

DRAFT AGREEMENT FOR SALE

Sub: Unit No. _____ of project known as "**Sakar-IX**" situated at Mouje: Shekhpur-Khanpur, Taluka Sabarmati, District: Ahmedabad on the land bearing City Survey No. 2566

This Agreement for Sale ("**Agreement**") made at Ahmedabad this _____ day of _____ in the year Two Thousand and _____ by and amongst :

Bakeri Urban Development Pvt. Ltd., (PAN : AAACH4674C / CIN : U70100GJ1996PTC030783), a company duly incorporated under the Companies Act, 1956 and having its registered office at "Sanskrit", 1st Floor, Old High Court Road, Navrangpura, Ahmedabad-380 009, hereinafter referred to as "**Party of the First Part**" or "**The Land Owner**" or "**the Company**" (which expression shall unless repugnant to the context and meaning thereof mean and include its present and future directors, representatives, executors, administrators, successors, assigns etc.) of the **FIRST PART**;
And

[If the Purchaser is a company]

_____, (**CIN no.** _____) a company incorporated under the provisions of the Companies Act, [1956 / 2013, as the case may be], having its registered office at _____, (**PAN :** _____) represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized *vide* board resolution dated

_____, hereinafter referred to as “**The Party Of The Second Part**” or “**The Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees), of the **SECOND PART**;

[OR]

[If the Purchaser is a Partnership]

_____, a **partnership firm** registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (**PAN** : _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized *vide* _____, hereinafter referred to as “**The Party Of The Second Part**” or “**The Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners), of the **SECOND PART**;

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____, (**PAN** : _____), aged about _____ years , **adult, Hindu by religion**, son / daughter of _____, residing at _____, (hereinafter called the “**The Party Of The Second Part**” Or “**The Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees), of the **SECOND PART**;

[OR]

[If the Purchaser is an HUF]

Mr./Mrs. _____, aged about _____ years **adult, Hindu by religion**, son of _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, (**PAN** : _____), having its place of business / residence at _____, hereinafter referred to as the **“The Party Of The Second Part” Or “The Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees), of the **SECOND PART**;

Unless otherwise specifically stated in this Agreement, any singular term or reference shall include plural and vice versa, masculine gender shall include feminine or neutral gender or vice versa.

Unless otherwise specifically stated in this Agreement, the Parties to this Agreement are individually referred to as Party and jointly and / or collectively as Parties.

WHEREAS the Land Owner owns and is seized and possessed of or otherwise well and sufficiently entitled to an immovable property being at Mouje Shekhpur-Khanpur, Taluka Sabarmati, District Ahmedabad within the Registration Sub-District Ahmedabad-3 (Memnagar), bearing Town Planning Scheme no.3, Final Plot no. 187/1, City Survey no.2566, admeasuring 4450 sq. mtrs. (hereinafter in this agreement be referred to as the “said land”).

AND WHEREAS, the permission for non-agricultural commercial use of the said land has been earlier granted.

AND WHEREAS the Town Development Officer, Ahmedabad Municipal Corporation, has permitted development of the Project Land and approved plans over the Project Land and issued commencement Letter/Rajachitthi no. 5866/170114/A1166/R1/M1 on 25/04/2016,

AND WHEREAS the Land Owner has decided to develop the Project Land more particularly described in **SCHEDULE-A**.

AND WHEREAS in accordance with the plans sanctioned by Ahmedabad Municipal Corporation vide order dated 25/04/2016 the Land Owner developed a scheme of commercial units with common amenities and facilities on the said Project Land named and known as "**SAKAR-IX**", (hereinafter referred to as "**the Project**"), more particularly emanating from the copy of approved plans.

AND WHEREAS the Land Owner has registered the Project under the provisions of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act") with the Real Estate Regulatory Authority vide no _____; authenticated copy is attached in **Annexure : 1-**.

AND WHEREAS the Land Owner has sole and exclusive right to sell the Units comprised in the said Project constructed / to be constructed by the Land Owner on the Project Land and to enter into Agreement/s with the Allottee(s)/s of the Units to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Land Owner has supplied all the information and explanations and given inspection / access to the Allottee of all the documents of title relating to the Project Land, approved plans prepared by Architect

Ruchi K..Shah , documents forming part of the application for registration made under the Act, particulars of Unit and the Project including but not limited to design, type, specifications, carpet area, open space, share in the undivided Project Land, rights and obligations of easement, elevation, common area, etc., Proforma of Agreement for Sale and Conveyance Deed and the Allottee has thoroughly inspected at its own as well as through proper person / advisor / consultant and fully as well as unconditionally satisfied in respect of the same ;

AND WHEREAS the Allottee has himself or through competent representative visited and inspected the Project and unconditionally satisfied and assured himself as regards sufficiency, appropriateness and progress of the construction and its quality, fitness and suitability.

