

AGREEMENT FOR SALE

(WITHOUT POSSESSION)

THIS AGREEMENT FOR SALE (“AGREEMENT”) is entered into at Ahmedabad on this _____ day of _____, 2020:

BY AND BETWEEN

M/S. SAANVI NIRMAN ASSOCIATES, PAN: ADIFS 6938 C, a partnership firm, duly incorporated under the provisions of The Indian Partnership Act of 1932, and having registered office at Office Numbers 217-218, Second Floor, Ravija Plaza, Opposite Rambaug, Thaltej-Shilaj Road, Thaltej, Ahmedabad, Gujarat – 380059, India, hereinafter referred to as the **“Land Owner/ Promoter”**, (which expression and manifestation shall unless it be repugnant to and inconsistent with the context or meaning thereof be deemed to admit, mean and include the 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) of the **ONE PART**.

AND

1. (First Applicant)_____

PAN: _____, Aged Adult, residing at

2. (Second Applicant)_____

PAN: _____, Aged Adult, residing at

Hereinafter referred to as the **“Allottee”** (which expression and manifestation shall, unless it be repugnant to or be inconsistent with the context or meaning thereof be, deemed to admit, 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, its 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**.

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

I. Definitions:

1. **“Agreement”** shall mean and ascribe this Agreement for Sale and all Schedules and Annexures attached to it, all read together, and shall include any modification of this Agreement for Sale from time to time in accordance with the terms of this Agreement for Sale.
2. **“Balance Sale Consideration”** shall mean and ascribe the balance amount of the Sale Consideration (defined in clause I (18) below) of INR _____/- (Rupees _____ Only) payable by the Allottee to the Promoter as per the payment schedule chronicled in **Third Schedule** hereunder.
3. **“Building”** shall mean and ascribe a residential unit in the building known as **Skydeck Prive** being constructed on the Project Land (defined in clause I (15) below).
4. **“Car park”** shall mean and ascribe _____ stilt/ _____ basement/ covered parking space(s) situated in the basement/ stilt of the Building.
5. **“Carpet Area”** shall mean and include the net usable floor area of the Unit/ Flat (defined in clause I (19) below), excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Unit/ Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the Unit/ Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Unit/ Flat.

6. **“Common Areas and Facilities”** shall have the meaning ascribed to it in **Annexure “A”** annexed herewith.
7. **“Common Area Maintenance Charges”** shall have the meaning ascribed to it in **Annexure “A”** annexed herewith.
8. **“Designated Account”** shall mean and ascribe all the amounts payable towards the Sale Consideration (defined in clause I (18) below) to the Promoter by account payee cheques and/ or demand drafts and/ or pay orders (including remittances from abroad) in favour of **“SAANVI NIRMAN ASSOCIATES”** payable at Ahmedabad.
9. **“Force Majeure Event”** shall have the meaning ascribed to it in clause 6(c).
10. **“Earnest Money”** shall mean and ascribe a sum of INR _____/- (Rupees _____ Only), being part payment of the Sale Consideration (defined in clause I (18) below) of the Unit/ Flat (defined in clause I (15) below) by the Allottee to the Promoter.
11. **“Exclusive Areas”** shall mean and include exclusive balcony appurtenant to the Unit/ Flat (defined in clause I (15) below) for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the Unit/ Flat for exclusive use of the Allottee.
12. **“Organization of Allottees”** shall have the meaning ascribed to it in clause 8.
13. **“Other Charges”** shall mean and ascribe the ancillary charges over and above the Sale Consideration (defined in clause I (18) below) towards the Unit/ Flat as enlisted in **Third Schedule** hereto.
14. **“Project”** shall mean and ascribe the construction and development of the residential scheme known by the name **“Skydeck Prive”** on the Project Land (defined in clause I (15) below).
15. **“Project Land”** shall mean and ascribe all that piece and parcel of the land bearing Final Plot No. 44/2/9 admeasuring about 762 sq. mtrs. forming a part of the Town Planning Scheme No. 6, allotted in lieu of part land admeasuring about 761 sq. mtrs. (belonging to Account No. 953) of Survey No. 470 paiki admeasuring in aggregate to 18110 sq. mtrs. (bearing Erstwhile Survey No. 1162 paiki of Village Vejalpur) situated within the Village limits of Jodhpur, Taluka: Vejalpur and Registration Sub-District: Ahmedabad – 4, Paldi and District and Registration District: Ahmedabad i.e. the Project Land and it is more particularly described in the **First Schedule** hereunder.
16. **“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.
17. **“Total Area”** shall mean and ascribe the collective area of Carpet Area and Exclusive Area.
18. **“Sale Consideration”** shall mean and ascribe the monetary consideration agreed by the Allottee to purchase the Unit/ Flat (defined in clause I (15) below) for INR _____/- (Rupees _____ Only) alongwith Other Charges [defined in clause 3(b)] and the same is detailed in **Third Schedule** hereunder.

19. **“Unit/ Flat”** shall mean and ascribe Unit/ Flat bearing No. ____ situated on the ____ floor of the Building and more particularly described in the **Second Schedule** hereunder.

II. WHEREAS:

- A.** The Promoter is an absolute owner and is lawfully vested with and is seized and possessed of or otherwise, well and sufficiently entitled to Project Land and it is more particularly described in the First Schedule hereunder;
- B.** Originally, Pankaj Harikishandas Parekh was having ownership rights apropos the Project Land;
- C.** In the meanwhile, vide an Order dated 27.11.2019 bearing no. N.A./ U.1/ Jodhpur/ Kalam-67/ Case No. 50/ 2019 passed by the Deputy Collector (N.A.), Ahmedabad under the aegis of Section 65 of the Gujarat Land Revenue Code of 1879, the said Land was sanctioned non-agricultural permission, for residential use, subject to conditions stated therein. The said aspect was notified in the revenue records on 9.6.2020 vide mutation entry no. 4483;
- D.** Thereafter, the Promoter had obtained a construction permission dated 6.3.2020 bearing no. 03155/290120/A3277/R0/M1 from Ahmedabad Municipal Corporation, which has granted its sanction to carry out development as per the lay out and building plans, elevations, sections and details submitted to it by the Promoter for development of the build-up area approximately 2762.2 sq. meters [comprising of First Celler (Parking), Ground Floors (comprising of Security Room, Residential and Parking), 4 floors and Stair Cabin] on the Project Land for construction of a residential scheme;
- E.** Later, the Project Land was sold and conveyed by Pankaj Harikishandas Parekh in favour of the Promoter vide a Sale Deed dated 4.6.2020 registered at the office of Sub-Registrar of Assurances under serial no. 3826. The said aspect was notified in the revenue records on 16.6.2020 vide mutation entry no. 4489;
- F.** In pursuance of what is stated herein above in Recital E, the Promoter became the lawful and absolute owner of the Project Land;
- G.** Pursuant to the attainment of the requisite permissions and approvals from the concerned authorities, the Promoter has commenced the development and construction on the Project Land of the Project as per the sanctioned/ authorized plans, designs and specifications as approved by the concerned/ relevant local authority from time to time;
- H.** The Allottee has expressed his/ her/ their/ its willingness to purchase a residential unit/ flat in the Building being constructed on the Project Land and has applied to the Promoter for allotment of the unit/ flat bearing No. ____ admeasuring about ____ sq. ft. equivalent to ____ sq. mtrs. of carpet area situated on the ____ floor of the Building i.e. Unit/ Flat **TOGETHER WITH** rights and proportionate interest in the common parts, portions, areas and Common Areas and Facilities constructed on the Project Land with analogous rights and interest therein along with stipulated undivided interest of ____ sq. mtrs. in the Project Land. The said Unit is more particularly evinced and described in the Second Schedule hereunder;
- I.** The Allottee has/ have agreed to purchase the Unit/ Flat for a consideration of INR ____ /- (Rupees ____ Only) i.e. Sale Consideration as detailed in Third Schedule hereunder;

