final completion of construction of the Said Unit i.e. when the occupancy certificate has been granted by the Competent Authority. The Promoter agrees that the variation in the Carpet Area contemplated herein shall not be more than 3% (as statutorily amended from time to time) of the Carpet area of the Said Unit. The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee/s after the construction of the Building(s)/Wing(s) is complete and the occupancy certificate/ building use permission is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. In the event of any variation in the Carpet Area of the Said Unit, Total Consideration payable for the Carpet Area shall be recalculated upon confirmation by the Promoter and in such event only recourse shall be a pro-rata adjustment in the last installment payable by the Allottee/s towards the Total Consideration.

3. Consideration

- a) The Sale Consideration of the Said Unit is INR _____/- (**Rupees _____Only**). As on the date hereof the Allottee/s has paid a sum of INR _____ (**Rupees _____Only**) towards Earnest Money and being part payment of the Sale Consideration. The Allottee/s hereby agree to pay to the Promoter the balance amount of the Sale Consideration of INR _____/- (**Rupees _____Only**)

(hereinafter referred to as the “**Balance Sale Consideration**”) for the purchase of the Said Unit in the manner set out in the Third Schedule and Annexure “B” hereunder written.

- b) The Allottee shall make payment of the Sale Consideration under this Agreement by account payee cheques and/or demand drafts and/or pay orders (including remittances from abroad) in favour of “_____” payable at Ahmedabad (“**Designated Account**”). The other payments with regard to other charges i.e. amount towards Ahmedabad Municipal Corporation charges, legal charges, proportionate share of taxes, electricity charges, statutory dues etc. as provided in Annexure “B” hereunder shall be payable by the Allottee separately by account payee cheques and/or demand drafts and/or pay orders (including remittances from abroad) in favour of “_____” payable at Ahmedabad. The amount of Lump sum Maintenance shall be payable by the Allottee separately by account payee cheques and/or demand drafts and/or pay orders (including remittances from abroad) in favour of “_____” payable at Ahmedabad. The amounts mentioned in Third Schedule hereto are indicative. The Allottee agrees to pay to the Promoter any incremental charges over and above the charges indicated in Third Schedule. The Allottee hereby also agrees to pay any additional charges mentioned in Annexure “B” at actuals over and above the Sale Consideration agreed upon.
- c) The Allottee/s agrees to pay to Promoter as per applicable rate of interest 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum for the period of delay, from the date any amount becomes due and/or payable as per the Third Schedule of this Agreement to Promoter till the actual payment thereof, without prejudice to the other rights and remedies available to Promoter. Once interest becomes due and payable under this clause by the Allottee/s, any payments made by the Allottee/s thereafter shall be first adjusted towards the interest due until the entire interest accrued has been received by the Promoter, and only thereafter the balance amount of the payment received by the Promoter shall be considered as payment by the Allottee/s towards the Sale Consideration.

- d) Notwithstanding anything contained in this Agreement, any amounts received from the Allottee/s pursuant to this Agreement shall be utilised as under:
- (i) Firstly, towards all statutory taxes due and payable on each invoice raised by the Promoter (where taxes in respect of the oldest invoice shall be cleared first) until all taxes payable have been recovered by the Promoter;
 - (ii) Secondly (and only after all amounts under sub-clause (i) have been recovered), in the event any interest becomes due and payable by the Allottee/s, towards such interest due until the entire interest accrued has been received by the Promoter,
 - (iii) Thirdly (and only after all amounts under sub-clause (ii) have been recovered), towards part of the Sale Consideration raised under various invoices where the amount raised under the oldest invoice shall be cleared first;
 - (iv) Further, in the event there is any amount remaining after adjustment of all the aforesaid amounts, the excess shall be treated as an advance received from the Allottee/s, however, the Allottee/s shall not be entitled to receive any interest on such advance paid.
- e) The Allottee/s shall not raise any dispute or object to the Sale Consideration that may be settled between the Promoter and other Allottee/s of Said Unit in the Project.
- f) The Allottee/s agrees that in the event the Allottee/s avail any loan from any Bank/financial institution for facilitating the payment of Sale Consideration, the Allottee/s shall do so at his/her own cost and expense whatsoever. In no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which the Allottee/s may obtain from such Bank/Financial Institutions.
- g) The Allottee/s will comply with its responsibility under various acts and regulations, including Income Tax provisions/ Tax Deduction at source and shall indemnify the Promoter from any non-compliance on its part.
- h) Further, at the express request of the Allottee/s, the Promoter may at its sole discretion offer a rebate to the Allottee/s in case the Allottee/s desire to give early payments any time hereafter. It is

hereby clarified that the foregoing rebate is subject to the Allottee/s complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Promoter shall not be subject to any change/ withdrawal. The Allottee/s further understands and agrees that the Promoter shall have the right to accept or reject such early payments on such terms and conditions as the Promoter may deem fit and proper. The early payments received from the Allottee/s under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee/s.

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

4. Taxes

- a) The Total Consideration above excludes taxes. Taxes includes Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levies, charges which are leviable or become leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sale of UNIT.
- b) Taxes shall be payable by the Allottee/s on demand made by the Promoter within (seven) working days, and the Allottee/s shall indemnify and keep indemnified the Promoter from and against the same.

For the purpose of this Agreement,

- ***"GST" means and includes any tax imposed on the supply of goods or services or both under GST Law.***
- ***"GST Law" shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax***

Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc.

- *“Cess” shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other Relevant Laws.*

- c) For the purpose of this Agreement, “**Relevant Laws**” means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement.

5. Promoter to appropriate dues

The Allottee/s hereby confirms and declares that the Promoter has the right to adjust/ appropriate all payments made by him/ her/ them/ it under any head(s) of dues against any lawful outstanding amounts, if any, in his/ her/ their/ its name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake not to object/ demand/ direct the Promoter to adjust his payments in any manner.