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

AND WHEREAS the title of the Land Owner to the Project Land is clear and marketable and the Land Owner has represented that it has not entered into any memorandum of understanding, agreement for sale, lease, or any other similar agreement with any other person or entity for the purpose of transfer or conveyance of the Unit and also have not created any mortgage, charge or lien over the said land, except receivables of the Scheme are escrowed to Kotak Mahindra Investments Ltd., Ahmedabad and has agreed to issue No Objection Certificate with regard to transfer of the Unit described hereinafter, to the intending purchaser without encumbrance as and when Deed of Conveyance is to be executed;

AND WHEREAS the Allottee expressed his interest to purchase a commercial Unit No. _____ admeasuring _____ sq. mtrs. Carpet area equivalent to _____ sq. ft. equivalent to super built-up area of _____ sq. mtrs.(_____sq. ft) on the _____ Floor of Block '_____' along with garage/closed parking no. _____ in the said Project constructed / to be constructed on the said land, more particularly described in the **SCHEDULE-B** (*referred to as "Unit" in this Agreement*) and right in the Project Land by way of undivided proportionate share in the Project Land and Common Area, more particularly described in **SCHEDULE-C** to be transferred by the Land Owner to the Association of Allottees (hereinafter referred to as "Association of Allottees") **AND WHEREAS** the carpet area of the said Unit is _____square feet and "carpet area" means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Unit.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other, except such expressly and explicitly verified and satisfied as regards its correctness and truthfulness, to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Land Owner a sum of Rs_____ (Rupees _____) only, being part payment of the sale consideration agreed as advance payment and the Allottee has agreed to pay to the Land Owner the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Land Owner is required to execute a written Agreement for Sale of said Unit with the Allottee, being in fact these

presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Land Owner hereby agrees to sell and the Allottee hereby agrees to purchase the Unit and the Land Owner hereby agrees to transfer undivided proportionate share in Land to the Association of the Allottees .

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

SCOPE OF THE AGREEMENT AND CONSIDERATION

1. the Land Owner hereby agrees, subject to the terms and conditions of this Agreement, to construct the said Project 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 Land Owner shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2. The Allottee hereby irrevocably agrees to purchase from the Land Owner and the Land Owner hereby agrees to sell to the Allottee Unit No. _____ admeasuring sq. ft. (super built-up area) equivalent to _____ sq.mtrs. on _____ Floor in Block No _____ of the Project known as the Unit more particularly described in **SCHEDULE-B** for consideration of Rs _____ (Rupees _____ only) more particularly described in **SCHEDULE-D** (*hereinafter referred to as "Price"*) which is inclusive of the consideration of undivided proportionate share in the Project Land and Common Area, property in

which shall be transferred unto the Association of Allottees,

3. It is be and hereby agreed that the Price stated hereinabove shall be inclusive of duties and taxes paid or payable by the Land Owner but does not include Service Tax as leviable under Finance Act, 1994, Goods and Services Tax as leviable under Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017 and Gujarat Goods and Services Tax Act, 2017 or any other statute as may be in force in respect of Goods and Services Tax, or any other tax in lieu of Goods and Services Tax leviable and payable by the Land Owner upto the date of handing over the possession of the said Unit, any other taxes, duties, levies, fees, charges by whatever name called levied or leviable under any Statue, Rules, Regulations, Notifications or Instructions of whatsoever nature or levied or leviable by any Government, local authority or Governmental Authority including but not limited to stamp duty leviable on conveyance deed of the Unit, Municipal Taxes applicable to the Unit as well as undivided proportionate share in the Project Land and Common Area and payable by the Allottee in connection with the said Unit.
4. It is be and hereby agreed that the Price stated hereinabove shall not include cost of registration of conveyance deed, stamp duty, legal charges, water charges, electricity charges, maintenance charges, contribution to corpus of the maintenance society / association, development charges.
5. The Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/ Local Bodies/Government from time to time. the Land Owner undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent

authorities etc., the Land Owner shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments..

6. It is be and hereby agreed that the Land Owner may allow, in its sole discretion and without any compulsion / obligation, a discount as may be solely decided by the Land Owner for early payments of the Price or part of the Price or good conduct and co-operation by the Allottee.