- J.** The Allottee has/ have also agreed to pay the other charges towards the Unit/ Flat as enlisted in Third Schedule hereto i.e. the Other Charges;
- K.** Thereafter, pursuant to an application by the Allottee, the Promoter has issued the Letter of Allotment dated _____, thereby allotting the Unit/ Flat to the Allottee herein;
- L.** The Promoter has registered the Project Land under the provisions of the Real Estate (Regulation and Development) Act, 2016 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 i.e. RERA and as statutorily amended from time to time with the Real Estate Regulatory Authority at _____ under no. _____ dated _____ and this permission has been inspected by the Allottee and the Allottee is/ are satisfied in respect thereof;
- M.** The authenticated copies of Certificate of Title/ Report issued by the attorney at law or advocate of the Promoter, authenticated copies of property card or extract of Village Forms 7/12, 8A & Form No. 6 or any other relevant revenue/ city survey/ municipal records showing the nature of the title of the Promoter to the Project Land on which the Unit/ Flat are/ is constructed or are/ is to be constructed and the sanctioned and authenticated copies of the lay-out plans, designs and specifications prepared by Promoter's Architects i.e. Messrs. **Flxbl Design Consultancy Pvt. Ltd.** and of such other documents as are specified under the Relevant Laws have/ has also been inspected by the Allottee and the Allottee is/ are satisfied in respect thereof;
- N.** The Allottee has conducted an independent due diligence exercise and is satisfied about the title of the Project, Project Land and permissions so far granted by the concerned authorities and have conducted a site visit and acquainted himself/ herself/ itself/ themselves with the site of the Unit/ Flat;
- O.** Prior to the execution of these presents the Allottee has/ have paid to the Promoter a sum of INR _____/- (Rupees _____ Only), being part payment of the Sale Consideration of the Unit/ Flat i.e. the Earnest Money and hereby agreed to be sold and conveyed by the Promoter to the Allottee as an advance payment or application fee (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Allottee has/ have agreed to pay to the Promoter the balance of the Sale Consideration in the manner hereinafter appearing;
- P.** Under section 13 of RERA, the Promoter is required to execute a written Agreement For Sale of Unit/ Flat with the Allottee, being in fact these presents and also to register this Agreement under The Registration Act, 1908;
- Q.** The Allottee has/ have agreed to acquire and purchase the Unit/ Flat [alongwith the covered parking, (if applicable)] with full notice of the terms, provisions, covenants and conditions hereinbefore recited and as mentioned in the application form, the allotment letter and also subject to the terms and conditions hereinafter contained; and
- R.** The Parties are desirous of recording the terms and conditions on which the Promoter has agreed to sell the Unit/ Flat [alongwith the covered parking, (if applicable)] to the Allottee and the Allottee have/ has agreed to purchase the Unit/ Flat [alongwith the covered parking, (if applicable)] from the Promoter and therefore, the Parties have entered into this Agreement For Sale without possession on the terms and conditions more particularly set out herein without any prejudice to each other:

NOW THIS AGREEMENT WITNESSETH and 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, and the Parties have agreed to execute these presents as under:

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

1. Sale Area:

- (a) The Promoter hereby agrees to sell, assign and transfer to the Allottee and the Allottee hereby agrees to purchase and acquire from the Promoter, all the Promoter's share, right, title and interest in the the Unit/ Flat i.e. unit bearing No. _____ of Carpet Area admeasuring about _____ sq. meters (equivalent to _____ sq. ft.) alongwith Exclusive Area of the Unit/ Flat admeasuring about _____ sq. meters (equivalent to _____ sq. ft.) being the Total Area on the _____ floor in the Building i.e. _____ alongwith proportionate right in common areas of the Building namely passage, foyer, terrace, stairs, lifts etc. alongwith the rights in the Common Areas and Facilities as per proposed layout, and _____ sq. mtrs. (equivalent to _____ sq. ft.) of undivided share in the Project Land and _____ stilt car parking space(s)/ NIL basement/ covered car parking space(s) i.e. Car park(s) in the Building (detailed in Annexure "A") and more particularly reflected in Second Schedule hereunder, free from all encumbrances, lien, charges or claims whatsoever, for the Sale Consideration of INR _____/- (Rupees _____ Only). The total amount paid towards the Sale Consideration is more particularly described and evinced in the payment schedule hereunder as Third Schedule.
- (b) The Sale Consideration Including INR _____/- (Rupees - _____ Only) being the proportionate price of the Common Areas and Facilities appurtenant to the Unit/ Flat, the nature, extent and description of the Common Areas And Facilities and Common Area Maintenance Charges which are more particularly described in the **Annexure "A"** annexed herewith.
- (c) With respect to the specifications, fixtures and fittings like the flooring, sanitary fittings and amenities regarding the Unit/ Flat to be provided by the Promoter in the Building are set out in **Annexure "B"**, annexed hereto or its equivalent thereof. The Allottee is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Promoter and undertakes that the Allottee shall not raise any objection in respect hereafter.
- (d) Further, the Sale Consideration as mentioned above excludes taxes, and taxes include Goods and Services Tax, Krishi Kalyan Cess, land under construction tax, property tax, Swachh Bharat Cess, Local Body Tax or other taxes, duties, cesses, levies, charges which are leviable or becomes leviable under the provisions of the Relevant Laws or any amendments thereto pertaining or relating to the sale of Unit/ Flat. Taxes shall be paid by the Allottee upon the demand made by the Promoter within 7 (seven) working days, and the Allottee shall

indemnify and keep indemnified the Promoter from and against the same.