6. Tax Deducted at Source

The Allottee is aware that the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the Designated Account, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

7. Alterations and Modifications

- a) It is understood and agreed between the Parties that the Promoter is constructing the Said Unit in the Said Building in accordance with the Layout, plans, designs and specifications presently approved and sanctioned by the concerned local authorities/ AUDA or as may hereafter, from time to time, be approved by the concerned local authorities/AUDA with such variations, modifications or alterations as the Promoter may, from time to time, consider necessary or as may be required by the concerned authorities.
- b) The Promoter shall construct the Building(s)/ Wing(s)/ Name consisting of _____ Basement and ground/ stilt/ _____ Podiums,

and _____ upper floors on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority/AUDA from time to time.

- c) Provided that the Promoter shall obtain prior consent in writing of the Allottee/s in respect of variation or modifications which may adversely affect the Said Unit(s) of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

8. Floor Space Index

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 9394.20 square meters only and Promoter has planned to utilize Floor Space Index of 14091.30 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on 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 14087.01 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.

9. Adherence to Sanctioned Plans:

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/AUDA at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Said Unit to the Allottee/s, obtain from the concerned local authority/AUDA occupancy and /or completion certificates in respect of the Said Unit.

10. Time is essence

Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Project and handing over the Said Unit(s) to the Allottee/s and the building use permission or occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Promoter as set out in the Third Schedule and Annexure B.

11. Completion of Sale & Possession :

- a) Notwithstanding anything contained herein, the completion of sale and the possession shall take place only upon below terms and on or before date **31/12/2024** :-
- (i) completion of construction of the Said Building and/or the Said Unit is ready for occupation; and
 - (ii) receipt of the Completion Certificate/Occupancy Certificate/Part Occupancy Certificate/ Building Use Permission as required to be obtained under prevailing law has been provided by competent authority; and
 - (iii) receipt of the Sale Consideration from the Allottee/s as set out in the Third Schedule; and
 - (iv) receipt of other charges as mentioned in Annexure A hereto along with the interest on late payments; and
 - (v) receipt of all amounts required to be paid by the Allottee/s for any additional amenities for the Said Unit ; and
 - (vi) Execution and registration of the Sale Deed by affixing necessary stamp duty and payment of registration fee, legal charges and other incidental charges by the Allottee/s.
- b) The ownership rights to the Said Unit shall vest in the Allottee/s only after all the conditions for the completion of sale as set out in clause 11(a) are satisfied. The possession of the Said Unit shall be handed over to the Allottee/s on acquiring the ownership rights to the Said Unit.
- c) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/ her/ its/ their option in the said Building(s) and the said Unit (s) as are set out in **Annexure F**, annexed hereto.

12. Interest

- a) All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Act/ Rules (“**Interest**”) from the date they fall

due till the date of receipt/realization of payment by the other Party.

- b) Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.

13. Rules

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

of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.

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

14. Possession of the Said Unit

- a) The Promoter may complete the Said Building or any part or portion thereof and obtain full occupation certificate thereof and give possession of the Said Unit therein to the Allottee and the other units to the acquirers of such units and the Allottee herein shall have no right to and shall not object to the same and the Allottee hereby gives his/ her /its/ their specific consent to the same. If the Allottee is offered possession of the Said Unit in such part or completed portion of the Said Building, the Promoter and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work of the Said Building in which the Said Unit is situated and if any inconvenience, hardship, disturbance or nuisance is caused to the Allottee, the Allottee shall not protest object to or obstruct the execution of such work nor the Allottee shall be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him/ her/ it/ them or any other person/s.
- b) The Promoter shall offer possession of the Said Unit to the Allottee/s, after obtaining the Occupancy Certificate/Building Use Permission for the Said Unit on or before **31 day of December, 2024** ("**Delivery Date**") and shall deliver the Common Areas and Facilities

such as _____ on or before _____, subject to the Allottee/s being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided however that the Delivery Date and delivery date of the Common Areas and Facilities such as _____ shall stand extended on account of (i) any force majeure events and/or (ii) reasons beyond the control of the Promoter and/or its agents and/or (iii) due to non-compliance on the part of the Allottee/s including on account of any default on the part of the Allottee/s (“**Extension Event**”). For the purpose of this Agreement, “Force Majeure” event shall include (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court.

- c) Further, in the event the Promoter is unable to offer possession of the Said Unit on or before the Delivery Date for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Allottee/s, the Promoter shall refund the amounts received from the Allottee/s along with applicable Interest (SBI MCLR Rate + 2%) from the date of payment of such amount till refund thereof. Post such refund by the Promoter to the Allottee/s, the Allottee/s agree(s) and acknowledge(s) that the Allottee/s shall not have any right, title interest in the Said Unit, and the Promoter shall be entitled to deal with the same at its sole discretion.

15. Method of Taking Possession

- a) The Allottee/s shall take possession of the Said Unit within 15 (fifteen) days from the date Promoter offering possession of the Said Unit, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Unit to the Allottee/s. Upon receiving possession of the Said Unit or expiry of the said 15 days from offering of the possession (“**Possession Date**”), the Allottee/s shall be deemed to have accepted the Said Unit, in consonance with this Agreement, and shall thereafter, not make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed. The Allottee/s expressly understands that from such date, the risk and ownership to the Said Unit shall pass and be deemed to have passed to the Allottee/s.

- b) The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take possession of the Said Unit within the time stipulated by the Promoter, then the Allottee/s shall in addition to the above, pay to the Promoter holding charges at the rate of [Rs.] (Rupees _____ only) per month per square meter of the Total Area of the Said Unit ("**Holding Charges**") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Said Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.
- c) It is hereby agreed between the Parties that upon receipt of occupation certificate/ Building use permission for the Said Unit the Allottee/s shall not be entitled to terminate this Agreement. Further, in case the Allottee/s fail/s to respond and/or neglect/s to take possession of the Said Unit within the aforementioned time as stipulated by the Promoter then the Promoter shall also be entitled along with other rights under this Agreement, to forfeit/claim the entire Total Consideration towards the Said Unit along with interest on default in payment of installments (if any), applicable taxes and any other charges/amounts. The Allottee/s further agree/s and acknowledge/s that the Promoter's obligation of delivering possession of the Said Unit shall come to an end on the expiry of the time as stipulated by the Promoter and that subsequent to the same, the Promoter shall not be responsible and/or liable for any obligation towards the Allottee/s for the possession of the Said Unit.