PAYMENT PLAN

7. The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) as advance payment and hereby agrees to pay to that Original Owner the balance amount of the Price i.e. Rs _____ (Rupees _____ only) in the manner agreed upon in the **SCHEDULE-E** (hereinafter referred to as “Payment Plan”).
8. The Allottee authorizes the Land Owner to adjust/appropriate all payments made by it under any head(s) of dues against lawful outstanding, if any, in its name as the Land Owner may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Land Owner to adjust his payments in any manner.
9. Within 15 days after notice in writing is given by the Original Owner to the Allottee that the Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Unit) of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs

and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and building/s. Until the Association of Allottees is formed, the Allottee shall pay to the Land Owner such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Land Owner provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Land Owner shall not carry any interest and remain with the Land Owner until the same is transferred to the Association of Allottees as aforesaid.

10. Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall, on or before delivery of possession of the said premises pay to the Original Owner such proportionate share of the outgoings as may be determined by the Land Owner and which are not covered in any other provisions of this agreement.
11. The Allottee shall pay to the Land Owner a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Land Owner in connection with formation of the said Association of Allottees, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

At the time of registration of Deed of Conveyance, the Allottee shall pay to the Land Owner the Allottees' share of stamp duty and registration charges payable.,

ESSENCE OF THE AGREEMENT AND TERMINATION

12. It is be and hereby agreed that the time is essence for the Land Ownerr as well as the Allottee.

13. Save as otherwise provided, the Land Owner shall abide by the time schedule for completing the project and handing over the Unit to the Allottee and the Common Area to the Association of Allottees after receiving the completion certificate or Building Use permission, as the case may be.
14. The Allottee shall make timely payments of the installment and other dues payable by it and meeting the other obligations under the Agreement.
15. The Allottee be and hereby acknowledges and agrees that the obligation to construct in timely manner can only be performed by the Land Owner when timely payments are received by the Land Owner from the Allottee as well as allottees of other Units as construction of the Project is a consolidated and collective activity which may be seriously compromised if payments are not made to the Land Owner in timely manner. Notwithstanding anything contained anywhere, the Allottee shall not be entitled for either termination of this Agreement / cancellation of the allotment or receipt of any damages, compensations, interest, penalty of whatsoever nature and the Land Owner shall not be liable to pay any damages, compensations, interest, penalty of whatsoever nature, for delay in construction, non-observance of time schedule for completion of the Unit, handing over the possession of the Unit, on account of insufficiency of funds / finance, directly or indirectly, caused due to delay on part of the Allottee or any other allottee(s) in payment of Price or part thereof. Notwithstanding anything contained anywhere, the Allottee be and hereby waives his right to claim interest, damages or compensation in respect of delay relating to the completion of work / handing over the possession of the Unit by the Land Owner on account in case delay is attributable to the reasons stated in this clause.
16. Save as otherwise provided in this Agreement, if the Land Owner fails to hand

over the Unit to the Allottee, on or before the Estimated Completion Date, defined hereinafter in this Agreement, the Land Owner agrees to pay to the Allottee, who does not intend to withdraw from the project and does not terminate this Agreement, simple interest at the rate of 10 % per annum, on all the amounts paid by the Allottee, for every month of delay from the Estimated Completion Date, till the handing over of the possession. The Allottee agrees to pay to the Land Owner, simple interest at the rate of 10 % per annum, on all the delayed payments which become due and payable by the Allottee to the Land Owner under the terms of this Agreement including but not limited to the amount became due as per Payment Plan, maintenance charges, taxes, interest etc., from the date the said amount is payable by the Allottee(s) to the Land Owner till the actual date of payment.

17. Without prejudice to the right of Original Owner to charge interest in terms of this Agreement, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Original Owner and on the Allottee committing three defaults of payment of dues as per this Agreement, whether consecutive or not, the Land Owner shall at his own option and sole discretion, may terminate this Agreement.

Provided that, Original Owner shall give notice of fifteen (15) days in writing to the Allottee, by Registered Post AD at the address of the Allottee and / or mail at the e-mail address provided in this Agreement, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Land Owner within the period of notice then at the end of such notice period, Original Owner shall be entitled to terminate this Agreement and cancel the Allotment.

Provided further that upon termination of this Agreement as aforesaid, the Land Owner shall refund to the Allottee, subject to adjustment and recovery of agreed liquidated damages, fixed compensation, taxes and duties including Service Tax / Goods and Services Tax paid by the Land Owner, or any other amount which may be payable to Original Owner, within a period of 30 (Thirty) days of the termination, the installments of sale consideration of the Unit which may till then have been actually paid by the Allottee to the Land Owner but not the amount of interest if any collected by the Land Owner earlier.

Provided further that upon termination of this Agreement by the Land Owner, the Allottee shall, subject to receipt of the refund, be liable to do all such acts, things and deeds as may be required by the Land Owner in order to effect the termination including registration of the termination Agreement.

Provided further that the Land Owner shall be at liberty to execute any instrument, agreement or deed for termination of this Agreement using the Power of Attorney if any obtained from the Allottee for this purpose and the Allottee shall not object to exercising of such Power of Attorney by the Land Owner or revoke the Power of Attorney granted to the Land Owner earlier.

