

AGREEMENT TO SELL
(WITHOUT POSSESSION)

This Agreement made at GANDHINAGAR on _____ day of _____ in the year 2021, between

THE PARTY OF THE
FIRST PART :
VENDOR/PROMOTER :

M/s. SAANIDHYA INFRACONSTRUCTION LLP, A PARTNERSHIP FIRM, having its Registered Office at: 437/4, Aavkar Emerald, B/h. swagat Agasiya, Village – Sargasan, Taluka and District - Gandhinagar, through its Administrative Partner **RUSHIL JAYESHBHAI SHAH**, Adult, Occupation : Business, Residing at : 661, Panchsheel Park Society, Sector No.21, Gandhinagar - Gujarat (hereinafter referred to as the party of the FIRST PART and/or “VENDOR/PROMOTER” which expression shall include its present and future partners, administrators, successors, attorneys, assignees, etc.). **(PAN NO. AEHFS 9931 H)**

THE PARTY/IES OF THE
SECOND PART :
VENDEE/S/ALLOTTEE/S:

_____, Aged about _____ Years, Occupation : Housewife/Business/Service, Indian Inhabitant and Residing at : _____, (hereinafter referred to as the party/ies of the SECOND PART and/or “VENDEE/S/ALLOTTEE/S” which expression shall include his/her/their heirs, successors, attorneys, assignees, etc.). **(PAN NO. _____)**

WHEREAS, the party of the FIRST PART - Vendor is the owner and possessor of the N.A. land bearing Block/Survey No.473/2 admeasuring 4148 Sq.Mtrs.

which comprised in Town Planning Scheme No.7 and allotted Final Plot No.157 admeasuring 2696 Sq.Mtrs. Non Agricultural Land for Multipurpose Use and Residential cum Commercial Scheme being constructed thereon known as “AAVKAR 96” situated at MOUJE: SARGASAN, TALUKA: GANDHINAGAR in the registration Sub District and District of GANDHINAGAR – GUJARAT.

AND WHEREAS, Non Agricultural Permission for Block / Survey No.473/2, Final Plot No.157 admeasuring 2696 Sq.Mtrs. for Residential cum Commercial Purpose was granted by The Collector, Gandhinagar vide Order No.854/06/03/039/2019, dated 19/08/2019.

AND WHEREAS, the party of the FIRST PART - VENDOR had purchased the said N.A. Land bearing Block/Survey No.473/2 admeasuring 4148 Sq.Mtrs. which comprised in Town Planning Scheme No.7 and allotted Final Plot No.157 admeasuring 2696 Sq.Mtrs. Non Agricultural Land for Multipurpose Use from (1) Tarunbhai Santrambhai, (2) Gauravbhai Santrambhai and (3) Mrunalbhai Santrambhai by a Registered Sale Deed No.2211 dated 22/01/2021.

AND WHEREAS, the party of the FIRST PART - VENDOR got approved Building Plans from Gandhinagar Urban Development Authority (GUDA) for construction of Residential Flats and Commercial Units on the said land and permission was granted for construction of the residential project named **“AAVKAR 96”**. As per the said Development Permission total 112 Units (16 Commercial + 96 Residential) being constructed on the said land and there are parking on Basement-1 and Basement – 2 and Holowplinth, Security Cabin, Common Amenities, Stair Cabin, Lift Machine Room and Overhead Tank, vide its Development Permission No. PRM/Sargasan/98/10/2020/440/2021, Use – Residential and Commercial dated 12/01/2021.

AND WHEREAS, the party of the FIRST PART – VENDOR commenced construction of Residential and Commercial scheme known as **“AAVKAR 96”** consisting of construction of 16 Commercial + 96 Residential = 112 units on the said land as per the said approved building plans.

AND WHEREAS The Said Land bearing Block/Survey No.473/2 are earmarked for the purpose of building for Residential Project, comprising multistoried buildings and the said project shall be known as **“AAVKAR 96”** (hereinafter called the “ Said Project”);

❖ Name of the Building / Project : **“AAVKAR : 96”**

❖ No. of Blocks/Wings : 01
❖ No. of Basement : 02 (Basement-1 & 2)
❖ No. of Hollow-plinth : 01 (Parking)
❖ No. of Floors : Fourteen Floor
: (Floors as per
: Development
: Permission in the
: block.)

With provision of common amenities and facilities more particularly described in the annexure which is given to the party/ies of the Second Part.

