AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT MADE AT AHMEDABAD on this_____day of _____________, Two Thousand Eighteen

BETWEEN

GUJARAT HOUSING BOARD, constituted under the Gujarat Housing Board Act No.XXVIII of 1961 acting through its Housing Commissioner, having its office at 2nd Floor, Gujarat Housing Board, Naranpura, Ahmedabad. 380013 hereinafter called "The Board", (Hereinafter referred to as **"THE BOARD"** or **"THE OWNER"** which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-office and permitted assignees of the First Part.

AND

United Engineers and Developers, a Partnership Firm through its Administrative Partner _____________Age: Adult, Occupation: Business, PAN: ___________having its registered office at ________________________, hereinafter called "Second Party" or "Developer" or "Confirming Party", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include Third

Party and its present and future Partners, their heirs, administrators, authorised signatories and assigns) of the Second Part,

AND

………………………….., PAN : ……………., Age: …… years, Occupation:……………….., residing at ………………………………., hereinafter called "THE PROSPECTIVE ACQUIRER" or "The Third Party" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, legal representatives, executors, successors and assigns) of the Third Part,

WHEREAS the First Party is the owner and occupier of Non-Agricultural land for commercial & residential both purpose admeasuring 7104 Sq.Mtrs. of Town Planning Scheme No. 29 (Naranpura) of Final Plot No. 297 situate, lying and being at Mouje Naranpura, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of **Ahmedabad-2 (Vadaj)** [hereinafter referred to as "the said land"].

WEREAS the Developer had approached the Board to develop a part of said land admeasuring 7104 sq.mtrs. In this respect tender is published by the board and issue intimated letter of acceptance No.EE/GHB/A'bad/ Redevelopment/947 dated 17/05/2018, United Engineers and Developers have been appointed as Devlopers for the said Land

As per approved plans, a commercial shops and residential flats project named **"Ekta Festival"** (hereinafter referred to as said "Project") is being developed by the Developer on the Non-Agricultural of Town Planning Scheme No. 29 (Naranpura) of Final Plot No. 297 situate, lying and being at Mouje Naranpura, Taluka Sabarmati, in the Registration District of Ahmedabad admeasuring about 7,104 sq.mtrs.

WHEREAS the Ahmedabad Municipal Corporation granted permission for construction of commercial units on said land by Commencement Letter [Rajachitthi] No.01281/291218/A1158/R0/M1 dated 06/03/2019 **for Block No.: A+B+C+D.**

The Board and Developer have started construction of the scheme as approved by the Competent Authority.

Thereafter the Board and Developer have decided to put up a scheme of Commercial units as well as residential units on the said land in the name and style of **"Ekta Festival"**. The Board has registered this project under the provisions of the Real Estate [Regulation and Development] Act, 2016 on dated…………. with the Real Estate Regulatory Authority, Gujarat State [Ahmedabad].

THE BOARD AND DEVELOPER i.e. First Party and Second Party state that;

(1) The First Party and Second Party herein states that the **entire construction of Block A+B+C+D** will be completed on dated …………………. except for the reasons beyond natural calamity like fire, earth-quake, flood, riots, war, etc. or unavailability of material.

(2) On Completion of the project the Board and Developer shall obtain Completion Certificate from the Competent Authority and after obtaining the same the Board / Developer shall execute Registered Conveyance Deed of the said Property/Unit along with undivided proportionate right in the common construction area of Block-A+B+C+D.

(3) The First Party and Second Party shall pay all outgoing expenses (including Land Revenue Cost, Ground Rent, Municipal and other Local Taxes, maintenance charges, Water and Electricity Charges, Interest on mortgages loan and all other Liabilities which are related to the project) until it transfers Physical Possession of the unit alongwith undivided right of common infrastructure to **Block No.A+B+C+D.**

(4) The Developer herein shall be responsible for providing and maintaining all essential services till the taking over of the maintenance of the scheme by the **Unit Holder of Block No.A+B+C+D from the date of Building Use Permission from Competent Authority.** After that period, developer will hand over the **common construction and amenities of Block No.A+B+C+D** and thereafter the developer will not be responsible for any maintenance of the Block No.A+B+C+D. The purchase unconditionally agreed for the same and in future the purchaser will not make any objection or dispute in this regard.