Provided further that in the event of termination of this Agreement and refund to the Allottee as per this clause, the Land Owner shall be at liberty to allot, transfer or sale the Unit to any other person(s) in any manner as it may deem fit and proper and enter into Agreement for Sale and cause it to be registered notwithstanding the fact that instrument of cancellation / termination of this Agreement is executed or not and registered or not and the Allottee shall not raise any objection or dispute of whatsoever nature before any person(s) or authority(ies) including but not limited to the Land Owner, new allottee,

registrar, Real Estate Regulatory Authority as regards such allotment / transfer / sale of the Unit to any other person(s).

POSSESSION AND CONVEYANCE

18. Subject to the provisions of this Agreement and notwithstanding anything contained anywhere else, the Land Owner shall, upon receipt of the occupancy certificate or completion certificate or Building Use permission as the case may be but not later than the Estimated Completion Date, offer possession of the Unit to the Allottee which the Allottee shall be under an obligation to take within a period of 3 (Three) months from the date of such offer and subject to payment of entire Price along with all dues arising out of this Agreement to the Land Owner as well as to the Association of Allottees. the Land Owner shall intimate offer of possession along with specimen Deed of Conveyance of Titles.
19. In case of failure of the Land Owner to offer possession of the Unit to the Allottee on or before the Estimated Completion Date on account of reasons beyond his control, the Land Owner shall be liable, on demand but subject to the other provisions of this Agreement, to refund to the Allottee the amounts already received by him in respect of the Unit with simple interest at the same rate as may mentioned in the clause 16 herein above from the date the Land Owner received the sum till the date the amounts and interest thereon is repaid.
20. For the purpose of this Agreement, the Estimated Completion Date shall be December,2018 or such other date as may be extended by the Land Owner from time to time in the event the Estimated Completion Date is required to be extended on account of reasons beyond his control and such extended date shall be regarded as the Estimated Completion Date for all the purposes

21. For sake of clarification it is provided that following reasons shall be treated as reasons beyond the control of the Land Owner and accordingly the Land Owner shall be entitled to extend the Estimated Completion Date, notwithstanding anything contained anywhere:
- (i) any notice, order, rule, notification of the Government and/or other public or competent authority/court;
 - (ii) occurrence of force majeure i.e. war or flood, drought, fire, cyclone, earthquake, or any other natural calamity or act of God;
 - (iii) inordinate delay in receipt of any permission, license, approvals, sanction, clearances etc of whatsoever nature from Government, local authority, Governmental authority or other public sector undertakings, whether required at the time of construction or after construction;
 - (iv) inordinate delay in obtaining primary facilities such as electricity connection, water connection, drainage connection etc provided that the delay is not caused on account of negligence on part of the Land Owner;
 - (v) change in Government policy, public policy, rules and regulations which may adversely affect the Project or its constructions in any manner;
 - (vi) restrictions, prohibitions or any other directions by whatever name called, given or imposed by any regulatory authority including but not limited to Registrar of Co-Operative Societies, Registrar of Companies, Courts or Tribunals.
22. Notwithstanding anything contained anywhere, in the event Original Owner is not able to complete the construction and hand over possession to the Allottee within Three (3) Months from the original Estimated Completion Date as stipulated in this Agreement, for the reasons beyond his control as defined hereinabove, either of the parties shall be able to terminate this Agreement with payment of damages, penalty and the Land Owner shall be liable to refund the entire amount received from the Allottee after adjustment and deduction of irrecoverable expenses, taxes,

duties and fees already paid.

23. Upon receiving a written intimation from the Land Owner as per clause 18, the Allottee shall thoroughly check, inspect and verify or caused to be checked, inspected and verified the Unit, the Project and all the necessary documents including but not limited to permissions, approvals and titles and then take possession of the Unit within stipulated time from the Land Owner by executing necessary deeds, indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Land Owner shall give peaceful and vacant possession of the Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 18, such Allottee, the Land Owner shall issue a final notice of 1 (One) month to take possession. In the event the Allottee does not take possession for whatsoever reasons within such further time, the Land Owner shall be at liberty to cancel the allotment and terminate this Agreement and refund the amount actually received by the Land Owner, subject to the deductions and adjustments provided in this Agreement including but not limited to interest on delayed payments charged earlier, taxes and duties already paid by the Land Owner, irrecoverable expenses, common charges / maintenance for the period till the date of termination, to the Allottee. Notwithstanding anything contrary, the Allottee shall be liable to pay maintenance charges, interest and other damages in accordance with this Agreement to the Land Owner or to the Association of Allottees as the case may be till such time the allotment is cancelled.
24. For sake of clarity, it is be and hereby affirmed that the possession is not given but required to be offered by and under this Agreement.
25. Upon receipt of the entire Price along with all the dues from the Allottee by the Land Owner as well as by the Association of Allottees and on or after the date of

offer for possession by the Land Owner, the Land Owner shall execute a Deed of Conveyance, subject to the provisions, terms and conditions contained in this Agreement, of Titles of the Unit in favour of the Allottee and undivided proportionate title in the Project Land and Common Area in favour of the Association of Allottees.