16. Outgoings

- a) From the Possession Date, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Project Land and Buildings/Wing namely local taxes, betterment charges or such other levies by the concerned local authority/AUDA and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and building/s.
- b) Until the conveyance of the structure and the common areas of the Building(s)/Wing(s) to the common organization, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as

may be determined by the common organization. The Allottee/s further agrees that till the Allottee/s's share is so determined, the Allottee/s shall pay to the Promoter provisional monthly contribution as determined by the Promoter from time to time. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance in favour of common association as aforesaid. On such conveyance being executed the balance amount of deposits shall be paid over by the Promoter to the common organization.

- c) Promoter shall maintain a separate account in respect of sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the co-operative service Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17. Defect Liability Period

- a) If the Allottee brings to the notice of the Promoter any structural defect in the Said Unit/ Building(s) /Wing(s) within a period of 5 years stipulated under the Relevant Laws, it shall wherever possible be rectified by the Promoter without further charge to the Allottee/s. However, Parties agree and confirm that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the Said Unit/ Building(s)/Wing(s) or defective material being used or regarding workmanship, quality or provision of service, 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 Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act and the Rules and Regulations therein. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.
- b) After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 17 (a), the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

18. Conveyance

- a) All costs, charges and expenses including stamp duty, registration charges and expenses incidental to the preparation, stamping and execution of such deed of assignment/ transfer shall be borne and paid by the association/all Allottee/s of Said Unit in the Said Building/ wing in the same proportion as the total area of the UNITs/ premises to the total area of all the UNIT(s)/ premises/ Units in the said building/s/ wing/s.

19. GeneralRepresentation and Warranties

Each Party represents and warrants to the other that:

- a) it has power to execute, deliver and perform its obligations under this Agreement and all necessary corporate, shareholder and/or any other required sanction has been taken to authorize such execution, delivery and performance;
- b) this Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
- c) the execution, delivery and performance of its obligations under this Agreement does not and will not:
 - i. contravene any law, regulation or order of any Governmental or other official body or agency or any judgment or decree of any court having jurisdiction over it; or
 - ii. Conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.
- d) All the terms & conditions, rights and obligations of the Parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder ("Act") and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said applications form / allotment letter / sale agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any

effect.

20. Formation and Working of Organization of the Allottee/s

- a) The Promoter shall form appropriate co-operative service society under rules and regulations of the Gujarat Cooperative Societies Act, 1961 as statutorily amended from time to time (hereinafter referred to as the “**Organization of Allottee/s**”) which shall formulate the Rules, Regulations and Bye-laws of such Organization of Allottee/s of the Allottee/s of the Said Unit developed on the Said Property and the Allottee/s shall be admitted to the membership of such Organization of Allottee/s. The Allottee/s along with other Allottee/s of the Said Unit in the building/cluster shall join in forming and registering the Society or Association for the purpose of maintenance, management and administration of the building/cluster, 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 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/s, so as to enable the Promoter to register the common organization of Allottee/s.
- b) No Objection shall be taken by the Allottee/s if any, changes or modification are made in the draft bye-laws, or the memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Service Societies or the Registrar of Companies, as the case may be, or any other competent Authority. The Allottee/s shall on demand pay to the Promoter a sum of INR ____/- (Rupees _____ only) towards meeting all legal cost, charges and expenses, including professional costs of Advocates/ Solicitors of the Promoter in connection with formation of the society / apex body and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.
- c) Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Said Unit is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the Said Unit) of outgoings in respect of the Project Land and buildings namely local taxes, betterment charges or such other levies by the concerned local

authority/AUDA and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and building/s.

d) The Allottee acknowledges that amount of Maintenance shall be utilized as under:

(i) For the purpose of this Agreement, Maintenance charges will be applicable at the time of possession and will be utilized for maintenance of Cluster, Society forming a part of the Project. Amount of Maintenance charges shall be comprising of cluster, and corpus which will handed over to service society/organization of Allottee/s as more specified in Annexure "E".

PROVIDED THAT in the event, amount of Maintenance charges is not sufficient to meet the maintenance expenses and outgoings of the Said Building, the Cluster, the Allottee shall contribute such amount, as may be required by the Facility Management Company i.e. Organization of Allottees/ Society (as the case may be) so as to meet the aforesaid maintenance expenses and outgoings in monthly, quarterly or any installments as required. The Allottee shall within Seven days of the receipt of demand notice from the Facility Management Company i.e. Organization of Allottees/ Society make payments towards aforesaid proportionate maintenance charges for the maintenance of the Said Building/ cluster/ wing and/ or the Project;

e) In the event of the Organization of Allottee/s being formed and in the event of any Allottee/s being admitted as a member of the Organization of Allottee/s before the sale of all the premises in the Said Building or Buildings the powers and authorities of the Organization of Allottee/s of the premises in the Said Buildings shall be subject to the overall control of the Promoter in respect of any of the matter concerning the Said Building. The Promoter shall have absolute authority and control as regards the disposal of the unsold premises or the premises of which the agreement is cancelled at any stage for any reason whatsoever, and all the Allottee/s of such premises shall be admitted as member of the Organization of

Allottee/s with the same rights, same benefits and subject to same obligation as the Allottee/s and the other members of the Organization of Allottee/s may be entitled/ liable to any reservation of condition whatsoever and the Allottee/s hereby agrees to give consent to admit such Allottee/s as the members of the Organization of Allottee/s without raising any objection whatsoever and without demanding any additional amounts except share money. Further Promoter may become a member of the association / society / apex body to the extent of the unsold/ unallotted covered car parking space in the Said Building.