AND WHEREAS, the party of the FIRST PART – VENDOR has obtained the final layout and building plan approvals for the Project from Gandhinagar Urban Development Authority. The Vendor agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws as applicable;

AND WHEREAS, The Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Gandhinagar on _____ under registration No. _____;

AND WHEREAS, on demand from the Purchaser/s, Vendor has given inspection to the Purchaser/s of all documents of title relating to the project land and the plans, design and specifications prepared by the Vendor's Architect/Engineer and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the Purchaser/s if satisfied in respect of the same;

AND WHEREAS, The authenticated copies of Certificate of Title issued by the Advocate of the Vendor, authenticated copies of sale deed, plan and layout, Property card or extract of Village Forms VI and VII and XII or any other relevant revenue records showing the nature of the title of the Vendor to the project land on which the Flats are constructed have also been inspected by the Purchaser/s and the Purchaser/s and his/her/its/their legal advisor have carefully inspected and studied the same and is fully satisfied about them. The Purchaser/s is/are satisfied about the legality of the construction. The Purchaser/s also accepts the Vendor titles to the lands and is satisfied about it and he/she/it/they agree/s that no further requisition/dispute will be made regarding title.

AND WHEREAS, the Vendor 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 Use Permission of the said building.

AND WHEREAS, while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor while developing the project lands and the said building and upon due observance and

performance of which only the Building Use Permission in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS, the Purchaser/s has/have applied for Unit in the Project and has been allotted **Flat No.**_____ on _____ **Floor** as per approved plan by GUDA of Block No._____ having total Built Up area of _____ Sq.Mtrs. (RERA Carpet Area of _____ Sq.Mtrs., Balcony/ Varandah Area of _____ Sq.Mtrs. and Wash Area of _____ Sq.Mtrs.) (hereinafter referred to as the "said property" more particularly described in the First Schedule) and _____ Sq.Mtrs. undivided ownership right in the land of the scheme alongwith common road, common plot and common amenities and facilities ("Common Areas") of the scheme as defined under clause (n) of Section 2 of the Act (more particularly described in Schedule .

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of this agreement to the Allottee/s has paid to the Promoter a sum of **Rs.**_____/ - (**Rupees** _____ **only**) being part payment of the sale consideration of **Rs.**_____/ - (**Rupees** _____ **only**) as follows of the Unit agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) as follows :-

No.	Name of the Bank and Branch	Cheque/ D.D. No.	Date	Amount
	Total Rupees			_____/ - =====

AND WHEREAS, under section 13 of the said Act the Promoter 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.

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

- The Promoter shall construct the said building/s consisting of 02 Basement + Hollowplinth (Parking) + 1st Floor to 14th Floors as per present approved Development Plan by GUDA on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

(1-a)1. The Allottee/s hereby agrees to purchase from the Promoter **Unit No.**____ having Rera carpet area of ____ Sq. Mtrs. On ____ **Floor** as per approved plan by GUDA in the building known as **“AAVKAR 96”** (hereinafter referred to as “the Unit”) which is more particularly described in the Schedule-B annexed herewith.

2. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s balcony/verandha having area admeasuring _____ Sq.Mtrs. which is part of the said unit.
3. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s wash area having _____ Sq.Mtrs. which is part of the said Unit. However, the party of the FIRST PART promoter has not received any charge for common terrace from the party of the SECOND PART.

(1-b) The total aggregate consideration amount for the Flat mentioned herein above from clause 1 a (i) to (iii) is thus **Rs._____/-** including proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities.

(1- c)The Allottee/s has paid on or before execution of this agreement a sum of **Rs._____/-** as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs._____/-** in the following manner :-

Purchaser/s shall make the remaining payment as per the payment plan as follows.

PAYMENT PLAN

Sr. No.	Stage	Percentage of Total value
1.	Rs._____/- paid on or before execution of this agreement	Not exceeding 10 % of total

2.	Rs._____/ - to be paid to the promoter Within 1 month after the execution of agreement.	considerati on Not exceeding 30% of total considerati on
3.	Rs._____/ - to be paid to the promoter on completion of Plinth of the building or wing in which the said unit is located.	Not exceeding 45% of total considerati on
4.	Rs._____/ - to be paid to the promoter on completion of the slabs including podiums and stilts of the building or wing in which the said unit is located	Not exceeding 70% of total considerati on
5.	Rs._____/ - to be paid to the promoter on completion of the walls, internal plaster, floorings, doors and windows of the said unit	Not exceeding 75% of total considerati on
6.	Rs._____/ - to be paid to the promoter on completion of the sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said unit	Not exceeding 80% of total considerati on
7.	Rs._____/ - to be paid to the promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building of wing in which the said unit is located	Not exceeding 85% of total considerati on
8.	Rs._____/ - to be paid to the promoter on completion of the lifts,	Not exceeding 95% of total

	water pumps, electrical fittings, elector mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the agreement of sale of the building or wing in which the said unit is located	consideration
9.	Balance Amount of Rs._____-/- against and at the time of handing over of the possession of the unit to the Allottee on or after receipt of occupancy certificate or completion certificate.	5 %
	TOTAL	100%

- (1-d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Unit, which shall be separately payable by the Allottee/s in the manner as may be decided by the Promoter.
- (1-e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase

in development charges, cost, or levies imposed by the competent authorities etc., the Promoter 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/s, which shall only be applicable on subsequent payments.