DEFECT LIABILITY

26. If within a period of five years from the date of handing over the Unit to the Allottee, the Allottee brings to the notice of the Land Owner any structural defect, in the Unit or the building in which the Unit are situated then, wherever possible such defects shall be rectified by the Land Owner at his own cost within a period of 30 (Thirty) days from the date of intimation and in case it is represented by the Land Owner that it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Land Owner, compensation for such defect in the manner as provided under the Act. Provided that the Land Owner 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 Land Owner or beyond the control of the Land Owner.
27. The Parties also agree and confirm that notwithstanding anything contained in this agreement, subsequent to the transfer of possession of the Unit, the Land Owner shall not be responsible for any consequences or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any other apartment owner or his agents resulting to any damage or loss to the Allottee.

ASSOCIATION OF ALLOTTEES

28. The Allottee along with other allottee(s) of other Units in the Project shall join in forming and registering the Association of Allottees to be known by such name as

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

29. It is agreed that the Allottee shall become member of the Association of Allottees and abide by the rules and regulations prescribed by the Association of Allottees from time to time. Use of the Unit by the Allottee or by any other person(s) for or on behalf of or in furtherance of its use by the Allottee or by any other person(s) allowed by the Allottee shall be in strict accordance with the rules and regulations prescribed by the Association of Allottees from time to time.
30. In the interest of all the allottees and the Project, it is be and hereby agreed, notwithstanding anything contained anywhere in this Agreement, that the Land Owner or any person(s) nominated / appointed by the Land Owner shall administer, operate and monitor the activity of the Association of Allottees till such time as the Land Owner may decide at its sole discretion but not later than expiry of One (1) year from the Estimated Completion Date.

GENERAL COVENANTS

31. The Allottee understands and acknowledges that the actual carpet area may change upon final construction of the Unit / Project due to variety of reasons

beyond control of the Land Owner. the Land Owner 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 10 (Ten) percent. If there is any reduction in the carpet area within the defined limit then Original Owner shall refund the excess money paid by Allottee within 45 (Forty-five) days with interest at the rate specified in Clause 16, 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 Land Owner shall demand additional amount from the Allottee as per the next milestone of the Payment Plan along with interest at the rate specified in Clause 16. All these monetary adjustments shall be made in the proportion of total carpet area to the Price.

32. Subject to the provisions of clause 31, it is hereby agreed by the Allottee that any change in the carpet area made in accordance with the provisions of the Act or rules made thereunder, shall be binding to the Allottee and shall not entitle the Allottee to terminate this Agreement / cancel the allotment.
33. the Land Owner hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit. Nothing contained in this clause shall entitle the Allottee to inspect, check, examine, verify or object performance and / or compliance made by the Land Owner in respect of such terms, conditions, stipulation and restrictions if any. Notwithstanding anything contained anywhere

in this Agreement, it is be and hereby agreed that upon receipt of the occupancy certificate or completion certificate or Building Use permission or any other certificate by whatever name called of similar nature it shall be deemed that the Land Owner has complied with all such terms, conditions, stipulations and restrictions.

34. Notwithstanding anything contained in this Agreement, the Promoter shall be at liberty to make minor additions / alterations in accordance with the provisions of section 14 of the Act or such other minor additions / alterations as may be found necessary due to architectural and structural reasons.

The Promoter hereby declares that the Floor Space Index(here in after referred to as FSI) available as on date in respect of the Project Land is 24029.24 square meters and Promoter has planned to utilize Floor Space Index of 24029.24 square meters at present and the plans have been approved for FSI utilization 24029.24 square meters. The Promoter has disclosed that the proposed total FSI utilization 24029.24 square meter on the Project Land in the said Project. The Allottee has agreed to purchase the said Unit, based on the proposed construction and sale of Units to be carried out by the Promoter by utilizing the proposed FSI of 24029.24 square meters and has no objection to the additional FSI utilization of square meters, if any available . This additional utilization of FSI will not in any way affect the plan of the said unit and details there in at all. It will also not jeopardize the structural stability of the building as the structure of the building has been designed for the total ultimate load of additional floors. This additional utilization of FSI of shall belong to promoter only.