- f) For the purpose of managing the buildings developed on the Said Property, the Promoter shall be entitled in its absolute discretion to nominate or appoint any person, firm or corporate body, organization or any other person ("**Facility Management Company**") that shall perform such functions as are required to effectively manage, upkeep and maintain these buildings together with other buildings and the Project Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Promoter may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Allottee/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/ Facility Management Company, for the purposes of framing rules for management of the Building(s)/Wing(s) and use of the Said Unit by the Allottee/s for ensuring safety and safeguarding the interest of the Promoter/ Facility Management Company and other Allottees of Said Unit(s)/ units in the Building(s)/Wing(s) and the Allottee/s also agree(s) and confirm(s) not to raise any disputes/ claims against the Promoter Facility Management Company and other Allottees of Said Unit(s)/ units in this regard.
- g) The Allottee/s shall pay to the Promoter facility management company appointed by the Promoter Organization of Allottee/s the proportionate share of the outgoings, provisional charges, taxes, levies and other amounts in respect of the Said Building payable by the Allottee/s under this Agreement or any such outgoings applicable to the Allottee/s by virtue of any law for the time being in force or any notifications, order, rule or notice of any competent authority. It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein,

even after formation of the association/ apex body/ apex bodies. The Allottee/s hereby grants his/ her/ their/ its consent confirming such agreement /contract/ arrangement that the Promoter has or may have to enter into with the Facility Management Company. It is further expressly understood that the Promoter shall not in any manner be accountable, liable or responsible to any person including the Allottee/s and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Said Building and/or common areas, amenities and facilities thereto.

- h) Except Car Park(s) allotted by the Promoter in accordance to this Agreement, the Allottee/s agree(s) and confirm(s) that all open car parking space(s) will be dealt with in accordance with the relevant laws. The Allottee/s hereby declares and confirms that except for the Car Park(s) allotted by the Promoter, the Allottee/s do/es not require any parking space/s including open car parking space(s) and accordingly the Allottee/s waives his/ her/ its/ their claim, right, title, interest whatsoever on the areas of parking space(s) in the Project. The Allottee/s further agree(s) and undertake(s) that it shall have no concerns towards the identification and allotment/allocation of parking space(s) done by Promoter association / apex body, at any time and shall not challenge the same anytime in future. The Allottee/s agree(s) and acknowledge(s) that Promoter the association/apex body shall deal with the parking space(s) in the manner association / apex body deems fit, subject to the terms of bye-laws and constitutional documents of the association / apex body / the relevant laws.
- i) The Promoter acknowledges and accepts the aforementioned waiver and accordingly has given effect to the same while calculating the Total Consideration.
- j) At the time of registration of conveyance of the structure of the Said Unit of the Said Building, the Allottee/s shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable, by the Society on such conveyance or any documents or instruments of transfer in respect of the structure of the Said Unit of the Said Building. At the time of registration of conveyance of the Project Land, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable, by the apex body or Federation on such

conveyance of any document or instruments of transfer in respect of the structure of the Project Land to be executed in favor of the apex body or Federation.

21. Representations and Warranties of the Promoter

The Promoter hereby represent and warrant to the Allottee/s as follows:

- a) Shall construct the said Building in accordance with the Layout, plans, designs, specifications approved by the concerned local authority/AUDA and which have been provided to the Allottee/s, with such variations and modifications as the Promoter may consider necessary on final approval of the Project or otherwise as required by the concerned authority.
- b) The Promoter has a clear and marketable title with respect to the Project Land, as declared in the title report and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project.
- c) There are no encumbrances upon the Project except those disclosed in the title report.
- d) There are no litigations pending before any Court of law or any other forum with respect to the Project Land except those disclosed in the title report.
- e) 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.
- f) 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/s created herein, may prejudicially be affected.

- g) 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, and the Said Unit which will, in any manner, affect the rights of Allottee/s under this Agreement. Also promoter has and will not mortgage the said unit to any Banking, NBFC or 3rd party
- h) The Promoter confirms that they are not restricted in any manner whatsoever from selling the Said Unit to the Allottee/s in the manner contemplated in this Agreement.
- i) At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Allottee/s.
- j) 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.
- k) No notice from the Government or any other local body or authority/AUDA or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received or served upon the Promoter in respect of the Project Land except those disclosed in the title report.
- l) The amounts paid by the Allottee/s to the Promoter as contribution towards the outgoings shall remain with the Promoter, till the Organization of the Allottee/s is formed. The said amount or balance, if any, of the aforesaid Maintenance amount shall be paid over by Promoter to the Organization of Allottee/s to be formed by the Allottee/s.
- m) The Promoter hereby confirms that prior to the implementation of the Act, the Promoter have adhered to all the applicable local laws and relevant other laws towards the Project.
- n) If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] 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 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) % per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.

22. Rights of the Promoter

- a) 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/ AUDA at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the Said Unit to the Allottee/s, obtain from the concerned local authority/ AUDA occupancy and /or completion certificates in respect of the Said Unit.
- b) All unsold and/or un-allotted units, area and spaces in the Said Building /Residential Complex, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Said Building / phase and Project Land shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or un-allotted unit(s)/premises and shall be entitled to enter upon the Project Land and the Said Building / phase to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.
- c) The Promoter shall without any reference to the Allottee/s, association / apex body / apex bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or un-allotted UNIT(s)/premises and spaces therein, as it deems fit. The Promoter shall be entitled to enter in separate agreements with the Allottees of different unit(s)/premises in the Said Building / phase on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new Allottee/s as member/s of the association / apex body / apex bodies. The Allottee/s and / or the association / apex body / apex bodies shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Promoter shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and

regulations or resolutions of the association / apex body / apex bodies.

- d) The Allottee/s hereby consents to the Promoter dividing the basement into car parking spaces, store rooms, storage spaces and any other areas as may be decided by the Promoter as per the approved plans. The Promoter shall be entitled to allot, grant a right to use of, sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever such spaces and areas in the phase to the extent permissible under the Relevant Laws.
- e) The Promoter may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Project in accordance with the Relevant Laws. On such transfer, the assignee or transferee of the Promoter shall be bound by the terms and conditions herein contained.

23. Representations and Warranties of the Allottee/s

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

- a) On or before delivery of possession of the Said Unit pay to the Promoter, the Balance Sale Consideration, proportionate share of taxes, any other charges as decided by the Promoter, the amount towards advance maintenance, share money, legal charges, society admission fee, as fixed by the Promoter and such amounts agreed in this Agreement.
- b) Pay the applicable stamp duty, registration charges Legal/ Advocate charges and other incidental expenses payable, at the time of registration of this Agreement and the Sale Deed whenever the same is executed.
- c) The Allottee/s shall use the Said Unit or any part thereof or permit the same to be used only for purpose of residence and shall not use any other purposes(s) whatsoever. The Allottee/s shall use the allotted parking space only for purpose of keeping or parking his/ her/ their/ its vehicle.
- d) the Allottee/s shall not protest, object to or obstruct the execution of the construction work nor the Allottee/s shall be entitled to claim

any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him/ her/ it/ them or any other person/s, for any inconvenience, hardship, disturbance or nuisance caused to the Allottee/s during the construction of the Project by the Promoter.