(5) The Third Party has to pay fixed charges as maintenance charges on Built Up area which is worked out proportionately for the said unit and the purchaser herein has no objection to pay the same as **they are found reasonable charges according to**

prevailing market rates for maintenance of Common Bore, Common Water Tank, Common Pathway of Parking, common security and common securities and common electricity.

(6) The First Party has obtained the Title Certificate from ………………….,Advocate, Ahmedabad on dated ……… and the same is verified by the purchaser and after complete satisfaction the Prospective Acquirer is agree to purchase the said unit.

(7) The common maintenance of Bore, common underground water tank, common path way to parking, common security, common electricity charges and any other common expenses will be proportionately shared between the Unit Holders of the said project.

(8) **The construction of Block No. A+B+C+D** shall be developed and completed by the Board and Developer in accordance with the sanctioned Plans, Layout Plans and Specifications as approved by the Competent Authority, annexed as ANNEXURE-C hereto and for scheme is verified by Prospective Acquirer through his/her/their Engineer and after complete satisfaction the Prospective Acquirer is agreed to purchase the said Unit.

(9) The Second Party shall obtain all insurance of Building and construction as part of RERA and be liable to pay the Premium and Charges till the same is transferred **to the Unit holders of Block-A+B+C+D.**

The First Party and Second Party shall give possession of the Unit to the Prospective Acquirer on or before day of 31/12/2022. If the First Party and Second Party fails or neglects to give possession of the Unit to the Prospective Acquirer, then :

(i) The First Party and Second Party agree to pay to the Prospective Acquirer, 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 Prospective Acquirer, for every month of delay, till the handing over the possession or

(ii) The First Party and Second Party agrees to refund to the Prospective Acquirer, who intends to withdraw from the project, (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to First Party and Second Party) within a period of 30 days from the termination admitted by First / Second Party, the amounts already received in respect of the Unit with simple interest at the rate of MCLR+2% per annum, from the date the First Party and Second Party received the sum till the date the amounts and interest thereon is repaid. But if delay is caused due to natural calamity like fire, earthquake, flood, riots, war, non-availability of material or any other reasons beyond the control of Board and Developer then under such circumstances the First Party and Second Party will not be liable for completion of the scheme at the said time and Third Party unconditionally agrees to the same.

AND WHEREAS Prospective Acquirer has carefully considered all the above terms and conditions and decided to acquire from the Board and Developer for him/her/it/them Shop/ Flat bearing No………. on ……. Floor, in Block No………, admeasuring about **…….. Sq. Mts.** Carpet Area, Balcony admeasuring………. Sq.mtr., wash…….sq.mtr., constructed on the said land and right to use common passage, lift, staircase, terrace along with proportionate undivided right in land of common ramp area, common underground water tank, parking area [hereinafter referred to as “said Unit”] in the scheme known as **“Ekta Festival",** constructed on Non-Agricultural land for commercial & residential both purpose admeasuring 7104 Sq.Mtrs. of Survey No.249, Town Planning Scheme No. 29 (Naranpura) of Final Plot No. 297 situate, lying and being at Mouje Naranpura, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-2 (Vadaj). This Unit is more particularly described in the SCHEDULE hereunder written (Hereinafter referred to as “THE SAID UNIT”).

A. The Board and Developer will sell the said Unit as well as the undivided usage right of common amenities and common areas and in future if it is required by law then the Prospective Acquirer along with other unit holders have to transfer his/her/their undivided common rights in common areas to the Maintenance Entity [which is yet to be formed] at his/her/their own cost and for that the Board will have no liability.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The Prospective Acquirer has/have perused and explained to themselves the agreements, documents, papers and writings relating to the Said Lands. He/she/it/they has/have also made himself/herself/itself/themselves aware about the documents to be executed and the permissions to be obtained, the work thereof in progress. The Prospective Acquirer have also been given the plans and specifications of the Unit, the plans and specifications for construction of infrastructures and other particulars of the Scheme.

2. The **“Ekta Festival"** Scheme will have the facilities which the Prospective Acquirer has/have seen and approved. The Prospective Acquirer has/have also agreed with First Party and Second Party that First Party and Second Party may make such Minor changes, additions, omissions, modifications or alterations in the scheme as may be required to be done by the Government or any other concerned authorities which First Party and Second Party may consider desirable for the improvement of scheme and this shall operate as an irrevocable consent of the Prospective Acquirer for making such changes, additions, omissions, modifications or alterations.

3. First Party has agreed to make available the Said Unit to the Prospective Acquirer with clear and marketable title. The work of construction of Unit is in progress.