- (e) The amount as depicted towards Sale Consideration is escalation-free, save and except escalations, due to an increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority/ local bodies/ Government from time to time. The Promoter hereby undertakes and agrees to enclose the relevant notification/ order/ rule/ regulation published/ issued apropos of an increase in the development charges, cost, or levies imposed by the competent authorities etc. to the Allottee along with the demand letter being issued simultaneously to the Allottee, which shall only be applicable on subsequent payments.
- (f) It is agreed by the Allottee that the construction has been computed based on Carpet Area of the Unit/ Flat being ascertained and consideration is accordingly arrived at. The Allottee agrees that the calculation of Carpet Area in respect of the Unit/ Flat is based upon the calculations at this stage and may undergo minor variation at the time of final completion of construction of the Unit/ Flat i.e. when the occupancy/ building use certificate has been granted by the competent authority. The Promoter agrees that the variation in the Carpet Area contemplated herein shall not be more than 3% (as statutorily amended from time to time under permissible in the Act, Rules and Regulations and applicable laws and Relevant Laws at the appropriate point of time). The Allottee hereby agrees that any such change/ revision in the Carpet Area of the Unit/ Flat is acceptable and binding upon him/ her/ them/ it. Further, if the case be needed, the total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter and in furtherance thereto, if there is any reduction in the Carpet Area within the defined limit, then the Promoter shall refund the excess money paid by Allottee within forty-five days from the date when such an excess amount was paid by Allottee, and correspondingly, if there is any increase in the Carpet Area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next installment aligned in the payment schedule under Third Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
- (g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of __%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- (h) The Allottee hereby confirms and declares that the Promoter has the right to adjust/ appropriate all payments made by him/ her/ them/ it under any head(s) of dues against any lawful outstanding amounts, if any, in his/her/ their/ its name as the Promoter may in its sole

discretion deem fit and the Allottee undertake not to object/ demand/ direct the Promoter to adjust his/ her/ their/ its payments in any manner.

- (i) The Allottee shall be entitled to use the Unit/ Flat as per the user approved in sanction plan of the said Building and that the Allottee shall not do or omit to do anything which may amount to change of user.
- (j) The Promoter may provide additional common facilities such as road, gates, drainage, ingress, and egress, sewerage, underground, reservoir, pumps, car parking space and other amenities which shall all be part of a common integrated development in the Project and the Allottee shall not have any objection to it.
- (k) It is further understood and agreed by and between the Parties that any further areas that may be developed and/ or facilities and amenities that may be provided, over and above and/ or in addition to the Common Areas And Facilities to this Agreement, may be accessible by the Allottee only on payment of extra charges as may be decided from time to time by the Promoter/ co-operative society formed by the flat owners. It is further agreed that the Allottee shall not be entitled to any right in such further areas developed and/ or facilities and amenities provided by the Promoter.

2. Alterations and Modifications:

- (a) It is understood and agreed between the Parties that the Promoter is constructing the Unit/ Flat in the Building in accordance with the, layout, plans, designs and specifications presently approved and sanctioned by the concerned local authorities or as may hereafter, from time to time, be approved by the concerned local authorities with such variations, modifications or alterations as the Promoter may, from time to time, consider necessary or as may be required by the concerned authorities.
- (b) The Promoter shall construct [comprising of First Celler (Parking), Ground Floors (comprising of Security Room, Residential and Parking), 4 floors and Stair Cabin] in the Building and ____ basement and ground/ stilt ____ podiums on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall obtain prior consent in writing of the Allottee in respect of variation or modifications which may adversely affect the said Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- (c) The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 2034.66 square meters only and Promoter has planned to utilize Floor Space Index of 1848.84 square meters 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 1848.84 square meters 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.

- (d) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Unit/ Flat to the Allottee, obtain from the concerned local authority occupancy and/ or completion certificates in respect of the Unit/ Flat.
- (e) Time is essence for the Promoter as well as the Allottee. The Promoter shall as far as possible within its domain abide by the time schedule for completing the Project over the Project Land and handing over the Unit/ Flat to the Allottee and the Building Use Certificate or the completion certificate or both, as the case may be. Similarly, the Allottee is required make timely payments of the installment and other dues payable by him/ her/ them/ it and meeting the other obligations under the Agreement for the timely completion of construction by the Promoter as set out in this Agreement.

3. Sale Consideration:

- (a) The Sale Consideration of the Unit/ Flat is INR _____/- (Rupees _____ Only). As on the date hereof the Allottee has paid a sum of INR _____/- (Rupees _____ Only) towards Earnest Money and being part payment of the Sale Consideration. The Allottee hereby agree to pay to the Promoter the balance amount of the Sale Consideration of INR _____/- (Rupees _____ Only) i.e. Balance Sale Consideration for the purchase of the Unit/ Flat in the manner set out in the Third Schedule hereunder written.
- (b) The Allottee further agrees to pay the Promoter a sum of INR _____/- (Rupees _____ Only) towards other charges as set out in Third Schedule to this Agreement i.e. Other Charges.
- (c) The Promoter shall intimate the Allottee when payment of an installment (if applicable) from and out of the Sale Consideration is due as per the Third Schedule, Other Charges, Common Area Maintenance Charges, share money, legal charges, society admission fee, proportionate share of taxes, Electricity charges, AMC charges, statutory dues etc. The Allottee within 7 days of receipt of such intimation 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 "**SAANVI NIRMAN ASSOCIATES**" payable at Ahmedabad i.e. the Designated Account. 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 Third Schedule at actuals over and above the Sale Consideration agreed upon.
- (d) The Allottee agrees to pay to the an Interest as defined in clause 4(c) below, for the period of delay, from the date any amount becomes due and/ or payable as per the Third Schedule of this Agreement to the Promoter till the actual payment thereof, without prejudice to the other

rights and remedies available to the Promoter. Once interest becomes due and payable under this clause by the Allottee, any payments made by the Allottee thereafter shall be first adjusted towards the interest due until the entire interest accrued has been received by the Promoter, and only thereafter the balance amount of the payment received by the Promoter shall be considered as payment by the Allottee towards the Balance Sale Consideration.

- (e) Notwithstanding anything contained in this Agreement, any amounts received from the Allottee pursuant to this Agreement shall be utilised as under:
 - (i) Firstly, towards all statutory taxes due and payable on each invoice raised by the Promoter (where taxes in respect of the oldest invoice shall be cleared first) until all taxes payable have been recovered by the Promoter;
 - (ii) Secondly (and only after all amounts under sub-clause (i) have been recovered), in the event any interest becomes due and payable by the Allottee, towards such interest due until the entire interest accrued has been received by the Promoter,
 - (iii) Thirdly (and only after all amounts under sub-clause (ii) have been recovered), towards part of the Sale Consideration raised under various invoices where the amount raised under the oldest invoice shall be cleared first;
 - (iv) Further, in the event there is any amount remaining after adjustment of all the aforesaid amounts, the excess shall be treated as an advance received from the Allottee, however, the Allottee shall not be entitled to receive any interest on such advance paid.
- (f) The Allottee shall not raise any dispute or object to the sale price that may be settled between the Promoter and other allottees of units in the Project Land.
- (g) For the purpose of facilitating the payment of the Sale Consideration the Allottee shall be entitled to apply for and obtain financial assistance from Banks/ Financial Institutions. In no event, the Promoter shall assume any liability and/or responsibility for any loan and/ or financial assistance which the Allottee may obtain from such Bank/ Financial Institutions.
- (h) The Allottee will comply with its/ his/ her/ their responsibility under various acts and regulations, including Income Tax provisions/ Tax Deduction at source and shall indemnify the Promoter from any non-compliance on its part.
- (i) The Promoter may at its sole discretion permit for a rebate towards the early payments of equal installments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective installment has been paid pre-scheduled. The provision for sanction of the aforesaid rebate and rate of rebate shall not be subject to any revision/ withdrawal, when granted to an Allottee by the Promoter.