(1-f) The Vendor 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 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Allottee within 45 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 Vendor shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.

(1-g) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note : Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/

floors in case of multi-storied building /wing.

- 2 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.
- 3 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Unit to the Allottee/s and the common areas to the association of the allottees/s after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

4. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 3370 Sq.Mtrs. only and Promoter has planned to utilize Floor Space Index of 7412.24 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 10782.24 as proposed to be utilized by him on the project land in the said Project and Allottee/s has agreed to purchase the said Unit based on the proposed construction and sale of Units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

5. If the Promoter fails to abide by the time schedule for completing the project and handing over the Unit to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest at the rate of MCLR + 2% per annum, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest at the rate of MCLR + 2% per annum, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
6. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the allottee/s and mail at the e-mail address provided by the Allottee/s, of its 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/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Unit which may till then have been paid by the Allottee/s to the Promoter.

7. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its option in the said building and the Apartment as are set out in Annexure 'C', annexed hereto. Further, the party/ies of the SECOND PART hereby agreed that, interior furniture shown in the unit plan is not a part of the scheme it is only for reference.
8. The Vendor shall give possession of the Said property to the Purchaser/s on or before 31/03/2025. If the Vendor fails or neglects to give possession of the Said property to the Purchaser/s on account of reasons beyond his control and of his agent by the aforesaid date then the Vendor shall be liable to demand to refund to the Purchaser/s the amounts already received by him/her/them in respect of the Said property with interest as per rules from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provide that Vendor shall be entitled to reasonable extension of time for giving delivery of Said property on the aforesaid date, if the completion of building in which the Said property is to be situated is delayed on account of –

1. war, flood, drought, fire, cyclone, earthquake or act of God or any other calamity caused by nature affecting the regular development of the real estate project (“ Force Majeure”) ;
2. Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
3. Delay in obtaining Building Use Permission even Vendor completed construction work due to any rules, notification of the Government.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/s agree/s that the Vendor shall be entitled to the extension of time for delivery of possession of the Said property, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s agree/s and confirm/s that, in the event

it becomes impossible for the Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall refund to the Purchaser/s the entire amount received by the Vendor from the allotment within prescribed time limit as per rules. After refund of the money paid by the Purchaser/s, Purchaser/s agree/s that he/she/they shall not have any rights, claims etc. against the Vendor and that the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

9. Procedure for taking possession - The Vendor, upon obtaining the Building Use Permission from the competent authority shall offer in writing the possession of the Said property, to the Purchaser/s in terms of this Agreement to be taken within 3 month (three months from the date of issue of such notice and the Vendor shall give possession of the Said property to the Purchaser/s. The Purchaser/s agree/s to pay the maintenance charges as determined by the Vendor/association of Purchaser/s, as the case may be.

The Purchaser/s shall take possession of the Said property within 15 days of the written notice from the Vendor to the Purchaser/s intimating that the said property are ready for use and occupancy.

10. The Allottee shall take possession of the Unit within 15 days of the written notice from the promotor to the Allottee intimating that the said Units are ready for use and occupancy:
11. Failure of Allottee to take Possession of Unit Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the allottee. In case the Allottee fails to take possession within the time provided

in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

12. 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 Promoter any structural defect in the Unit or the building in which the Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.
13. Cancellation by Purchaser/s – The Purchaser/s shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act:

Provided that where the Purchaser/s propose/s to cancel/withdraw from the project without any fault of the Vendor, the Vendor herein is entitled to forfeit the 10% of the total price consideration of the said property. The balance amount of money paid by the Purchaser/s shall be returned by the Vendor to the Purchaser/s within prescribed time limit as per rule.

14. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the parking space only for purpose of keeping or parking vehicle.

However, common terrace of the said building shall be for common use of apartment holder/s. The party of the First Part shall have no rights in the said Terrace after obtaining Building Use Permission. The Party of the First Part shall have to handover the possession of the said common terrace and common amenities of the said building to the association/service society.