Further, any additional FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project also belong to the promoter and the allottee has fully agreed to the same.

35. The Allottee shall use the Unit or any part thereof or permit the same to be used only for commercial purpose. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
36. The Allottee be and hereby agreed to provide all such information, explanations, documents or other details as may be required by the Land Owner from the Allottee concerning to the Unit and / or the Project in order to comply with any statutes, rules, regulations, notifications, instructions, circulars, notices etc including but not limited to the Act, Income Tax Act, 1961, Central Goods and Services Tax Act, 2017, Gujarat Goods and Services Tax Act, 2017 or required by any Governmental authority, public servant acting in the capacity of public servant, local authority, or required by the other services provider.
37. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit and / or the Project or any part thereof and / or the Project Land or any part thereof or any property, ownership or right in said Unit and / or Project or any part thereof and / or the Project Land or any part thereof. The Allottee shall have no claim save and except in respect of the Unit hereby agreed to be sold to him, to the extent of right to purchase from the Land Owner subject to the terms, conditions and provisions of this Agreement.
38. It is be and hereby agreed and confirmed that the Unit shall be considered as a single indivisible Unit and the Allottee shall at no time demand partition of his interest in the said Unit.
39. Notwithstanding anything contained anywhere, reference to the Allottee in this Agreement, shall, for all purposes, be read as prospective allottee unless and until

entire Price along with all dues arising as per this Agreement are paid by the Allottee to the Land Owner and the Association of Allottees as the case may be.

40. Allottee shall communicate discrepancies or objections, if any, in the communication sent by the Land Owner from time to time including Statement of Account, Ledger, progress statement or any other document, within 7 (Seven) days of the date of receipt. In the event of no communication from the Allottee, it is deemed that the communication sent by the Land Owner is accepted and the Allottee has no objection.
41. Allottee be and hereby declares and affirm that Original Owner has not demanded nor the Allottee has agreed to pay any other amount, price, consideration other than the Price and such other amounts clearly specified in this Agreement.
42. Allottee be and hereby declares and affirm that this Agreement is executed after complete checking, inspection and verification of compliance made by the Land Owner as regards all the requirements of the Act and rules made thereunder. Allottee be and hereby warrants and assures that no objection of whatsoever nature shall be raised by the Allottee or any other person acting for and on behalf of the Allottee against the Land Owner in respect of compliances made by the Land Owner as regards all the requirements of the Act and rules made thereunder.
43. The parties agree that in addition to the terms and conditions stipulated under this agreement, the provisions of the Real Estate Regulation and Development Act shall be applicable and the rights, liabilities and obligations of the parties shall be in accordance with the provisions of the said Act whenever it becomes applicable.

Notwithstanding anything contained anywhere, the reference to a term 'Original Owner' shall not include reference to any of the contractor, engineer, architect, vendor or service provider to the Land Owner.

Notwithstanding anything contained anywhere, the Land Owner shall not be liable to refund and the Allottee shall not be entitled to receive any amount representing the good and services tax / service tax actually paid by the Land Owner to the account of the appropriate authority out of the amount received / receivable from the Allottee.

44. Allottee confirms and acknowledges that it has completely checked and compared the contents of this Agreement with the draft Agreement for sale furnished to the regulatory authority by the Land Owner under the provisions of this Act or rules made thereunder and changes, deviations, modifications, alterations of whatsoever nature, are found acceptable to the Allottee and made after mutual consultation with and consent of the Allottee.
45. Title documents pertaining to the ownership of land will remain with the Land Owner and conveyance deed will belong to the Allottee and true copies of title deeds pertaining to project land together with necessary orders permitting development thereto and plans for construction shall be handed over to the Association of Allottees and that the Land Owner shall transfer to the Association of Allottees such documents within a period of 3 months upon obtaining building use permission and upon Deeds of Conveyance being executed in favour of Allottees.
46. Notwithstanding anything contained anywhere in this Agreement, supply of any documents electronically to the Notified Email ID of the Allottee from the

Notified Email ID of the Land Owner shall be deemed to have been proper service of such documents by the Land Owner as per requirements of this Agreement.

Notwithstanding anything contained contrary, Allottee be and hereby agrees that in the event of termination of this Agreement for any reasons by the Allottee or by the Land Owner, not attributable to the default expressly provided to be a default on part of the Land Owner, the Allottee shall be liable to pay a fixed compensation of an amount equivalent to simple interest at the _____% of the Price per annum. The amount of said fixed compensation shall be recovered from the Allottee or be deducted from the amount of refund payable to the Allottee by the Land Owner at the time of Termination of this Agreement. Amount of any interest charged and recovered by the Land Owner from the Allottee at relevant points of time, shall not be refunded to the Allottee.