4. **The common facilities of Scheme such as Bore, common underground water tank, common path way to parking, common security, common electricity charges the Unit holders have to pay proportionate charges to the Association of the said scheme and all unit holders have to become member of the said Maintenance Entity and have to obey all rules and regulations of the said Maintenance Entity.**

5. First Party and Second Party have agreed to reserve for conferment the Said Unit to the Prospective Acquirer, strictly in accordance with and subject to the other terms and conditions herein, at or for the total amount of **Rs…………../- (Rupees …………………….. Only)** and Rs………………/- (Rupees …………… Only) is paid by the Prospective Acquirer as Booking Amount. The Prospective Acquirer has paid Booking Amount as per following details:

Rs……………/-	[Rupees ………………… only] by cheque No.________ dated _____________ drawn on ………..Bank, ……… Branch.

=========
Rs…………/- (Rupees ……………………….. Only)
=========

(hereinafter referred to as “THE SAID AMOUNT”).

6. REGULAR PAYMENT PLAN:

[A] The total sale consideration of the said Unit agreed upon between the parties is **Rs………………./- (Rupees …………………. Only)** exclusive of Stamp Duty, Registration Charges, Legal Fees, A.M.C., Torrent Power charges, Fire Fighting Equipments, etc.

The total sale consideration of the said Unit excludes GST and Cess or any other similar taxes in connection with the construction of the Units up to the date of handing over the possession of the said Unit and Purchaser has to pay all such taxes as additional charges **and if any change and amendments are made in the said taxes then accordingly the same are to be paid by the Prospective Acquirer.**

The Board and Developer declares that the total consideration is escalation-free, save and except increase which the Prospective Acquirer hereby agrees to pay, 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 from time to time. Board and Developer undertakes and agrees that while raising a demand on the Prospective Acquirer for increase in development charges, cost/charges imposed by the competent authorities, Land Board and Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Prospective Acquirer, which shall only be applicable on subsequent payments.

After deducting the booking amount the purchaser shall pay the balance amount as per the Regular Payment Plan which is annexed herewith Annexure –B

[B] Maintenance charges will be paid by the Prospective Acquirer directly to the Maintenance Entity and if the Maintenance Entity is not formed at the time of conveyance of the said Unit then the said Maintenance Charges will be paid to the Second Party which will be transferred in account of Maintenance Entity on its registration.

7. Over and above the aforesaid amounts, the Prospective Acquirer shall have to bear and pay or reimburse to First Party and Second Party GST and also pay all other applicable taxes until the Maintenance Entity/Association of Members is formed, the proportionate share of outgoings pertaining to the Taxes and levies by Ahmedabad Municipal Corporation, Torrent Electricity Company and any other local body and all other expenses necessary and incidental to the management and maintenance of the said scheme at the applicable rates, taxes imposed/decided by the Board and Developer/ Maintenance Entity / Association of Members/ Local/ Government Authorities.

8. It is hereby expressly agreed that time for payment of each of the aforesaid installment shall be the ESSENCE OF THIS AGREEMENT. In the event of the Prospective Acquirer making any default on the occurrence of the following events:

[a] In case the Prospective Acquirer fails to make payments of installments after demands made by Board and Developer as per the payment plan annexed hereto, despite having been issued notice in that regard the Prospective Acquirer shall be liable to pay interest to Board and Developer on the unpaid amount at the rate of MCLR+-2% from the due date till the date of payment.

[b] In case of default by the Prospective Acquirer under the condition listed above continues for a period beyond 3 consecutive months after written notice from Board and Developer in this regard, the Board and Developer shall cancel the allotment of the Unit of the Prospective Acquirer and refund the amount of money paid to him/it/them/her by the Prospective Acquirer by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Prospective Acquirer will have no right, title, interest on the said Unit after cancellation of this Agreement.

9 [a] Board and Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit to the Prospective Acquirer within 3 [three months] from the date of issue of such Certificate. Board and Developer agrees and undertakes to indemnify the Prospective Acquirer in case of failure of fulfillment of any of the provisions, formalities, documentation on part of Board and Developer. The Prospective Acquirer shall take the possession within 45 days of receiving such notice/intimation from the First Party by making final payment and execute necessary documents for registration.

The First Party / Second Party have declared and announced its scheme by issuing broachers and pamphlets and also inserting advertisements in newspaper and publishing in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.