Further, That the Party of the First Part has specified Common Parking Space in Basement and Hollowplinth/Ground Floor to the Party of the Second Part and he/she/it/they shall have to park his/her/their vehicles in the said specified space only.

15. The Allottee along with other allottee(s) of Units in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. 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.

Further, when the party of the First Part and its unit holders form an Association, the party of the SECOND PART shall become member/s of the same compulsorily and the party of the SECOND PART or his/her/its/their successors/nominee shall have to follow all rules, terms and conditions which may be framed by the said Society / Association / Company relating to the said scheme or part thereof.

- 15.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment 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 Apartment) 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 Society or Limited Company is formed, the Allottee shall pay to the Promoter 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 Promoter provisional yearly contribution + GST towards the outgoings. The Allottee shall pay Yearly maintenance contribution to the promoter at the time of the possession of the flat being two years advance monthly maintenance contribution and GEB, GUDA charges or all other charges imposed by the government Semi Government authority/ Body/Corporation/ Company etc.. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the society or the association or the limited company as aforesaid.

16. 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 shall pay to the Promoter such proportionate share of the outgoings GEB, UGVCL, GUDA charges, Electricity Meter Deposit, Water Meter Deposit, Meter Cost, Installation Charges or all other charges imposed by the Government Semi Government authority/ Body/Corporation/ Company etc. as may be determined by the Promoter and which are not covered in any other provisions of this agreement.
17. The Allottee shall pay expenses/fees to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, 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.

18. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

19. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

1. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
2. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
3. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
4. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
5. All approvals, licenses and permits issued by the competent authorities with respect to the Project,

project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

6. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
7. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
9. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
10. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
11. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition

or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

20. The Allottee/s or him/herself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter as follows :-

1. 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.
2. 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.
3. 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 Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Unit is situated or

the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

4. 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, Pardis or other structural members in the Unit without the prior written permission of the Promoter and/or the Society or the Limited Company.
5. 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.
6. 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.
7. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.

8. 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.
9. 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 Promoter under this Agreement are fully paid up.
10. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 Society/Limited Company/Apex Body/Federation 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.
11. The Allottee shall permit the Promoter 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.
12. The party of the SECOND PART hereby acknowledges that even after the Society / Association/Company has been formed with respect to the said project, the party of the FIRST PART shall be entitled to sell as in any

other manner transfer the un-sold apartment/s in said project to any third party/ies on such terms and conditions as it may deem fit and such purchaser/transferee of un-sold apartment/s shall be entitled to become member of the Society / Association/Company and use all common areas and facilities in the project at par with other unit purchaser / occupiers.

21. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.
23. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor executes this Agreement to the allottee, the vendor 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.

24. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

25. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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 property and / or building, as the case may be.

26. RIGHT TO AMEND

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

27. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of

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

28. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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.

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

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

30. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

31. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between

the Vendor and the Purchaser/s, after the Agreement is duly executed by the Purchaser/s and the Vendor or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Gandhinagar.

32. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
33. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

M/s. SAANIDHYA INFRACONSTRUCTION LLP, A PARTNERSHIP FIRM, having its Registered Office at: 437/4, Aavkar Emerald, B/h. swagat Agasiya, Village – Sargasan, Taluka and District - Gandhinagar,

Email ID : info.aavkar96@gmail.com

Name of Allottee/s : _____,
E-mail ID: _____

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

34. JOINT ALLOTTEES
That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address

given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

35. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
36. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
37. GOVERNING LAW
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of the property situated at MOUJE: SARGASAN, TALUKA: GANDHINAGAR in the Registration Sub District and District of GANDHINAGAR – GUJARAT bearing **Unit No.** _____ on _____ **Floor** as per approved plan by GUDA of Block No. _____ having total Built Up area of _____ Sq.Mtrs. (RERA Carpet Area of _____ Sq.Mtrs., Balcony/ Varandah Area of _____ Sq.Mtrs. and Wash Area of _____ Sq.Mtrs.) and _____ undivided ownership right in the land alongwith Common Road, common Plot and all common amenities of the scheme known as **“AAVKAR 96”** being constructed on Block/Survey No.473/2 admeasuring 4148 Sq.Mtrs. which comprised in Town Planning Scheme No.7 and allotted Final Plot No.157 admeasuring 2696 Sq.Mtrs. Non Agricultural Land for Residential cum Commercial purpose and bounded as follows:-

The said property is bounded as follows :

EAST :
WEST :
NORTH :
SOUTH :

THE SECOND SCHEDULE ABOVE REFERRED TO
(Part-I)

Common Amenities and Facilities in the said Scheme

- Beautiful Landscaped Garden with Sit-outs
- Children play area
- 24 X 7 CCTV Surveillance
- Lounge and Waiting Area
- Elegant Entrance Foyer at Ground Floor
- Decorative Entrance Gate with Security Cabin
- Ultra Contemporary Aesthetic building Elevation
- Spacious Lay-Out for comfortable living
- Meditation/Yoga Deck

(Part-II)

Specification of the Residential Unit

Structure : Earthquake Resistant RCC
Frame Structure.