- e) not to interfere with the rights of the Promoter to construct at such locations, as it may from time to time decide, any additional buildings/ structures, sub-stations as the Promoter may deem fit and proper and the Promoter shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Allottee/s and/or the association / apex body / apex bodies, upon its formation/registration, as the case may be, in accordance with the terms of the Relevant Laws and the Allottee/s agrees not to dispute or object to the same. The right hereby reserved shall be available to the Promoter until the complete optimization of the Project Layout. The Promoter shall also have right to construct any additional buildings/ structures, sub-stations for electricity or office for management of the new building/s and build underground and overhead tanks structures for watchman cabin toilet Units for domestic servants/ watchmen, septic tank, soak pits and other structures the locations of which are not particularly marked or shown in the building plans or Layout plans and laying through or under or over the ground or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any of the Buildings and other structures which are to be developed and constructed by the Promoter, and raise any dispute in the Court by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise.
- f) Not to raise any requisition for further documents or objection to the title and/or the rights of the Promoter in relation to the Project Land on any ground whatsoever.
- g) Pay proportionate or full amount as the case may be towards deposit, services charges, supervision charges and any other such statutory demand from the government authorities for providing electrical power, energy meters, water connection, sewerage and drainage connection etc. as applicable, in addition to the agreed consideration of the Said Unit.

- h) Pay to the Promoter share money, society admission fee, proportionate share of taxes, cess, Electricity charges, AMC charges, statutory dues etc. on actuals and the legal charges within seven days of demand thereof by the Promoter as mentioned in Annexure "B".
- i) Confirm/declare that he/she has agreed to purchase the Said Unit after due verification of all the relevant aspects and has satisfied himself/herself in this regard.
- j) Confirm/declare that he/she shall not claim any right, title or interest in case of any additional FSI being made available to the Promoter with regard to Project over and above what has been contemplated herein and the Promoter shall be entitled to utilize the same as per their mutual understanding until promoter Convey the project to the association of allottees.
- k) Confirm/declare that any refund to be made under this Agreement by the Promoter to the Allottee/s, shall be made in favour of the first name of the Allottee (in case of more than one Allottee/s) of the Said Unit. Such refund by the Promoter in favour of the first name of the Allottee shall be deemed to be made in favour of all the applicants/Allottee/s of the Said Unit and all the applicants of the Said Unit shall adjust the refunded amount as per their internal understanding. The Parties hereby agree to this mode of refund by the Promoter and further states and confirms that this mode of refund shall absolutely discharge the liability of the Promoter against the remaining applicants/Allottee/s of the Said Unit.
- l) To maintain the Said Unit at the Allottee/s's own cost in good and tenantable repair and condition from the date that of possession of the Said Unit is taken and shall not do or suffer to be done anything in or to the Said Building in which the Said Unit is situated which may be against the rules, regulations or bye-laws or change/ alter or make addition in or to the Said Building in which the Said Unit is situated and the Said Unit itself or any part thereof without the consent of the local authorities/AUDA, if required.
- m) The Allottee/s agrees and undertakes to maintain and not to do anything which has the effect of affecting the structural stability of the Said Building and also not to store or bring and allow to be stored and brought in the Said Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger

the structure of the Said Building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner. The Allottee/s shall not do or cause anything to be done in or around the Said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Said Unit or adjacent to the Said Unit. The Allottee/s shall not make in the Said Unit any structural additions and/or alterations to the beams, columns, partition walls, shear walls, etc. or improvements of a permanent nature. If the Allottee/s demolishes, punctures, and/or in any other way alters the existing walls and / or add or in any way put up a new concrete or masonry structure / partition in the Said Unit, since the building structure is not designed to take such load the stability of the Said Building will be endangered. The Allottee/s further indemnifies the Promoter that in the event of happening of any of the events as mentioned above, the Allottee/s would be solely responsible for the same.

- n) To carry out at his own cost all internal repairs to the Said Unit and maintain the Said Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Said Building in which the Said Unit is situated which may be contrary to the rules and regulations and bye-laws of the society/ concerned local authority/ AUDA or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority/ AUDA and/or other public authority.
- o) Not to demolish or cause to be demolished the Said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the Said Building in which the Said Unit is situated and shall keep the portion sewers, drains and pipes in the Said Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Said Unit without the prior written permission of the Promoter and/or the Society.

- p) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Said building in which the Said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- q) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Unit in the compound or any portion of the Project Land and the Said Building in which the Said Unit is situated.
- r) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority /AUDA or Government or giving water, electricity or any other service connection to the Said building in which the Said Unit is situated.
- s) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority/AUDA and/or Government and/or other public authority, on account of change of user of the Said Unit by the Allottee/s for any purposes other than for purpose for which it is sold.
- t) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Unit until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- u) The Allottee/s shall observe and perform all the rules and regulations which the society or apex body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Said Building and the Said Unit therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority/AUDA and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the society/ apex body/ federation regarding the occupancy and use of the Said Unit in the Said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- v) The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and other at all reasonable times, to enter into and upon the Project Land and Said Building or any part thereof to view and examine the state and condition thereof.
- w) The Allottee/s hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement/ communications or the sample mock unit and its colour, texture, the fitting(s)/ fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/ or services or cannot be construed as same. The Allottee/s has/ have not relied on the same for his/ her/ their/ its decision to acquire Said Unit the phase and also acknowledges that the Allottee/s has/ have seen all the sanctioned Layout plans and time schedule of completion of the Project.
- x) The Allottee/s undertakes that the Allottee/s has/ have taken the decision to purchase the Said Unit in the phase out of his/ her/ their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee/s by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.
- y) Save and except the information/ disclosure contained herein the Allottee/s confirm/s and undertake/s to not to any make any claim against Promoter or seek cancellation of the Said Unit or refund of the monies paid by the Allottee/s by reason of anything contained in other information/ disclosure not forming part of this Agreement including but not limited to publicity material/ advertisement published in any form or in any channel.
- z) The Allottee/s agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Said Unit and/or Car Park(s) by concerned authorities due to non-payment by the Allottee/s or any other Said Unit Allottee/s of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments.