[b] Upon receiving a intimation from Board and Developer the Prospective Acquirer shall take possession of the Unit from Board by executing necessary indemnities, and Board and Developer shall give possession of the Unit to the Prospective Acquirer. In case the Prospective Acquirer fails to take possession within the time provided hereinabove, such Prospective Acquirer shall continue to be liable to pay maintenance charges as applicable.

[c] Except for occurrence of a Force Majeure event, if Board and Developer fails to complete or is unable to give possession of the Unit [i] In accordance with the terms of this Agreement, duly completed by the date specified herein; or [ii] due to discontinuance of its business as Developer on account of suspension or revocation of the registration under the Act; or for any other reason; Board

and Developer shall be liable, on demand to the Prospective Acquirer, in case the Prospective Acquirer wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the Unit, with interest at the rate of MCLR+2% per annum within 45 days including compensation in the manner as provided under the Act/Rules. Provided that if the Prospective Acquirer does not intend to withdraw from the Project, Board and Developer shall pay the Prospective Acquirer interest at the rate of MCLR+2% per annum for every month of delay, till the handing over of the possession of the Unit.

[d] [i] In case of any structural default proved by the authority, then the Prospective Acquirer will stop making further payments to Board as demanded by it. If the Prospective Acquirer stops making payments, Board and Developer shall correct the situation by completing the construction milestones or Board will explain the difficulty for delay in work and only thereafter the Prospective Acquirer be required to make the next payment without any penal interest; or by mutual understanding the said Agreement can be terminated and after deduction of administrative charges and other miscellaneous charges the remaining entire amount paid by Prospective Acquirer under any head whatsoever towards the purchase of the Unit along with the interest at the rate of MCLR+2% per annum will be refunded within 45 days of termination of agreement.

[ii] Provided that where the Prospective Acquirer does not intend to withdraw from the project or terminate the Agreement, he/she/they shall verify the reasons given by the Board for delay in construction work and if Prospective Acquirer is satisfied with the reasons given by the Board for delay in construction work then under such circumstances the Prospective Acquirer is not entitled for interest on consideration amount paid to the Board.

10. So long as the Said Unit is not separately assessed for Taxes, water rates, electric bills, etc., the Prospective Acquirer shall pay to First Party such amount as may be fixed from time to time, in advance towards such payment, A.M.C. Taxes and other outgoings. Further, until the Said Unit, is separately assessed for payment of cost, charges and expenses, the Prospective Acquirer shall continue to pay proportionate portion of such amount, cost, charges and expenses as may be fixed by First Party and Second Party from time to time. After the Said Unit is separately assessed, then such payments will have to be made by the Prospective Acquirer on actual basis.

11. First Party and Second Party shall, in respect of any amount remaining unpaid by the Prospective Acquirer under the terms and

conditions of this agreement have a first lien and charge on the Said Unit.

12. Nothing contained in this Agreement shall be construed so as to confer upon the Prospective Acquirer any right, title or interest of any kind whatsoever in, to or over the Said Unit. Such conferment shall take place only after each of the following conditions is satisfied :

(a) First Party and Second Party has received all the payments due to it/them under the terms of this Agreement from the Prospective Acquirer.

(b) The Prospective Acquirer has duly and properly observed the terms and conditions contained herein.

(c) The Prospective Acquirer is/are finally conveyed the Said Unit, upon recommendation by First Party.

13. The Prospective Acquirer have fully understood the calculation of Carpet area of the said Unit and the said calculation is also verified through their Engineer or Consultant and in future the Prospective Acquirer will not raise any dispute or query regarding the Carpet area. It is also agreed and understood between the parties that the First Party and Second Party will execute the Conveyance Deed of the said Unit on the basis of Carpet area only and the consideration amount paid by the Purchaser to the Board is as per the Carpet Area of the Unit.

14. All Unit holders of Blocks will have ingress and outgress right in the ramp as well as exit path given in the cellar and also undivided right in the underground water tank and bore, of the said scheme. Under the circumstances the maintenance expenses inclusive of Lift, Staircase, common passage, common lighting will be borne by the owners of Unit holders. They have to pay common charges for Security, water charges, parking maintenance charges, electricity charges of common area, underground water tank, bore maintenance charges etc.

15. As per the prevailing laws the Second Party has utilized the available F.S.I., hence in future no F.S.I. will be available for any further Kaccha or Pacca construction on terrace.