3A. PROVISIONS RELATING TO ALLOTTEES RESIDING OUTSIDE INDIA:

- (a) The Allottee, if resident outside India shall be solely responsible to comply with the provisions of the Foreign Exchange Management

Act, 1999 (FEMA) and the Foreign Exchange Management (Acquisition and transfer of Immovable Property in India) Regulation, 2000 and/ or all other statutory provisions as laid down and notified by Government or concerned statutory authorities from time to time, including those pertaining to remittance of payment for acquisition of immovable property in India.

- (b) For the purpose of remitting funds from abroad by the Allottee, the particulars of beneficiary are to be furnished.
- (c) The Promoter shall not be responsible towards any third party making payment/ remittance on behalf of the Allottee and such third party shall not have any right in the Unit/ Flat in any manner whatsoever and the Promoter shall issue the payment receipt in the name of the Allottee only.
- (d) For the purpose of remitting funds from aboard by the Allottee, the following particulars of the beneficiary have to be provided by the Allottee:
 - (i) Beneficiary's Name : Saanvi Nirman Associates
 - (ii) Beneficiary's A/c. No. : _____
 - (iii) Bank Name : State Bank of India
 - (iv) Branch Name : _____
 - (v) Bank Address : _____
 - (vi) Bank IFSC : _____
 - (vii) Swift Code : _____
- (e) If the Allottee is a non-resident/ foreign national of Indian origin, foreign nationals/ foreign company, any refund in terms of this Agreement shall be made in accordance with the provisions of FEMA or statutory enactment or amendment thereof and the rule and regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her/ its/ their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/ she/ it/ they shall be liable for any action under FEMA as amended from time to time. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. The Promoter accepts no responsibility in this regard. Further, whenever there is a change in the residential status of the Allottee after this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter.
- (f) If any of the payment cheques/ banker's cheque or any other payment instructions of/ by the Allottee is/ are not honored for any reason whatsoever, then the same shall be treated as default under this Agreement and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of INR 5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be INR 10,000/- (Rupees Ten Thousand only) in addition

to the interest for delayed payment. Thereafter, no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

4. Completion of Sale & Possession:

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

5. House Rules:

- (a) The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Unit/ Flat.

- (b) No Allottee shall make or permit any disturbing noises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other allottees. No Allottee shall use any loud speaker in the Unit/ Flat if the same shall disturb or annoy other occupants of the Building and in 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 Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter/ Organization of Allottees.
- (d) No shades, awnings, window guards, ventilators or air conditioning devices shall be used in or outer side of the Building except as has been approved by the Promoter/ Organization of Allottees.
- (e) 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, common terrace only as the terrace has been provided to the penthouse holder or balconies or place upon the window grills of the Building. No fences or partitions shall be placed or affixed to any common terrace only as the terrace has been provided to the penthouse holder without the prior approval of the Promoter/ Organization of Allottee.
- (f) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee in whose Unit/ Flat it shall have been caused.
- (g) No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied.
- (h) No television disc/ aerial shall be attached to or hung from the exterior of the Unit/ Flat.
- (i) Garbage and refuse from the Unit/ Flat shall be deposited in such place only in the Building and at such time and in such manner as the Promoter/ Organization of Allottees may direct.
- (j) No vehicle belonging to an Allottee or to a member of the family or guest, tenant or employee of the Allottee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- (k) The Allottee shall regulate the actions of their domestic help in consonance with the house rules mentioned herein and shall be responsible for their actions.
- (l) These house rules may be added to, amended or repealed at any time by the Promoter/ Organization of Allottees.

6. Possession of the Unit/ Flat:

- (a) The Promoter may complete the Building or any part or portion thereof and obtain full occupation certificate thereof and give

possession of the Unit/ Flat therein to the Allottee and the other units/ premises to the acquirers of such units/ premises and the Allottee herein shall have no right to and shall not object to the same and the Allottee hereby gives his/ her/ its/ their specific consent to the same. If the Allottee is offered possession of the Unit/ Flat in such part or completed portion of the 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 Building in which the Unit/ Flat 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 Unit/ Flat to the Allottee, after obtaining the Occupancy Certificate/ Building Use Permission for the Unit/ Flat on or before 31st day of December, 2021 (“**Delivery Date**”) and shall deliver the Common Areas And Facilities on or before 31st December, 2021, subject to the Allottee being in compliance of all its obligations under this Agreement including timely payments of amounts. Upon the said Unit/ Flat being ready for possession and occupation the Promoter shall issue the possession notice to the Allottee of the Unit/ Flat.

If the Promoter fails to abide by the time schedule for completing the project and handing over the Unit/ Flat 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 MCLR+2% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of MCLR+2% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

- (c) Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Unit/ Flat on the Delivery Date, if the completion of Building in which the Unit/ Flat is to be situated is delayed on account of –
- (i) war, civil commotion or act of God; and
 - (ii) any notice, order, rule, notification of the Government and/ or other public competent authority/ Court.
- (d) Further, in the event the Promoter is unable to offer possession of the Unit/ Flat 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, the Promoter shall refund the amounts received from the Allottee along with applicable Interest as mentioned in clause 4(c) from the date of payment of such amount till refund thereof. Post such refund by the Promoter to the Allottee, the Allottee agrees and acknowledges that the Allottee shall not have any right, title interest in the Unit/ Flat, and the Promoter shall be entitled to deal with the same at its sole discretion.

7. Method of Taking Possession:

- (a) The Allottee shall take possession of the Unit/ Flat within 15 (fifteen) days from the date Promoter offering possession of the Unit/ Flat, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit/ Flat to the Allottee. Upon receiving possession of the Unit/ Flat or expiry of the said 15 days from offering of the possession ("**Possession Date**"), the Allottee shall be deemed to have accepted the Unit/ Flat, in consonance with this Agreement, and shall thereafter, not make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed. The Allottee expressly understands that from such date, the risk and ownership to the Unit/ Flat shall pass and be deemed to have passed to the Allottee.
- (b) The Allottee hereby agrees that in case the Allottee fail to respond and/or neglects to take possession of the Unit/ Flat within the time stipulated by the Promoter, then the Allottee shall in addition to the above, pay to the Promoter applicable maintenance charges towards upkeep and maintenance of the Common Areas and Facilities and common facilities (if any) for the period of such delay. During the period of said delay the Unit/ Flat shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.
- (c) The Allottee hereby agrees that in case the Allottee fails to respond and/or neglects to take possession of the Unit/ Flat within the aforementioned time as stipulated by the Promoter and/or cancel/ terminate this Agreement, then the Promoter shall also be entitled to reserve its right to forfeit the entire amounts received by the Promoter towards the Unit/ Flat along with interest on default in payment of installments (if any), applicable taxes and any other charges/ amounts. The Allottee further agrees and acknowledges that the Promoter's obligation of delivering possession of the Unit/ Flat shall come to an end on the expiry of the time as stipulated by the Promoter and that subsequent to the same, the Promoter shall not be responsible and/or liable for any obligation towards the Allottee for the possession of the Unit/ Flat.