Wall Finishing : Internal Smooth Plaster
with Double Coat White
Cement based putty
finished.
External Plaster with 100%
Acrylic Texture Paint.

Flooring : Premium Quality Tiles in all
: Rooms.

Kitchen	:	Superior Quality Granite Platform with designer glazed tiles upto lintel level and SS Sink
Toilets	:	Designer Wall Tile upto lintel level. Premium Plumbing Fittings and accessories (as per ISI Standards).
Door & Windows	:	Decorative main door with handle and safety lock fittings. All Internal Flush Doors. Sliding Powder Coated Aluminum Section Windows.
Electrification	:	Three Phase Concealed ISI Copper Wiring with Quality Switches Automation and
Security	:	24 X 7 Secured CC TV Surveillance System
Parking	:	Provision for Car Parking Space
Water Supply	:	Underground and Overhead Water Tank, Borewell with Submersible Pump
Fire Fighting	:	Fire System as per requirement
Common Development	:	Four Premium Elevators Meeting ISI Standards
	:	Letter Box for each flat
	:	Landscaped areas on Ground Floor
	:	Rain Water Harvesting for Eco Friendly Water Conservation

In witness whereof the parties hereto have hereunto set and subscribed their hands in Witness whereof the day and month first hereinabove written.

SIGNED AND DELIVERED
BY THE WITHIN NAMED

THE PARTY OF THE
FIRST PART :
VENDOR/PROMOTER :

M/s. SAANIDHYA
INFRACONSTRUCTION
LLP, A PARTNERSHIP FIRM
through Its Administrative
partner, RUSHIL JAYESHBHAI
SHAH

WITNESSES

1. _____
2. _____

:Schedule Under Section 32 (A) of The Registration Act.:

Name & Signature	Photograph	Thumb Impression
<u>VENDOR/ PROMOTER :</u> M/s. SAANIDHYA INFRACONSTRUCTION LLP, A PARTNERSHIP FIRM through Its Administrative partner, RUSHIL JAYESHBHAI SHAH		
<u>VENDEE/S/ ALLOTTEE/S</u>		

AGREEMENT TO SELL
(WITHOUT POSSESSION)

This Agreement made at GANDHINAGAR on _____ day of _____ in the year 2021, between

THE PARTY OF THE
FIRST PART :
VENDOR/PROMOTER :

M/s. SAANIDHYA INFRACONSTRUCTION LLP, A PARTNERSHIP FIRM, having its Registered Office at: 437/4, Aavkar Emerald, B/h. swagat Agasiya, Village – Sargasan, Taluka and District - Gandhinagar, through its Administrative Partner **RUSHIL JAYESHBHAI SHAH**, Adult, Occupation : Business, Residing at : 661, Panchsheel Park Society, Sector No.21, Gandhinagar - Gujarat (hereinafter referred to as the party of the FIRST PART and/or “VENDOR/PROMOTER” which expression shall include its present and future partners, administrators, successors, attorneys, assignees, etc.). **(PAN NO. AEHFS 9931 H)**

THE PARTY/IES OF THE
SECOND PART :
VENDEE/S/ALLOTTEE/S:

_____, Aged about _____ Years, Occupation : _____ : Housewife/Business/Service, Indian Inhabitant and Residing at : _____, (hereinafter referred to as the party/ies of the SECOND PART and/or “VENDEE/S/ALLOTTEE/S” which expression shall include his/her/their heirs, successors, attorneys, assignees, etc.).
(PAN NO. _____)

WHEREAS, the party of the FIRST PART - Vendor is the owner and possessor of the N.A. land bearing Block/Survey No.473/2 admeasuring 4148 Sq.Mtrs. which comprised in Town Planning Scheme No.7 and allotted Final Plot No.157 admeasuring 2696 Sq.Mtrs. Non Agricultural Land for Multipurpose Use and Residential cum Commercial Scheme being constructed thereon known as “AAVKAR 96” situated at MOUJE: SARGASAN, TALUKA: GANDHINAGAR in the registration Sub District and District of GANDHINAGAR – GUJARAT.