“ The Developer hereby declares that the floor space index available as on date in respect of the project land is 7104 Square meters only and promoters has planned to utilize floor space index of 28416.00 sq.mtrs. by availing of TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various schemes 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 and regulations, which are applicable to the said project. The development has disclosed the Floor space index of 27703.73 sq.mtrs. as proposed to be utilized by him on the project land in the said project and allottee has agreed to purchase the said apartment based on the proposed construction and sale of apartments to be carried out by the developer by utilizing the proposed FSI.

16. The Prospective Acquirer shall be bound from time to time to sign papers or documents and to do all other things as First Party and Second Party may require him/her/it/them to do from time to time for safeguarding the interest of First Party and Second Party and other Prospective Acquirers. Failure to comply with the provisions of this Clause will render this Agreement ipso facto to come to an end.

17. The rights and interest of the Prospective Acquirer herein, and other Prospective Acquirers of the Unit Scheme, shall be subject to the overall powers and authorities of First Party and Second Party, in any of the matter concerning the Unit Scheme and development thereof and all amenities pertaining to the same and in particular First Party and Second Party shall have absolute authority and control as regards the undisposed Units and their disposal only up to completion of Scheme and settlement of all accounts and dues.

18. The Prospective Acquirer shall have no claim and/or legal title with respect to any part of the Unit Scheme, including but not limited to its common roads, common infrastructure facilities, amenities and services, save and except in respect of the Said Unit agreed to be reserved for him/her/it/them. The Said Facilities shall always be of the ownership and possession of Maintenance Entity, and the Prospective Acquirer and others shall be permitted to use, and enjoy the same as per the rules and regulations of Maintenance Entity from time to time.

19. All right, title and interest of the Prospective Acquirer is restricted to and to be read, understood and interpreted in relation to the Said Unit only, and all other constructed-covered-un-covered-open spaces-areas-portions, open margin lands, infrastructures, developments, amenities, facilities and services belongs to First Party and Second Party till completion and sale of all Units. The Prospective Acquirer shall at no time demand partition of his/her/it/their interest from the entire Scheme. It being agreed and declared by the Prospective Acquirer that his/her/its/their interest in the Scheme shall be indivisible.

20. It is hereby agreed that the Prospective Acquirer shall not put or allow to be put any Name Plate, Sign Board and/or any other kind of display of any nature, on the compound wall, gate and/or on the exterior side of the development to be planned and/or in the open outer wall of the Said Unit, except whatever is provided by First Party, without the written consent of First Party and Second Party.

21. The Prospective Acquirer shall not use the Said Unit or is likely to cause nuisance or annoyance to occupiers of the other Units or for any illegal or immoral purposes.

22. The Prospective Acquirer will have undivided right to use common amenities of the Scheme like roads, staircase, lift, etc. with other prospective acquirers of the said scheme but the said facilities are used in a proper way so that other prospective acquirers may not have any grievance/difficulty.

23. The Prospective Acquirer hereby covenants to keep the Said Unit neat, clean and tidy and saved and protected from trespasser, from being illegally used or occupied and to keep construction, sewers, drains, pipes, appurtenances belonging thereto in a good, tenable repair and condition.

24. (a) The Prospective Acquirer shall not without the written permission of First Party and Second Party let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the Said Unit nor assign, underlet or part with his/her/its/their interest or the benefit thereof or of this agreement or any part thereof until the Prospective Acquirer shall have paid to First Party and Second Party all the moneys payable to First Party and Second Party under this Agreement and shall have obtained prior approval of First Party and Second Party, which may be granted (not obligatory) subject to such conditions as may be imposed by First Party and Second Party.

(b) After conveyance of the Said Unit to the Prospective Acquirer, the Prospective Acquirer shall be entitled to let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of the Said Unit, after obtaining prior written permission of Maintenance Entity if the charge is given to Maintenance Entity and subject to and in accordance with the terms and conditions laid down by Maintenance Entity. In the event the Prospective Acquirer is desirous of selling the Said Unit he/she/it/they shall comply with the following:-

(i) The Prospective Acquirer shall give 30 days prior notice in writing about their intention to sell the Said Unit, informing about the New Purchaser thereof and shall obtain No Objection Letter from Maintenance Entity prior to sale, which shall not be unreasonably withheld by Maintenance Entity. The Third Party or prospective acquirer at the time of transfer of Unit has to submit the conveyance deed before execution of same to the Maintenance Entity and only after approval from the Maintenance Entity or by advocate appointed by the Maintenance Entity or by prevalent Management Committee, the same shall be executed.