- aa) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Unit or of the said Project Land and the Said Building or any part thereof. The Allottee/s hereby agree that the Allottee/s shall have no claim save and except in respect of the Said Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.
- bb) That the dry and wet garbage shall be separated and the wet garbage generated in the Building/ Wing shall be treated separately on the Project Land by the residents/occupants of the Building/Wing in the jurisdiction of _____ (“_____”) Municipal Authority.

24. Foreign Exchange Management Act

The Allottee clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the Said Unit are made by non-resident/s/foreign national/s of Indian origin, shall be the sole responsibility of the Allottee/s to comply with the provisions of the Foreign Exchange Management Act, 1999 (“FEMA”) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Promoter with such permission/approvals/no objections to enable the Promoter to fulfill its obligations under this Agreement. Any implications arising out of any default by the Allottee/s shall be the sole responsibility of the Allottee/s. The Promoter accepts no responsibility in this regard and the Allottee/s shall keep the Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Promoter immediately and comply with all the necessary formalities, if any, under the Relevant Laws.

25. Anti-Money Laundering

- a) The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the Said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations,

notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (**"AntiMoney Laundering"**).

- b) The Allottee/s further declare(s) and authorize(s) the Promoter to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/ details provided is/ are true and correct in all respect and nothing has been withheld including any material facts within his/ her/ their /its knowledge.
- c) The Allottee/s further agree(s) and confirm(s) that in case the Promoter become aware and/or in case the Promoter are notified by the statutory authorities of any instance of violation of Anti-Money Laundering laws, then the Promoter shall at its sole discretion be entitled to cancel/ terminate this Agreement. Upon such termination the Allottee/s shall not have any right, title or interest in the Said Unit neither have any claim/ demand against the Promoter, which the Allottee/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/ termination, the monies paid by the Allottee/s shall be refunded by the Promoter to the Allottee/s in accordance with the terms of this Agreement only after the Allottee/s furnishing to the Promoter a no-objection/ consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

26. Default By Allottee/s

- a) In the event, the Allottee/s fails or neglects to (i) make the payment of the Balance Sale Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Allottee/s as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Promoter shall be entitled, without prejudice to other rights and remedies available to the Promoter including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Allottee/s, to cancel/ terminate the transaction and/ or (iii) The Allottee(s) delaying, or committing default in making, and/or failing, refusing, or neglecting, to make payment of any of the aggregate payments being Total Sale Consideration (defined in clause __ below), amounts, contributions including fund contributions, Interest, liquidated damages, other charges & deposits, and taxes payable, and any other sums agreed to be paid, and/or required to

be paid by the Allottee(s) herein and in relation to, and/or in pursuance of the agreement for sale herein, or any part/s thereof on or before respective due dates ("Aggregate Payments").

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

- c) The Allottee(s) committing any breach or default of, or not being in observance, performance, or compliance with any of the terms, conditions, covenants, undertakings, representations and/or warranties contained in this Agreement, and/or as given by him/her/them/it under this Agreement, and/or of any Approvals and/or Applicable Law, etc.; and/or,
- d) The Allottee(s) being convicted of any offense involving moral turpitude; and/or,
- e) Execution, or other similar process, being issued and/or levied against the Allottee(s), and/or any of the Allottee(s) assets and properties; and/or,
- f) the Allottee(s) receiving any notice from Governmental Authority, and/ or any foreign state or government, and/ or any authorities of any foreign state or government, under any laws, rules, or regulations, and/ or the Allottee(s) involvement in any money laundering and/ or illegal activity/ies, and/ or the Allottee(s) being declared to be proclaimed offender and/ or a warrant being issued against him/ her /them/ it under any laws, rules, or regulations;

a) Termination by Allottee/s prior to receipt of Occupation Certificate/Building Use Permission:

In the event, the Allottee/s intends to terminate this Agreement for reasons other than those attributable to the Promoter's/s default, then the Allottee/s shall give a prior written notice ("**Notice**") of 60 (sixty) working days to the Promoter expressing his/her/its intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Promoter, this clause shall be dealt with in accordance with clause 27 (b) above and the Promoter shall be entitled to forfeit the Non-Refundable Amounts. The Allottee/s further agrees and undertakes that on occurrence of such event of termination, the Allottee/s agrees to return all documents (in original) with regards to this transaction to the Promoter, comply with all other requirements of the Promoter as would be required for effective termination of this Agreement including but not limited to timely execution and registration of the Deed. Upon such termination, the Allottee/s agree(s) and acknowledge(s) that the Allottee/s shall not have any right, title and/or interest in the Said Unitand/or Car Park(s) and/or the Project and/or the Project Land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever.

Further, upon such termination, the Promoter shall be entitled to deal with the Said Unit at its sole discretion.

27. It is clearly understood and agreed by the Parties that –

- a) The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Land and any common rights of ways with the authority to grant such rights to the Allottee/s and/or users of units in the Building(s)/Wing(s) being constructed on the Project Land (present and future) at all times and the right of access to the Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Land and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to each and every building to be constructed on the Project Land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/s other occupants of units in building constructed on the Project Land till such time the Land is handed over to the association/society/apex body/apex bodies.
- b) Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/ assignment/ declaration/ deeds of Said Unit to be executed in respect of the sale/transfer of Said Unit/units in the buildings to be constructed on the Project Land. The Allottee/s hereby expressly consents to the same.

28. Brand Name & Project Name

- a) It is agreed by the Allottee/s that the name of the Project “Abhilasha Residency Phase 2” or of the individual towers may be changed at the sole discretion of in accordance with relevant law.

29. Representations for Third Parties

The Allottee hereby acknowledge(s), agree(s) and undertake(s) that the Allottee shall neither hold the Promoter or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/ offer(s) made by any third party to the Allottee nor make any

claims/demands on Promoter or any of its sister concerns/ affiliates with respect thereto.