8. Formation and Working of Organization of the Allottees:

- (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 ("**Organization of Allottees**") which shall formulate the rules, regulations and bye-laws of such Organization of Allottees of the allottees of the Unit/ Flat alongwith other Unit/ Flat developed on the Project Land and the Allottee shall be admitted to the membership of such Organization of Allottees. The Allottee along with other allottees of the units in the Building shall join in forming and registering the society being the Organization of Allottees for the purpose of maintenance, management and administration of the Building and the Project, Common Areas and Facilities 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 being the Organization of Allottees and for

becoming a member, including the bye-laws of the proposed society being the Organization of Allottees and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common society being the Organization of Allottees. No Objection shall be taken by the Allottee if any, changes or modification are made in the draft bye-laws, or the memorandum and/or articles of association, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other competent Authority. The Allottee shall on demand pay to the Promoter a sum of INR _____/- (Rupees _____ Only) towards meeting all legal cost, charges and expenses, including professional costs of Advocates/ Solicitors of the Promoter in connection with formation of the society being the Organization of Allottees and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance (as depicted hereinbelow in clause 9).

- (b) Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee that the Unit/ Flat is ready for use and occupancy from the date of the procurement of the building use permission, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the Unit/ Flat) of outgoings in respect of the land and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Building and Project Land.
- (c) The Allottee acknowledges that amount of Common Area Maintenance Charges 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 Building, society being the Organization of Allottees and/or the Project. Amount of maintenance charges shall be handed over to society being the Organization of Allottees as more specified in Annexure "A".

PROVIDED THAT in the event, amount of maintenance charges is not sufficient to meet the maintenance expenses and outgoings of the Building, and/or the Project, the Allottee shall contribute such amount, as may be required by the Organization of Allottees 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 Organization of Allottees make payments towards aforesaid proportionate maintenance charges for the maintenance of the Building and/ or the Project.

- (ii) Any unutilized amount standing to the credit of the Organization of Allottees, at the time of handing over of the maintenance of the Project to the competent authority as per applicable law, after deducting there from all expenses and outgoings incurred by the Organization of Allottees from the maintenance advance, shall be handed over by the Organization of Allottees.

- (d) In the event of the Organization of Allottees being formed and in the event of Allottee being admitted as a member of the Organization of Allottees before the sale of all the premises in the Building, the powers and authorities of the Organization of Allottees of the premises/ units in the Building/s shall be subject to the overall control of the Promoter in respect of any of the matter concerning the Building. The Promoter shall have absolute authority and control as regards the disposal of the unsold premises or the premises of which the agreement is cancelled at any stage for any reason whatsoever, and all the allottees of such premises shall be admitted as member of the Organization of Allottees with the same rights, same benefits and subject to same obligation as the Allottee and the other members of the Organization of Allottees may be entitled/ liable to any reservation of condition whatsoever and the Allottee hereby agrees to give consent to admit such Allottee as the members of the Organization of Allottees without raising any objection whatsoever and without demanding any additional amounts except share money. Further, Promoter may become a member of the Organization of Allottees to the extent of the unsold/ un-allotted unit/ covered car parking space in the Building.
- (e) At the time of registration of conveyance or lease as aligned in clause 9 below of the Unit/ Flat of the Building, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the Organization of Allottees on such conveyance or lease or any documents or instruments of transfer towards this conveyance.

9. Conveyance:

Upon completion of the entire development of the Project and upon utilization of the entire FSI available, the Promoter has the right to convey the Common Areas and Facilities appurtenant to the said Building alongwith the land beneath the superstructure to the Organization of the Allottees (if required under the Relevant Laws at the relevant period in time). Upon formation of such Organization of the Allottees, the Promoter shall convey the Common Areas and Facilities in the Project to the Allottees which shall be administered and managed by the Organization of the Allottees. The Allottee hereby agree(s) and confirm(s) that till conveyance of the flats to the Organization of the Allottees, the Allottee shall continue to pay all the outgoings as imposed by Ahmedabad Municipal Corporation and/or concerned authorities and proportionate charges to the Promoter from time to time. All costs, charges and expenses including stamp duty, registration charges and expenses incidental to the preparation, stamping and execution of such deed of assignment/ transfer shall be borne and paid by the Organization of the Allottees being on a proportionate basis by all the allottees.

10. Outgoings:

From the Possession Date, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the Project Land and Building namely local taxes, betterment charges or such other levies by the concerned local authority/ Ahmedabad Municipal Corporation 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 and Building.

11. Defect Liability Period:

- (a) If the Allottee brings to the notice of the Promoter any structural defect in the Unit/ Flat in the Building and the Building 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. 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 Unit/ Flat in the Building and the Building or defective material being used or regarding workmanship, quality or provision of service, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA and Relevant Laws 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 11 (a), the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his/ her/ its/ their own costs.

12. Covenants, Representations & Warranties:

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

- (a) The Promoter is the absolute owner and is in the lawful possession of the Project Land and has a clear and marketable title with respect to the Project Land; as declared in the title report and has the requisite rights to carry out development upon the Project Land for the implementation of the Project on the Project Land;
- (b) The Promoter has good right, full power and absolute authority to enter into this Agreement for the sale of the Unit/ Flat to the Allottee;
- (c) The Promoter shall construct the Building in accordance with the layout, plans, designs, specifications approved by the concerned local authority and which have been provided to the Allottee, with such variations and modifications as the Promoter may consider necessary on final approval of the Project Land or otherwise as required by the concerned authority;
- (d) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project Land and shall obtain requisite approvals from time to time to complete the development of the Project Land;
- (e) There are no encumbrances upon the Project Land except those disclosed in the title report, if any;

- (f) There are no litigations pending before any Court of law or any other forum with respect to the Project Land or the Project except those disclosed in the title report, if any;
- (g) All approvals, licenses and permits issued by the competent authorities with respect to the Unit/ Flat in the Building and Project Land 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 Unit/ Flat in the Building and Project Land 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 Unit/ Flat in the Building and Project Land and Common Areas and Facilities;
- (h) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (i) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Unit/ Flat which will, in any manner, affect the rights of Allottee under this Agreement;
- (j) At the time of execution of the conveyance deed of the structure to the association of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Common Areas and Facilities of the structure to the Organization of Allottees;
- (k) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project Land to the competent authorities;
- (l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the title report, if any;
- (m) The amounts paid by the Allottee to the Promoter as contribution towards the outgoings shall remain with the Promoter, till the Organization of Allottees is formed. The said amount or balance, if any, of the aforesaid deposits and advances shall be paid over by Promoter to the Organization of Allottees to be formed by the allottees of the units in the Project; and
- (n) The Promoter hereby confirms that prior to the implementation of RERA, the Promoter has adhered to all the applicable local laws and Relevant Laws towards the Project Land and the Project.