AND WHEREAS, Non Agricultural Permission for Block / Survey No.473/2, Final Plot No.157 admeasuring 2696 Sq.Mtrs. for Residential cum Commercial Purpose was granted by The Collector, Gandhinagar vide Order No.854/06/03/039/2019, dated 19/08/2019.

AND WHEREAS, the party of the FIRST PART - VENDOR had purchased the said N.A. Land bearing Block/Survey No.473/2 admeasuring 4148 Sq.Mtrs. which comprised in Town Planning Scheme No.7 and allotted Final Plot No.157 admeasuring 2696 Sq.Mtrs. Non Agricultural Land for Multipurpose Use from (1) Tarunbhai Santrambhai, (2) Gauravbhai Santrambhai and (3) Mrunalbhai Santrambhai by a Registered Sale Deed No.2211 dated 22/01/2021.

AND WHEREAS, the party of the FIRST PART - VENDOR got approved Building Plans from Gandhinagar Urban Development Authority (GUDA) for construction of Residential Flats and Commercial Units on the said land and permission was granted for construction of the residential project named “**AAVKAR 96**”. As per the said Development Permission total 112 Units (16 Commercial + 96 Residential) being constructed on the said land and there are parking on Basement-1 and Basement – 2 and Holowplinth, Security Cabin, Common Amenities, Stair Cabin, Lift Machine Room and Overhead Tank, vide its Development Permission No. PRM/Sargasan/98/10/2020/440/2021, Use – Residential and Commercial dated 12/01/2021.

AND WHEREAS, the party of the FIRST PART – VENDOR commenced construction of Residential and Commercial scheme known as **“AAVKAR 96”** consisting of construction of 16 Commercial + 96 Residential = 112 units on the said land as per the said approved building plans.

AND WHEREAS The Said Land bearing Block/Survey No.473/2 are earmarked for the purpose of building for Residential Project, comprising multistoried buildings and the said project shall be known as **“AAVKAR 96”** (hereinafter called the “ Said Project”);

❖ Name of the Building / Project : **“AAVKAR : 96”**

❖ No. of Blocks/Wings : 01
❖ No. of Basement : 02 (Basement-1 & 2)
❖ No. of Hollow-plinth : 01 (Parking)
❖ No. of Floors : Fourteen Floor
: (Floors as per
: Development
: Permission in the
: block.)

With provision of common amenities and facilities more particularly described in the annexure which is given to the party/ies of the Second Part.

AND WHEREAS, the party of the FIRST PART – VENDOR has obtained the final layout and building plan approvals for the Project from Gandhinagar Urban Development Authority. The Vendor agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws as applicable;

AND WHEREAS, The Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Gandhinagar on _____ under registration No. _____;

AND WHEREAS, on demand from the Purchaser/s, Vendor has given inspection to the Purchaser/s of all documents of title relating to the project land and the plans, design and specifications prepared by the Vendor's Architect/Engineer and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the Purchaser/s if satisfied in respect of the same;

AND WHEREAS, The authenticated copies of Certificate of Title issued by the Advocate of the Vendor, authenticated copies of sale deed, plan and layout, Property card or extract of Village Forms VI and VII and XII or any other relevant revenue records showing the nature of the title of the Vendor to the project land on which the Flats are constructed have also been inspected by the Purchaser/s and the Purchaser/s and his/her/its/their legal advisor have carefully inspected and studied the same and is fully satisfied about them. The Purchaser/s is/are satisfied about the legality of the construction. The Purchaser/s also accepts the Vendor titles to the lands and is satisfied about it and he/she/it/they agree/s that no further requisition/dispute will be made regarding title.

AND WHEREAS, the Vendor 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 Use Permission of the said building.

AND WHEREAS, while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Vendor while developing the project lands and the said building and upon due observance and

performance of which only the Building Use Permission in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS, the Purchaser/s has/have applied for Unit in the Project and has been allotted **Unit No.**_____ on _____ **Floor** as per approved plan by GUDA of Block No._____ having total Built Up area of _____ Sq.Mtrs. (RERA Carpet Area of _____ Sq.Mtrs.) (hereinafter referred to as the “said property” more particularly described in the First Schedule) and _____ Sq.Mtrs. undivided ownership right in the land of the scheme alongwith common road, common plot and common amenities and facilities (“Common Areas”) of the scheme as defined under clause (n) of Section 2 of the Act (more particularly described in Schedule .