30. Fit out Manual

- a) The Allottee agree(s) and undertake(s) that on receipt of possession, the Allottee shall carry out any fit-out/ interior work strictly, in accordance, with the rules and regulations framed by Promoter/ association/ apex body/ apex bodies ("**Fit-Out Manual**") and without causing any disturbance, to the other Allottee of premises/ units on the Project. The Fit-Out Manual will be shared at the time of handing over possession of the Said Unit. Without prejudice to the aforesaid, if the Allottee make any unauthorized change or alteration or causes any unauthorized repairs in or to the Said Unit or part thereof, the Promoter shall be entitled to call upon the Allottee to rectify the same and to restore the Said Unit or part thereof to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Allottee does not rectify the breach within the such period of 30 (thirty) days, the Promoter may carry out necessary rectification/ restoration to the Said Unit or part thereof (on behalf of the Allottee) and all such costs/ charges and expenses incurred by the Promoter shall be reimbursed by the Allottee. If the Allottee fail(s) to reimburse to the Promoter any such costs/ charges and expenses within 7 (seven) days of demand by the Promoter, the same would be deemed to be a charge on the Said Unit. The Allottee hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Said Unit or part thereof and (ii) for all costs and expenses incurred by the Promoter for instituting any legal proceedings for recovery of such costs/ charges and expenses incurred by it for rectification/ restoration to the Said Unit.
- b) Upon the possession of the Said Unit being delivered to the Allottee, the Allottee shall be deemed to have granted a license to the Promoter, its engineers, workmen, laborers or architects to enter upon the Said Unit by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Said Unit or if necessary any part thereof provided the Said Unit is restored to the same condition, as far as

possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Allottee or his agents and the Allottee shall reimburse and/or pay to the Promoter or any other person the loss or damage suffered by them on account of the act of the Allottee/s or his agents. The Promoter shall not be liable for any theft or loss or inconvenience caused to the Allottee on account of entry to the Said Unit as aforesaid. If the Said Unit is closed and in the opinion of the Promoter any rectification or restoration is necessary in the interest of the Said Unit and/or Allottee therein, the Allottee consent(s) to the Promoter to break open the lock on the main door/entrance of the Said Unit and the Promoter shall not be liable for any loss, theft or inconvenience caused to the Allottee on account of such entry into the Said Unit.

31. Transfer

Only after payment of (i) minimum _____ percent of the Sale Consideration by the Allottee and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of allotment letter dated _____, whichever is later from (i) and (ii), the Allottee may transfer his rights, title and interest in the Said Unit under this Agreement to any third person / entity after obtaining prior written consent of Promoter. Any such transfer by the Allottee shall be subject to the terms and conditions of this Agreement, relevant laws, notifications/ governmental directions, the Allottee submitting documentary proof as may be required by the Promoter, payment of the monies due and payable by the Allottee under this Agreement and payment of applicable transfer / administrative fee of INR _____/- (Rupees _____only) per square meter plus taxes as applicable on the Total Area of the Said Unit to the Promoter. Further, Promoter reserves the right to allow such transfer at its sole discretion.

32. Mortgage & Security

The Promoter if it so desires shall be entitled to create security on the Project Land together with the building/s being constructed thereon (including the Said Building) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Said Unit allotted hereunder. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Said Unit, provided the Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses

thereon, in any case on or before the assignment/transfer of the Project Land (or any part thereof) and building/s constructed thereon in favour of the association/ apex body/ apex bodies. The Allottee/s hereby gives express consent to the Promoter to raise such financial facilities against security of the Project Land together with the building(s) being constructed thereon (including the Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the Said Unit agreed to be transferred hereunder.

33. Appointment of vendors for internet and cable facility

The Promoter has informed the Allottee/s and the Allottee/s is/are aware & agree that in order to provide a common and better quality service the Promoter shall decide on the specifications and vendors for providing T.V./Internet – Cable and dish antennae network in the Said Building and other buildings constructed / to be constructed upon the Project Land. The aforesaid rights are retained by the Promoter to itself permanently and the Promoter shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Promoter may determine save and unless the Promoter relinquish the said rights. In pursuant to this, the rights of the Allottee/s will not be affected. The consideration received for such assignment shall belong to the Promoter alone. In view thereof, the Allottee/s and /or other occupants of units in the Said Building shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna network facilities from the Promoter or the assignee(s) of the Promoter save and except in case of relinquishment as aforesaid. The Allottee/s and/or occupants of units in the Said Building and/or the association / apex body / apex bodies shall pay the charges (including deposits) as may be charged by the Promoter and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Promoter and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto.

34. Waiver

Any delay tolerated or indulgence shown by the Promoter, in enforcing the terms, conditions, covenants, stipulations and/ or provisions of this Agreement, or any forbearance, or giving of time, to the Allottee/s by the Promoter, shall not be treated/ construed /considered, as a waiver or acquiescence on the part of the Promoter of any breach, violation, non-performance or non-compliance by the Allottee/s of any of the terms,

conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/ remedies of the Promoter.

35. Binding effect

Executing this Agreement with the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter until the Allottee/s appear/s for registration of this Agreement before the concerned sub-registrar as and when intimated by the Promoter.

36. Entire agreement

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Allottee/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoter and/or its agents to the Allottee/s and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

37. Provision Of This Agreement Applicable To Allottee/s /Subsequent Allottee/s

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 Allottee/s of the Said Unit, in case of a transfer, as the said obligations go along with the Said Unit for all intents and purposes.

38. Right to amend

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

39. Severability

If any of 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.

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

Wherever in this Agreement it is stipulated that the Allottee/s 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 Unit to the total carpet area of all the units being developed in the Project.

41. 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.

42. Miscellaneous

- a) In the event of the Said Unit being transferred by the Allottee/s to a third party, any such transferees shall also observe all the conditions contained herein which are intended to preserve the homogeneity and purpose of the Project including but not limited to Clause 24 (*Representations and warranties of the Allottee/s*), and suitable clauses to this effect shall be incorporated by the Allottee/s in the document conveying the Said Unit to such transferee/s.
- b) Promoter shall have lien on the Said Unit in respect of any unpaid installment of the Sale Consideration (and Location Benefit Charges, if any). The payments made by the Allottee/s shall be first adjusted towards the interest due if any and only then towards the balance amount of the Sale Consideration payable, if any, as more particularly set out in in this Agreement.