(ii) At the time of transfer/sale of Unit the Unit Holder has to pay Transfer Fee at the prevailing rate of Transfer Fee to the First Party and Second Party or Maintenance Society as the case may be.

(iii) All terms and conditions, otherwise binding to the Prospective Acquirer shall also be binding to the New Purchaser. The New Purchaser shall sign the declaration to that effect at the time of executing the Conveyance Deed.

25. The said Unit shall be got insured after physical possession is conveyed, with the insurance company against all kind of risks like fire, earth-quake, flood, riots, war, etc. and premium thereon shall be borne and paid by the Prospective Acquirer.

26. Any delay by First Party and Second Party in enforcing the terms of this Agreement or any forbearance or giving time to the Prospective Acquirer shall not be considered as a waiver on the part of First Party and Second Party nor shall the same in any manner prejudice the remedies of First Party and Second Party.

27. The First Party and Second Party may, at the request of the Prospective Acquirer, carry out any internal changes or alterations or changes in specifications, at the risk, cost and consequences of the Prospective Acquirer. If these changes, etc. gives rise to any additional cost, the Prospective Acquirer shall be required to pay the same to the First Party and Second Party as may be certified by the Architect of the scheme or according to the estimate that may be given by the First Party and Second Party prior to/after the execution of such work.

28. If the Prospective Acquirer neglects, omits or fails for any reason whatsoever to pay to First Party and Second Party/Maintenance Entity any part of the amounts due and payable by the Prospective Acquirer under the terms and conditions of this Agreement, within the time hereinbefore specified or if the Prospective Acquirer shall in any other way fails to perform or observe any of the covenants and stipulations herein contained, the First Party and Second Party shall be entitled to terminate this Agreement. The Prospective Acquirer herein agrees that on First Party and Second Party's terminating this Agreement, all the right, title and interest of the Prospective Acquirer in the Said Unit and under this Agreement shall cease.

29. The Scheme shall always be known as **"Ekta Festival"**, and this name shall not be changed in any circumstances.

30. The Scheme shall be under the over-all control and management of the First Party and Second Party and the decision of the First Party and Second Party in all matters relating thereto including code of conduct, rules and regulations for use, occupation and enjoyment of the common amenities, facilities and services as well as all the infrastructural facilities in the Scheme shall be final, conclusive and binding upon the Prospective Acquirer.

31. Without prejudice to any of the terms and conditions hereinabove, the Prospective Acquirer hereby expressly consents to First Party and Second Party for any arrangement of raising loan by First Party and Second Party against security of the property of the

scheme except on the Unit that may have been conveyed to the Prospective Acquirers.

32. It has been agreed that if any changes, modifications or alterations are effected by First Party and Second Party in the Scheme in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Prospective Acquirer, such changes or modifications or alterations shall be binding upon the Prospective Acquirer and the said changes shall be informed to the Prospective Acquirer and to that extent the terms and conditions, rights and obligations of the Prospective Acquirer under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration under any circumstances shall not prejudicially affect the right of the Prospective Acquirer to the conferment of Said Unit.

33. After the conveyance of the Said Unit is made in favour of the Prospective Acquirer, if anything in or about or relating to the Said Unit is thereafter required to be carried out by the Government, District Panchayat, Local Authority or any statutory authority, the same shall be carried out by the Prospective Acquirer and First Party and Second Party shall not be in any manner liable or responsible for the same.

34. After Board and Developer executes this Agreement he/it/she/they shall not mortgage or create a charge on the flat 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 be paid fully by Board/Develpoer before execution of this Agreement for Sale.

35. The letters, receipts and/or notices issued by First Party and Second Party, if the said Unit is purchased by two or more persons then all notices issued will be dispatched through R.P.A.D. or Courier to the address of the Prospective Acquirer No.1 as known to First Party and Second Party, will be sufficient proof of receipt of the same by the Prospective Acquirer and shall completely and effectively discharge First Party and Second Party.

36. 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 MCLR+2%, 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.

37. DEFECT LIABILITY

If within a period of five years from the date of handing over the Unit to the Prospective Acquirer , the Prospective Acquirer brings to the notice of the Promoter any structural defect in the Unit or the building in which the Units are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Board / Developer at his own cost and in case it is not possible to rectify such defects, then the Prospective Acquirer shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Board 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 Board.