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of this agreement to the Allottee/s has paid to the Promoter a sum of **Rs.**_____/ - (**Rupees** _____ **only**) being part payment of the sale consideration of **Rs.**_____/ - (**Rupees** _____ **only**) as follows of the Unit agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) as follows :-

No.	Name of the Bank and Branch	Cheque/ D.D. No.	Date	Amount
	Total Rupees			_____/ - =====

AND WHEREAS, under section 13 of the said Act the Promoter 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.

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

- The Promoter shall construct the said building/s consisting of 02 Basement + Hollowplinth (Parking) + 1st Floor to 14th Floors as per present approved Development Plan by GUDA on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

(1-a)1. The Allottee/s hereby agrees to purchase from the Promoter **Unit No.**____ having Rera carpet area of ____ Sq. Mtrs. On ____ **Floor** as per approved plan by GUDA in the building known as **“AAVKAR 96”** (hereinafter referred to as “the Unit”) which is more particularly described in the Schedule-B annexed herewith.

2. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s balcony/verandha having area admeasuring ----- Sq.Mtrs. which is part of the said unit. (not applicable as the said unit is commercial)
3. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s wash area having ----- Sq.Mtrs. which is part of the said Unit. However, the party of the FIRST PART promoter has not received any charge for common terrace from the party of the SECOND PART. (not applicable as the said unit is commercial)

(1-b) The total aggregate consideration amount for the Flat mentioned herein above from clause 1 a (i) to (iii) is thus **Rs.**_____/ - including proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities.

(1- c) The Allottee/s has paid on or before execution of this agreement a sum of **Rs.**_____/ - as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs.**_____/ - in the following manner :-

Purchaser/s shall make the remaining payment as per the payment plan as follows.

PAYMENT PLAN

Sr. No.	Stage	Percentage of Total value
1.	Rs._____/ - paid on or before execution of this agreement	Not exceeding 10 % of

		total considerati on
2.	Rs._____-/- to be paid to the promoter Within 1 month after the execution of agreement.	Not exceeding 30% of total considerati on
3.	Rs._____-/- to be paid to the promoter on completion of Plinth of the building or wing in which the said unit is located.	Not exceeding 45% of total considerati on
4.	Rs._____-/- to be paid to the promoter on completion of the slabs including podiums and stilts of the building or wing in which the said unit is located	Not exceeding 70% of total considerati on
5.	Rs._____-/- to be paid to the promoter on completion of the walls, internal plaster, floorings, doors and windows of the said unit	Not exceeding 75% of total considerati on
6.	Rs._____-/- to be paid to the promoter on completion of the sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said unit	Not exceeding 80% of total considerati on
7.	Rs._____-/- to be paid to the promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building of wing in which the said unit is located	Not exceeding 85% of total considerati on
8.	Rs._____-/- to be paid to the promoter on	Not exceeding

	completion of the lifts, water pumps, electrical fittings, elector mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the agreement of sale of the building or wing in which the said unit is located	95% of total consideration
9.	Balance Amount of Rs._____/ - against and at the time of handing over of the possession of the unit to the Allottee on or after receipt of occupancy certificate or completion certificate.	5 %
	TOTAL	100%

- (1-d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Unit, which shall be separately payable by the Allottee/s in the manner as may be decided by the Promoter.
- (1-e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase

in development charges, cost, or levies imposed by the competent authorities etc., the Promoter 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/s, which shall only be applicable on subsequent payments.

- (1-f) The Vendor 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 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Allottee within 45 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 Vendor shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.
- (1-g) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note : Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

- 2 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.
- 3 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Unit to the Allottee/s and the common areas to the association of the allottees/s after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").
4. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 3370 Sq.Mtrs. only and Promoter has planned to utilize Floor Space Index of 7412.24 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 10782.24 as proposed to be utilized by him on the project land in the said Project and Allottee/s has agreed to purchase the said Unit based on the proposed construction and sale of Units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
5. If the Promoter fails to abide by the time schedule for completing the project and handing over the Unit to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project,

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

6. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the allottee/s and mail at the e-mail address provided by the Allottee/s, of its 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/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Unit which may till then have been paid by the Allottee/s to the Promoter.

7. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its option in the said building and the Apartment as are set out in Annexure 'C', annexed hereto. Further, the party/ies of the SECOND PART

hereby agreed that, interior furniture shown in the unit plan is not a part of the scheme it is only for reference.