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

- (a) On or before delivery of possession of the Unit/ Flat pay to the Promoter, the Balance Sale Consideration, proportionate share of taxes, Other Charges as decided by the Promoter i.e. the amount

towards share money, legal charges, society admission fee, as fixed by the Promoter and any such amount agreed upon in these presents;

- (b) Pay the applicable stamp duty, registration charges Legal/ Advocate charges and other incidental expenses payable, at the time of registration of this Agreement and the Sale Deed whenever the same is executed;
- (c) Shall use the Unit/ Flat or any part thereof or permit the same to be used only for purpose of residential use and shall not use any other purposes(s) whatsoever. The Allottee shall use the allotted parking space only for purpose of keeping or parking his/ her/ their/ its vehicle;
- (d) Shall not protest, object to or obstruct the execution of the construction work nor the Allottee shall be entitled to claim any compensation and/ or damages and/ or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him/ her/ it/ them or any other person/s, for any inconvenience, hardship, disturbance or nuisance caused to the Allottee during the construction of the 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 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. Necessary provisions for the above shall be made in the transfer documents such as deeds of transfer/ assignment/ declaration/ deeds of Unit/ Flat to be executed in respect of the sale/ transfer of units/ flats in the Building to be constructed on the Project Land. The Allottee hereby expressly consents to the same;
- (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 Unit/ Flat;
- (h) Pay to the Promoter, Other Charges including but not limited to share money, society admission fee, proportionate share of taxes, cess, electricity charges, AMC charges, statutory dues etc. on actuals and the legal charges within 7 (seven) days of demand thereof by the Promoter as mentioned in Third Schedule;

- (i) Confirm/ declare that he/ she/ it/ them has agreed to purchase the Unit/ Flat after due verification of all the relevant aspects and has satisfied himself/ herself/ itself/ themselves in this regard;
- (j) Confirm/ declare that any refund to be made under this Agreement by the Promoter to the Allottees, shall be made in favour of the First Applicant (in case of more than one applicant/ Allottee) of the Unit/ Flat. Such refund by the Promoter in favour of the First Applicant shall be deemed to be made in favour of all the applicants/ Allottees of the Unit/ Flat and all the applicants of the Unit/ Flat shall adjust the refunded amount as per their internal understanding. The Parties hereby agree to this mode of refund by the Promoter and further state and confirm that this mode of refund shall absolutely discharge the liability of the Promoter against the remaining applicants/ Allottees of the Unit/ Flat;
- (k) To maintain the Unit/ Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit/ Flat is taken and shall not do or suffer to be done anything in or to the Building in which the Unit/ Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Building in which the Unit/ Flat is situated and the Unit/ Flat itself or any part thereof without the consent of the local authorities, if required;
- (l) The Allottee agrees and undertakes to maintain and not to do anything which has the effect of affecting the structural stability of the Building and also not to store or bring and allow to be stored and brought in the Unit/ Flat any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner. The Allottee shall not do or cause anything to be done in or around the Unit/ Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Unit/ Flat or adjacent to the Unit/ Flat. The Allottee shall not make in the Unit/ Flat any structural additions and/or alterations to the beams, columns, partition walls, shear walls, etc. or improvements of a permanent nature. If the Allottee demolishes, punctures, and/or in any other way alters the existing walls and/ or add or in any way put up a new concrete or masonry structure/ partition in the Unit/ Flat, since the building structure is not designed to take such load the stability of the Building will be endangered. The Allottee further indemnifies the Promoter that in the event of happening of any of the events as mentioned above, the Allottee would be solely responsible for the same;
- (m) The Allottee 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 relying solely on the Allottee 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 to be observed, performed and fulfilled and complied with and therefore, the Allottee hereby jointly and severally (as the case may be) agrees, undertakes and covenants 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;

- (n) To carry out at his/ her/ their/ its own cost all internal repairs to the Unit/ Flat and maintain the Unit/ Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Building in which the Unit/ Flat is situated which may be contrary to the rules and regulations and bye-laws of the society/ concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (o) Not to demolish or cause to be demolished the Unit/ Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit/ Flat or any part thereof, nor any alteration in the elevation and outside colour scheme and façade of the Building in which the Unit/ Flat is situated and shall keep the portion sewers, drains and pipes in the Unit/ Flat and the appurtenances thereto in a good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit/ Flat 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 Unit/ Flat without the prior written permission of the Promoter and/or the Organization of Allottees;
- (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 Building in which the Unit/ Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (q) The Common Areas and Facilities, lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Unit/ Flat;
- (r) Pay to the Promoter within 7 (seven) days of demand by the Promoter, his/ her/ it/ them share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Building in which the Unit/ Flat 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 and/or Government and/or other public authority, on account of change of user of the Unit/ Flat by the Allottee for any purposes other than for purpose for which it is sold;
- (t) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit/ Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up;

- (u) The Allottee shall observe and perform all the rules and regulations which the society 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 Building and the units therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Organization of Allottees regarding the occupancy and use of the Unit/ Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
- (v) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and other at all reasonable times, to enter into and upon the Project Land and Building or any part thereof to view and examine the state and condition thereof;
- (w) The Allottee hereby confirms and acknowledges that the specifications mentioned in the advertisement/ communications or the sample unit/ mock unit and its colour, texture, the fittings/ fixtures or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The Allottee has/have not relied on the same for his/ her/ their/ its decision to acquire Unit/ Flat in the phase and also acknowledges that the Allottee has/ have seen all the sanctioned Layout plans and time schedule of completion of the Project;
- (x) The Allottee undertakes that the Allottee has/ have taken the decision to purchase the Unit/ Flat out of his/ her/ their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement;
- (y) Save and except the information/ disclosure contained herein the Allottee confirms and undertakes to not to any make any claim against Promoter or seek cancellation of the Unit/ Flat or refund of the monies paid by the Allottee by reason of anything contained in other information/ disclosure not forming part of this Agreement including but not limited to publicity material/ advertisement published in any form or in any channel;
- (z) The Allottee agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Unit/ Flat and/ or Car Park(s) by concerned authorities due to non-payment by the Allottee or any other unit Allottee of their respective proportion of the taxes/ outgoing 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 Unit/ Flat or of the said Project Land and the Building or any part thereof. The Allottee hereby agrees that the Allottee shall have no claim save and except in respect of the Unit/ Flat hereby agreed to be sold to him and

all open spaces, parking spaces, lobbies, staircases, terraces, spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned;