That the Prospective Acquirer has been made aware and he expressly agreed that the regular wear and tear of the Unit include minor hairline cracks on the external or internal walls excluding RCC Structure which happens due to variation in temperature and which does not amount to structural defect and hence cannot be attributed to either of workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of purchaser it shall be necessary to appoint an expert who shall carry out survey and should certify and assess and accordingly submit the report stating the defects.

38. SEVERABILITY

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

39. If any misrepresentation/concealment/ suppression of material facts are found to be made by the Prospective Acquirer, the Booking will be cancelled and the amount paid by Prospective Acquirer shall be forfeited and the Prospective Acquirer shall be liable for such Misrepresentation/ Concealment/ Suppression of material facts in all respect.

40. United Engineers & Developers, a Partnership Firm has authorized its Administrative Partner Shri _____________ to sign the present Agreement for Sale on behalf of Partnership Firm

41. This Agreement shall be binding on the Prospective Acquirer, (in case of individual) his/her/their heirs, legal representatives, executors, successors and assigns; and/or any Second Party having or contemplating to have in future any charge or interest on

the Said Unit and/or on the construction thereupon, in part and/or as a whole.

42. The Prospective Acquirer hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.

43. Dispute Resolution:
All disputes and differences whatsoever which shall at any time hereafter (during the continuance of this Agreement for Sale or upon or after its discharge or determination) arise between the parties hereto in respect of, concerning, or arising out of this Agreement for Sale shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder and the Laws of India for the time being in force and the courts at Ahmedabad will have the jurisdiction for this Agreement.

44. The Prospective Acquirer hereby declares that he/she/it/they has/have read, understood and agreed each and every term of this agreement before execution.

ANNEXURE-A
Title Certificate and Title Report

ANNEXURE-B
Stage wise Completion and Regular Payment Plan

Amount of Rs......../-(........) (not exceeding 30% of the total consideration) to be paid to the Developer after the execution of Agreement.

Amount of Rs......./-(..........) (not exceeding 45% of the total consideration) to be paid to the Developer on completion of the Plinth of the building or wing in which the said flat is located.

Amount of Rs....../-(...........) (not exceeding 70% of the total consideration) to be paid to the Developer on completion of the slabs including podiums and stilts of the building or wing in which the said flat is located.

Amount of Rs......./-(.............) (not exceeding 75% of the total consideration) to be paid to the Developer on completion of the walls, internal plaster, floorings doors and windows of the said flat.

Amount of Rs........./- (...........) (not exceeding 80% of the total consideration) to be paid to the Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said flat.

Amount of Rs....../-(.....) (not exceeding 85% of the total consideration) to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said flat is located.

Amount of Rs......./-(...........) (not exceeding 95% of the total consideration) to be paid to the Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

Balance Amount of Rs...../-(............) against and at the time of handing over of the possession of the flat to the Allottee on or after receipt of occupancy certificate or completion certificate.

ANNEXURE-C
Sanctioned Plans, Layout Plans and Specifications

ANNEXURE-D
The List of common amenities/facilities

SCHEDULE

Shop/ Flat bearing No………. on ……. Floor, in Block No………, admeasuring about **…….. Sq. Mts.** Carpet Area, Balcony admeasuring………. Sq.mtr., wash…….sq.mtr., constructed on the said land and right to use common passage, lift, staircase, terrace along with proportionate undivided right in land of common ramp area, common underground water tank, exclusive parking area of Unit Holders of Block …. [hereinafter referred to as "said Unit"] in the scheme known as **"Ekta Festival",** constructed on Non-Agricultural land for commercial & residential both purpose admeasuring 7104 Sq.Mtrs. of Town Planning Scheme No. 29 (Naranpura) of Final Plot No. 297, Survey No.249, situate, lying and being at Mouje Naranpura, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub District of Ahmedabad-2 (Vadaj)..
The said Unit is bounded as under:

On the East by :-

On the West by :-

On the North by :-

On the South by :-

NOTE: The said land admeasuring 7104 sq. mts. on which is constructed is delineated with Red Colour Boundry in attached plan.

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

SIGNED AND DELEVERED BY THE WITHIN NAMED OWNER	In Presence of
____________________________	1.________________

SIGNED AND DELEVERED BY
THE WITHIN NAMED DEVELOPER

____

SIGNED AND DELEVERED BY
THE WITHIN NAMED PURCHASER

____________________________ 2.________________