- c) After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 17 (a), the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his/ her/ its/ their own costs.

43. Place of Execution

- a) The execution of this Agreement shall be complete only upon its execution by the Allottee/s / the Promoter through its authorized signatory of the Promoter office and simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar and this Agreement shall be deemed to have been executed at the office of Sub – Registrar – _____.
- b) The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/sale deed at the proper office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

44. Notices

Any notice, demand or other communication including but not limited to the Allottee’s default notice to be served under this Agreement may be served upon any Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.

To the Allottee:

Name : _____
Address : _____
Notified Email ID : _____

To Promoter:

Name : _____
Address : _____
Notified Email ID : _____

It shall be the duty of the Allottee/s 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/s, as the case may be.

45. Joint Allottee/s

That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s 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 Allottee/s.

46. Stamp duty and Registration charges

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

47. Dispute Resolution and Arbitration

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, there under.

48. 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 Ahmedabad courts will have the jurisdiction for this Agreement. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and the Rules and Regulations made thereunder (“**Rules and Regulations**”) and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands seals the day and year first hereinabove written.

Signed sealed and delivered for and on behalf of
Abhilasha Buildcon

Mr. _____

Mr. _____

In the presence of:

1. _____

(Signature - Allottee(s) Witness)

2. _____

(Signature - Promoter(s) Witness)

FIRST SCHEDULE
(Description of the free hold land –the Project land)

×

SECOND SCHEDULE
(Description of Said UNIT)

Commercial UNIT bearing No. ____ admeasuring ____ sq. meters of carpet area and ____ sq. meters of exclusive area ("**Total Area**") including ____ balcony admeasuring ____ sq. mtrs / ____ sq. mtrs open terrace (if applicable) forming part of the UNIT and on the ____th floor in the building known as ____ **Sq.mtrs** along with proportionate rights in common areas, amenities and facilities of the Said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout and ____ stilt/ covered car parking space(s) / NIL basement car parking space(s) in the basement of the Said Building and common facilities in the Cluster, constructed on Final Plot No. ____ of TP Scheme ____ within the limits of the Village: ____ Taluka: ____ - District: ____ in the Registration District and Sub District of ____, and bounded as follows:

East-

West-

North-

South-

THIRD SCHEDULE

Sale Consideration

- (i) The Allottee/s 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 fees and hereby agreed to pay to that _____ the balance amount of Rs. _____/- (Rupees _____ only) in following manner:-
- (ii) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the _____ after the execution of Agreement.
- (iii) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the _____ on completion of the Plinth of the building or which in which the Said UNIT is located.
- (iii) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the _____ on completion of the slabs including podiums and silts of the building or wing in which the Said UNIT is located.
- (iv) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the _____ on completion of the walls, internal plaster, floorings doors and windows of the Said UNIT.
- (v) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 80% of the total consideration) to be paid to the _____ on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Said UNIT.
- (vi) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the _____ on completion of the external plumbing and external plaster, elevation, terrace with waterproofing, of the building or wing in which the Said UNIT is located.
- (vii) Amount of Rs. _____/- (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the _____ on

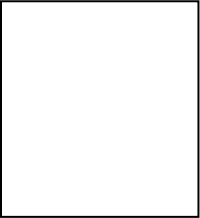
completion of the lifts, water pumps, electrical fittings, electro mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the Said UNIT is located.

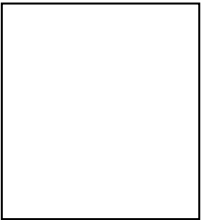
- (viii) Balance Amount of Rs./- (Rupees _____ only) against and at the time of handing over of the possession of the UNIT to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

**SCHEDULE AS PER SEC:-32 (A) OF THE REGISTRATION ACT THE PROMOTER’S
SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION**

PHOTO

THUMBMARK





(COMPANY NAME)
By its Authorised Signatories

ALLOTTEE’S SIGNATURE , PHOTOGRAPH & THUMB IMPRESSION

MARK	PHOTO	THUMB
		(Use Left Hand & Black Ink Only)
1. _____		
3. _____		

Three PARTY Land Owner :-
1)Vijaybhai Navghanbhai Mundhva

PAN – BNIPM9577L
42,Vrajdham Bunglows ,Shella ,Sanand ,Ahmedabad-382110

2) Navghan K Bharwad
PAN – CYRPM9506L
42,Vrajdham Bunglows ,Shella ,Sanand ,Ahmedabad-382110

3)Gopal N Bharwad
PAN – BHLPM0553R
42,Vrajdham Bunglows ,Shella ,Sanand ,Ahmedabad-382110

ANNEXURE A

Copy of Registration Certificate obtain from Real Estate Regulatory Authority

ANNEXURE – B

(Payment of Other Charges by the Allottee/s)

The Allottee/s shall on demand pay to the Promoter the following amounts:-

Details	Amount
<u>Other Charges:</u>	
Estimated amount towards Legal Charges	
Estimated amount towards Corporation / Nagarpalika/ Grampanchayat / Development Authority Charges	
Estimated amount towards Electricity Charges	
<u>Maintenance:</u>	
Estimated amount towards cluster Maintenance Charges	
Estimated maintenance towards Corpus	
Total	

**Estimated Maintenance charges will be additionally applicable at the time possession is announced which may last for _____ months and will be exclusive of GST. This amount is tentatively worked out on the basis of current prevailing market rate/s and it can be changed keeping in view inflation in the cost of inputs and minimum wages. The said maintenance charges will be payable irrespective whether the said UNIT is actually occupied or not by the Allottee/s. The said amount will be utilized till the funds last and thereafter the additional amount shall be payable by the Allottee within 7 days of the billing without any dispute. The Allottee/s shall not be entitled to claim refund of such advance maintenance charges at any later stage. The final statement of Maintenance expenses will be handed over to service society/Association formed by the Allottee/s.

ANNEXURE – C
Title Report/ certificate

ANNEXURE D

Layout

ANNEXURE E
Common Areas, Facilities and Amenities

ANNEXURE F

(Description of the fixtures, fittings and amenities to be provided in the Said UNIT and the Building)