47. The parties hereto agree that tender of cheque(s) / demand draft(s) by the Land Owner in favour of the Allottee by way of Registered Post AD at the Notified Address of the Allottee stated in this Agreement shall be sufficient compliance to the requirement of this Agreement as regards refund / payment of any amount by the Land Owner to the Allottee and it shall be deemed that the Land Owner has refunded / paid the due amount to the Allottee and the Allottee has received the said refund / payment irrespective of fact that such cheque(s) / demand draft(s) are not presented for payment.
48. Notwithstanding anything contained anywhere, the parties hereto shall not be precluded from the waiver of any of their rights vested by this Agreement at any point in time by way of mutual consent of each other.
49. Any reference to termination of the Agreement in this Agreement shall also be construed as cancellation of allotment.

50. Unless otherwise specifically provided, this Agreement shall terminate upon execution of the Deed of Conveyance by the Land Owner in favour of the Allottee / Association of Allottees.
51. Subject to the provisions of this Agreement and except express covenants, declarations and warranties, the parties agree that no failure or delay by any of the parties in exercising any right or remedy provided by the Act or pursuant to this agreement shall impair such right or remedy or operate or be construed as a waiver or variation of its or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

REPRESENTATIONS AND WARRANTIES OF THE LAND OWNER

52. The Land Owner hereby represents and warrants to the Allottee as follows:
- a. The Land Owner has clear and marketable title with respect to the Project Land; as declared in the title report and the Land Owner has the requisite rights to carry out development upon the Project Land.;
 - b. The Original Owner has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - c. There are no encumbrances upon the Project Land or the Project except those disclosed in the title report;

- d. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/wing/block are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said building/wing shall be obtained by following due process of law and the Land Owner has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building/wing and common areas;
- e. The Original Owner 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;
- f. The Original Owner has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- g. The Land Owner confirms that the Land Owner is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- h. At the time of execution of the Deed of Conveyance of the structure to the Association of Allottees, the Land Owner shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of Allottees;

- i. The Land Owner has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- j. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received or served upon the Land Owner in respect of the Project Land except those disclosed in the title report.
- k. The Land Owner shall maintain a separate account as per requirements of the Act or rules made thereunder.

REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

53. The Allottee hereby represents and warrants to the Land Owner as follows :-

- a. To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
- b. Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or

storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

permission of the Land Owner and/or Association of Alottees.

- e. 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 is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Project Land and the building in which the Unit is situated.
- g. Pay to the Land Owner within fifteen days of demand by the Land Owner, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.
- h. 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 by the Allottee for any purposes other than for purpose for which it is sold.
- i. 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 until all the dues payable by the Allottee to the Land Owner under this Agreement are fully paid up.
- j. The Allottee shall observe and perform all the rules and regulations which the Association of Allottees may adopt at its inception and the additions,

alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 Association of Allottees regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- k. The Allottee shall permit the Land Owner and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- l. The Allottee shall permit the Land Owner and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land or any part thereof to view and examine the state and condition thereof.
- m. The Allottee warrants and assures that it is intending to purchase the Unit for use as commercial purpose and not for any other purposes.

MORTGAGE / CHARGE

- 54. After the Land Owner executes this Agreement he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who

has taken or agreed to take such Unit. Nothing contained in this clause shall apply or affect to any charge, mortgage or encumbrance created in respect of the Project Land and / or the Project and / or the Unit or any part thereof including modification, alteration, amendment or change in such charge, mortgage or encumbrance whether before or after the execution of the Agreement.

55. Notwithstanding anything contained anywhere, the Allottee be and hereby warrants and assures that it shall not assign, transfer, mortgage, charge or encumber the Unit or any interest in the Unit in any manner until execution of the Deed of Conveyance of Titles by the Land Owner in favour of the Allottee.

BINDING EFFECT

56. Forwarding this Agreement to the Allottee by the Land Owner does not create a binding obligation on the part of the Land Owner or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Land Owner. If the Allottee(s) fails to execute and deliver to the Land Owner this Agreement within 7 (Seven) 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 Land Owner, then the Land Owner shall serve a notice to the Allottee for rectifying the default, which if not rectified within another 7 (Seven) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall, subject to the provisions of this Agreement, be returned to the Allottee without any interest or compensation whatsoever.

GENERAL REPRESENTATION AND WARRANTIES

57. Each Party represents and warrants to the other that:

- (i) it has power to execute, deliver and perform its obligations under this Agreement and all necessary corporate, shareholder and/or any other required sanction, if applicable, have been taken to authorize such execution, delivery and performance;
- (ii) this agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
- (iii) the execution, delivery and performance of its obligations under this agreement does not and will not:
 - a) contravene any law, regulation or order of any Government or other official body or agency or any judgment or decree of any court having jurisdiction over it; or
 - b) 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.