- (bb) not to do anything which causes damage or is likely to jeopardize the safety of the Unit/ Flat and the Project which shall reduce the value thereof or impairs the easement or add any material structure or excavate any additional basement or cellar of the Building in which the Unit/ Flat is constructed or the Unit/ Flat itself or any part/s thereof or damage any other structure of the building in which the Unit/ Flat is situated and any damage caused to the Project or to the Unit/ Flat on account of negligence or default of the Allottee, the Allottee shall be liable for the consequences thereof;
- (cc) bear and pay all present and future applicable taxes/ levies/ cesses and/or any increase thereto including GST, local taxes, water charges, insurance, duties, cess and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, as and when demanded by the Promoter including but not restricted to tax on sale of premises by the Promoter or on account of change of user of the Unit/ Flat by the Allottee;
- (dd) Except Car Park(s) allotted by the Promoter in accordance to this Agreement, the Allottee agree(s) and confirm(s) that all open car parking space(s) will be dealt with in accordance with the Relevant Laws. The Allottee hereby declares and confirms that except for the Car Park(s) allotted by the Promoter, the Allottee does not require any parking space including open car parking space and accordingly the Allottee waives his/ her/ its/ their claim, right, title, interest whatsoever on the areas of parking space in the Project. The Allottee further agrees and undertakes that it shall have no concerns towards the identification and allotment/ allocation of parking space done by Promoter in the Project, at any time and shall not challenge the same anytime in future. The Allottee agrees and acknowledges that Promoter shall deal with the parking spaces in the manner it deems fit, subject to the terms of bylaws and constitutional documents of the various organization of Allottees formed and the Relevant Laws;
- (ee) be responsible for getting his/her/its/their name mutated in the records of the appropriate authority with respect to the Unit/ Flat and shall not hold the Promoter liable/responsible to mutate his name with respect to the Unit/ Flat; and

13. 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 plans or thereafter and shall, before handing over possession of the Unit/ Flat to the Allottee, obtain from the concerned local authority/ AMC and /or completion certificates in respect of the Unit/ Flat.
- (b) All unsold and/or un-allotted units, area and spaces in the Building including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building 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 units/ flats and shall be entitled to enter upon the Project Land and the Building 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, Organization of Allottees, 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 units/ flats therein, as it deems fit. The Promoter shall be entitled to enter in separate agreements with the allottees of different units/ flats in the Project Land and Building on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new allottees as members of the as Organization of Allottees. The Allottee and/ or the Organization of Allottees shall not claim any reduction in the Sale 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 bylaws, rules and regulations or resolutions of the Organization of Allottees.
- (d) The Promoter, if it so desires shall be entitled to create security on the Project Land together with the Building being constructed thereon by availing loans/ financial assistance/ credit facilities from banks/ financial institutions, against securities thereof, save and except the Unit/ Flat 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 Unit/ Flat, 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 Organization of Allottees. The Allottee hereby gives express consent to the Promoter to raise such financial facilities against security of the Project Land together with the buildings being constructed thereon (including the Building) and mortgage the same with banks/ financial institutions as aforesaid, save and except the Unit/ Flat agreed to be transferred hereunder.
- (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.

14. Anti-Money Laundering:

- (a) The Allottee hereby declares, agrees and confirms that the monies paid/ payable by the Allottee under this Agreement towards the Unit/ Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is 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 ("**Anti Money Laundering**").
- (b) The Allottee further declares and authorizes the Promoter to give personal information of the Allottee to any statutory authority as may be required from time to time. The Allottee 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 further agrees and confirms 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 shall not have any right, title or interest in the Unit/ Flat neither have any claim/ demand against the Promoter, which the Allottee hereby unequivocally agrees and confirms. In the event of such cancellation/ termination, the monies paid by the Allottee shall be refunded by the Promoter to the Allottee in accordance with the terms of this Agreement only after the Allottee furnishing to the Promoter a no-objection/ consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

15. Default By Allottee:

- (a) In the event, the Allottee fails or neglects to (i) make the payment of the Balance Sale Consideration in installment in accordance with terms of this Agreement as mentioned in the Third Schedule hereunder and all other amounts due including but not limited to estimated other charges due from the Allottee as mentioned in this Agreement on due dates and/or (ii) comply with its obligations, terms conditions as set out in this Agreement, then the Promoter shall be entitled, without prejudice to other rights and remedies available to the Promoter including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Allottee, to cancel/ terminate the transaction and/ or (iii) The Allottee delaying, or committing default in making, and/or failing, refusing, or neglecting, to make payment of any of the aggregate payments being Sale Consideration, Other Charges, 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 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.
- (b) In case the Allottee/s fails to rectify the default within the aforesaid period of 15 (Fifteen) days then the Promoter shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) interest on any overdue payments and (c) brokerage paid to 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, and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank, (collectively referred to as **"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 executing and registering the deed of cancellation or such other document (**"Deed"**) within 15 (fifteen) days of termination notice by the Promoter, failing which the

Promoter shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee and the Allottee hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution / registration shall not prejudice the cancellation, the Promoter's right to forfeit and refund the balance to the Allottee and the Promoter's right to sell /transfer the Unit/ Flat including but not limited to Car Park(s) to any third party. For the sake of clarity, the interest and/or taxes paid on the Sale Consideration shall not be refunded upon such cancellation/ termination. Further, upon such cancellation, the Allottee shall not have any right, title and/or interest in the Unit/ Flat and/ or Car Park(s) and/or the Project Land and the Allottee waives his/ her/ their/ its right to claim and/or raise any disputes against the Promoter in any manner whatsoever. The Allottee acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

(c) **Termination by Allottee prior to receipt of Occupation Certificate/ Building Use Permission:**

In the event, the Allottee intends to terminate this Agreement for reasons other than those attributable to the Promoter's default, then the Allottee shall give a prior written notice ("**Notice**") of 60 (sixty) working days to the Promoter expressing his/her/its intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Promoter, this clause shall be dealt with in accordance with clause 15 (a and b) above and the Promoter shall be entitled to forfeit the Non-Refundable Amounts. The Allottee further agrees and undertakes that on occurrence of such event of termination, the Allottee 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 agrees and acknowledges that the Allottee shall not have any right, title and/or interest in the Unit/ Flat and the Building and/or Car Park(s) and/or the Project and/or the Project Land and the Allottee 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 Unit/ Flat at its sole discretion.

16. **Brand Name & Project Name:**

It is agreed by the Allottee that the name of the Project i.e. "**SKYDECK PRIVE**" and may be changed at the sole discretion of the Promoter in accordance with Relevant Laws.

17. **Representations for Third Parties:**

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

18. General Representation and Warranties:

Each Party represents and warrants to the other that:

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

19. Promoter Shall Not Mortgage Or Create A Charge:

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

20. Waiver:

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

21. Binding Effect:

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

be treated as canceled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. Entire Agreement:

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

23. Right To Amend:

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

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

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

25. Severability:

If any provision of this Agreement shall be determined to be void or unenforceable under RERA or under other applicable laws or Relevant Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made thereunder 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.

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

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

27. 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.

28. Dispute Resolution:

- (a) Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate

(Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

- (b) This Agreement shall be governed by the laws of India and subject to the provisions of Clause 28 (a) above the courts at Ahmedabad, Gujarat shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with any matter set out hereinabove.

29. Joint Allottees:

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

30. Place Of Execution:

- (a) The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, at _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the concerned office of the Sub-Registrar of Assurances.
- (b) The Allottee and/or Promoter shall present this Agreement as well as the conveyance/ assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

31. Miscellaneous:

- (a) In the event of the Unit/ Flat being transferred by the Allottee to a third party, any such transferees shall also observe all the conditions contained herein which are intended to preserve the homogeneity and purpose of the Project, and suitable clauses to this effect shall be incorporated by the Allottee in the document conveying the Unit/ Flat to such transferee(s).
- (b) The Promoter shall be entitled to assign its rights and obligations to its subsidiary or affiliate or its group company or any third party for the purpose of development of the Project or any part thereof as agreed between them.
- (c) That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/ Under Certificate of posting at their respective addresses specified below:

Allottee

Name:

Address:

Notified E-mail ID:

Phone No.:

Promoter

Name: **M/S. SAANVI NIRMAN ASSOCIATES,**

Address: Office Numbers 217-218, Second Floor, Ravija Plaza,
Opposite Rambaug, Thaltej-Shilaj Road, Thaltej, Ahmedabad, Gujarat
– 380059, India

Notified Email ID:

Phone no:

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

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

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

SIGNED AND DELIVERED)
By the within named Promoter

M/S. SAANVI NIRMAN ASSOCIATES)
Through its Authorized Representative –
Mr. _____)

SIGNED AND DELIVERED)
By the within named Allottee

1. _____)

2. _____)

WITNESSES

1. _____

2. _____

FIRST SCHEDULE

(Description of the Project Land)

All that piece and parcel of the land bearing Final Plot No. 44/2/9 admeasuring about 762 sq. mtrs. forming a part of the Town Planning Scheme No. 6, allotted in lieu of part land admeasuring about 761 sq. mtrs. (belonging to Account No. 953) of Survey No. 470 paiki admeasuring in aggregate to 18110 sq. mtrs. (bearing Erstwhile Survey No. 1162 paiki of Village Vejalpur) situated within the Village limits of Jodhpur, Taluka: Vejalpur and Registration Sub-District: Ahmedabad – 4, Paldi and District and Registration District: Ahmedabad, and bounded as follows:

East : 9 mtrs. Road
West : Final Plot No. 44/2/8
North : AMC Garden and Final Plot No. 225
South : Final Plot No. 44/2/10

SECOND SCHEDULE

(Description of Unit/ Flat)

All that piece and parcel of the unit bearing No. _____ of Carpet Area admeasuring about _____ sq. meters (equivalent to _____ sq. ft.) alongwith Exclusive Area of the Unit/ Flat admeasuring about _____ sq. meters (equivalent to _____ sq. ft.) being the Total Area on the _____ floor in the Building i.e. _____ alongwith proportionate right in common areas of the Building namely passage, foyer, terrace, stairs, lifts etc. alongwith the rights in the Common Areas and Facilities as per proposed layout, and _____ sq. mtrs. (equivalent to _____ sq. ft.) of undivided share in the Project Land being Final Plot No. 44/2/9 admeasuring about 762 sq. mtrs. forming a part of the Town Planning Scheme No. 6, allotted in lieu of part land admeasuring about 761 sq. mtrs. (belonging to Account No. 953) of Survey No. 470 paiki admeasuring in aggregate to 18110 sq. mtrs. (bearing Erstwhile Survey No. 1162 paiki of Village Vejalpur) situated within the Village limits of Jodhpur, Taluka: Vejalpur and Registration Sub-District: Ahmedabad – 4, Paldi and District and Registration District: Ahmedabad and _____ stilt car parking space(s)/ _____ basement/ covered car parking space(s) i.e. Car park(s) in the Building situated on the Project Land, and bounded as follows

East :
West :
North :
South :

THIRD SCHEDULE

Payment Schedule of Sale Consideration and Other Charges

The Allottee has paid to the Promoter a sum of **Rs. _____/- (Rupees _____)** being part payment of the Sale Consideration of the said Unit as per details mentioned below as an advance payment or application fees.

Amount (INR)	Cheque Number	Cheque Date	Bank Name and Branch
_____/ -	_____	__/__/____	_____
_____/ -	_____	__/__/____	_____
_____/ -	_____	__/__/____	_____
Rs. _____/-	Rupees _____ Only		

.Balance Sale Consideration amount is to be paid by the Allottee to the Promoter as per schedule written hereunder.

- (i) The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application 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.
- (iv) 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.
- (v) 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.
- (vi) 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.
- (vii) 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.

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

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

PHOTO THUMB MARK

PROMOTER

M/S. SAANVI NIRMAN ASSOCIATES

Acting through its Authorized Signatory/ Representative

MR. _____

ALLOTTEE **(Use Left Hand & Black Ink Only)**

ANNEXURE A

Common Areas, Facilities and Amenities

- Security Cabin
- Gazebo / Outdoor sitting / Sr. Cityzen sitting area
- Children play area
- Landscaped garden
- Sitting lounge space
- Common toilet

ANNEXURE B

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

UNIT SPECIFICATIONS

Flooring:

- Vitrified / Italian marble / Kota stone flooring for drawing room, pooja room, master bedroom, children bedroom, dining and kitchen area,
- Vitrified flooring and dado mm in powder toilet
- Kota stone / Vitrified flooring in utility area

Doors:

- Veneer finish main door with wooden frame and night latch lock
- Flush doors with WPC frame with quality lock

Windows:

- Aluminum sliding windows and stone jambs

Bathrooms:

- Vitrified tile floor and dado of 8' in all bathroom
- Duravit or equivalent sanitary ware
- Jaquar or equivalent CP fittings
- Branded corrosion free & leak proof CPVC/UPVC pipe fitting
- Conceal flush tank for wc

Electrification:

- Three phase concealed ISI copper wiring with modular switches
- Adequate points for AC in living & bedrooms, geyser point in bathroom and TV & Telephone point in living room

Wall Finish:

- Internal smooth finished gypsum plaster with putty
- Exterior double coated sand faced plaster / texture & acrylic paint and combination of natural brick tile cladding

Elevator:

- Premium quality 2 automatic elevators

SALIENT FEATURES / COMMON AMENITIES:

- Well designed entrance foyer
- Common area under CCTV surveillance
- Fire hydrant system
- Provision for satellite connection
- All internal roads of RCC / pattern designed stone paving
- Well planted complex with landscape garden
- Branded Air conditioning system for all units
- Power backup for common utilities
- 1 level of basement parking with stack parking
- Security cabin
- Sitting lounge space