ENTIRE AGREEMENT

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

RIGHT TO AMEND

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

PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

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

SEVERABILITY

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

METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

62. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Units in the Block/Project.

FURTHER ASSURANCES

63. 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.

PLACE OF EXECUTION

64. The execution of this Agreement shall be complete only upon its execution by the Land Owner through its authorized signatory at the Original Owner's Office, and the Allottee and the Agreement is registered at the office of the Sub-Registrar.

Original Owner shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Original Owner will attend such office and admit execution thereof.

NOTICES

65. That all notices to be served on the Allottee and the Original Owner as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Original Owner by Registered Post A.D at their respective addresses specified below:

Name of Allottee

_____ (referred to as "Notified Address of the Allottee")

_____ (referred to as "Notified Email ID of the Allottee")

Name of Original Owner

_____ (referred to as "Notified Address of the Land Owner")

)

_____ (referred to as “Notified Email ID of the Land Owner”)

Bakeri Urban Development Pvt. Ltd., having its registered office at "Sanskrut", 1st Floor,
Old High Court Road, Navrangpura, Ahmedabad-380 009

Email ID- customercare@bakeri.com

It shall be the duty of the Allottee and the Land Owner 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 Land Owner or the Allottee, as the case may be.

66. Any notice, intimation, information, circular, instruction, request of whatsoever nature, other than the notice stipulated in Clause _____ shall be deemed to have been properly and sufficiently served to the Allottee by the Land Owner if served by way of an Email from Notified Email ID of the Land Owner and delivered to the Notified Email ID of the Allottee.

JOINT ALLOTTEES

67. That in case there are Joint Allottees, all communications shall be sent by the Land Owner to the Allottee whose name appears first in clause and at the Notified Address of the Allottee / Notified Email ID of the Allottee which shall for all intents and purposes to consider as properly served on all the Allottees.

STAMP DUTY AND REGISTRATION

68. Notwithstanding anything contained anywhere and for sake of clarity it is provided that the charges towards stamp duty, Registration of this Agreement, Deed of Conveyance including incidental charges relating to execution and

registration thereof shall be borne by the Allottee.

DISPUTE RESOLUTION

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

GOVERNING LAW

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

The Land Owner:

Original Owner:

Bakeri Urban Development Pvt. Ltd.

(Authorised Signatory)

WITNESSES

1. Name

Signature

2. Name

Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

1.

2.

At on in the presence of the WITNESSES:

1. Name

Signature

2. Name

Signature

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE 'A'

Description of Project Land

All that piece and parcel of non-agricultural lands or grounds, hereditaments and premises situate, lying and being at Mouje Shekhpur-Khanpur, Taluka Sabarmati, District Ahmedabad within Registration Sub-District Ahmedabad -3 (Memnagar) bearing Town Planning Scheme No.3, Final Plot No. 187/1, City Survey No.2566, admeasuring about 4450 sq. mtrs. and bounded as follows:

East :

West :

North :

South :

SCHEDULE 'B'

Description of Unit

ALL THAT the Unit No. _____ admeasuring _____ sq. mtrs. Carpet area equivalent to _____ sq. ft. equivalent to super built-up area of _____ sq. mtrs.(_____sq. ft) on the _____ Floor of Block '_____' of **"Sakar-IX"** constructed on the land more particularly described in the Schedule-I hereinabove written, and bounded as follows;

East :

West :

North :

South :

SCHEDULE 'C'

Description of Common Area

Detailed description of Common Area to be given here

SCHEDULE 'D'

Description of Price

Detailed price break-up as agreed with the Allottee to be included here

SCHEDULE 'E'

PAYMENT PLAN

- I. Amount of Rs _____ /-(Rupees _____ only) / _____ %
of the Price to be paid to The Land Owner within _____ days / _____
months of execution of this Agreement;
- II. Amount of Rs _____ /-(Rupees _____ only) / _____ %
of the Price to be paid to The Land Owner within _____ days / _____
months of execution of this Agreement;
- III. Amount of Rs _____ /-(Rupees _____ only) / _____ %
of the Price to be paid to The Land Owner within _____ days / _____
months of execution of this Agreement;

- IV. Amount of Rs _____/-(Rupees _____ only) / _____%
of the Price to be paid to The Land Owner within _____ days / _____
months of execution of this Agreement;
- V. Balance Amount of Rs _____/-(Rupees _____ only)
/ _____% of the Price to be paid to The Land Owner on or before execution
of the deed of conveyance of the Unit;

Any other terms and conditions relating to Payment of Price and other dues to be included here.

ANNEXURE-A

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE-B

(Specifications of Unit and the Project)