8. The Vendor shall give possession of the Said property to the Purchaser/s on or before 31/03/2025. If the Vendor fails or neglects to give possession of the Said property to the Purchaser/s on account of reasons beyond his control and of his agent by the aforesaid date then the Vendor shall be liable to demand to refund to the Purchaser/s the amounts already received by him/her/them in respect of the Said property with interest as per rules from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provide that Vendor shall be entitled to reasonable extension of time for giving delivery of Said property on the aforesaid date, if the completion of building in which the Said property is to be situated is delayed on account of –

1. war, flood, drought, fire, cyclone, earthquake or act of God or any other calamity caused by nature affecting the regular development of the real estate project (“ Force Majeure”) ;
2. Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
3. Delay in obtaining Building Use Permission even Vendor completed construction work due to any rules, notification of the Government.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/s agree/s that the Vendor shall be entitled to the extension of time for delivery of possession of the Said property, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s agree/s and confirm/s that, in the event it becomes impossible for the Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor shall

refund to the Purchaser/s the entire amount received by the Vendor from the allotment within prescribed time limit as per rules. After refund of the money paid by the Purchaser/s, Purchaser/s agree/s that he/she/they shall not have any rights, claims etc. against the Vendor and that the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

9. Procedure for taking possession - The Vendor, upon obtaining the Building Use Permission from the competent authority shall offer in writing the possession of the Said property, to the Purchaser/s in terms of this Agreement to be taken within 3 month (three months from the date of issue of such notice and the Vendor shall give possession of the Said property to the Purchaser/s. The Purchaser/s agree/s to pay the maintenance charges as determined by the Vendor/association of Purchaser/s, as the case may be.

The Purchaser/s shall take possession of the Said property within 15 days of the written notice from the Vendor to the Purchaser/s intimating that the said property are ready for use and occupancy.

10. The Allottee shall take possession of the Unit within 15 days of the written notice from the promotor to the Allottee intimating that the said Units are ready for use and occupancy:
11. Failure of Allottee to take Possession of Unit Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
12. 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 Promoter any structural defect in the Unit or the building in which the Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.

13. Cancellation by Purchaser/s – The Purchaser/s shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act:

Provided that where the Purchaser/s propose/s to cancel/withdraw from the project without any fault of the Vendor, the Vendor herein is entitled to forfeit the 10% of the total price consideration of the said property. The balance amount of money paid by the Purchaser/s shall be returned by the Vendor to the Purchaser/s within prescribed time limit as per rule.

14. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the parking space only for purpose of keeping or parking vehicle.

However, common terrace of the said building shall be for common use of apartment holder/s. The party of the First Part shall have no rights in the said Terrace after obtaining Building Use Permission. The Party of the First Part shall have to handover the possession of the said common terrace and common amenities of the said building to the association/service society.

Further, That the Party of the First Part has specified Common Parking Space in front of the commercial units for commercial unit holders and their customers and the party of the Second Part and he/she/it/they shall

have to park his/her/their vehicles in the said specified space only.

15. The Allottee along with other allottee(s) of Units in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. 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.

Further, when the party of the First Part and its unit holders form an Association, the party of the SECOND PART shall become member/s of the same compulsorily and the party of the SECOND PART or his/her/its/their successors/nominee shall have to follow all rules, terms and conditions which may be framed by the said Society / Association / Company relating to the said scheme or part thereof.

- 15.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment 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 Apartment) 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 Society or Limited Company is formed, the Allottee shall pay to the Promoter 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 Promoter provisional yearly contribution + GST towards the outgoings. The Allottee shall pay Yearly maintenance contribution to the promoter at the time of the possession of the flat being two years advance monthly maintenance contribution and GEB, GUDA charges or all other charges imposed by the government Semi Government authority/ Body/Corporation/ Company etc.. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the society or the association or the limited company as aforesaid.

16. 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 shall pay to the Promoter such proportionate share of the outgoings GEB, UGVCL, GUDA charges, Electricity Meter Deposit, Water Meter Deposit, Meter Cost, Installation Charges or all other charges imposed by the Government Semi Government authority/ Body/Corporation/ Company etc. as may be determined by the Promoter and which are not covered in any other provisions of this agreement.
17. The Allottee shall pay expenses/fees to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, 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.
18. At the time of registration of conveyance or Lease of the structure of the building or wing of the building,

the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

19. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

1. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
2. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
3. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
4. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
5. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by

the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

6. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
7. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
9. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
10. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
11. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

20. The Allottee/s or him/herself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter as follows :-
1. 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.
 2. 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.
 3. 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 Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in

contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

4. 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, Pardis or other structural members in the Unit without the prior written permission of the Promoter and/or the Society or the Limited Company.
5. 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.
6. 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.
7. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.
8. 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.

9. 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 Promoter under this Agreement are fully paid up.
10. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 Society/Limited Company/Apex Body/Federation 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.
11. The Allottee shall permit the Promoter 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.
12. The party of the SECOND PART hereby acknowledges that even after the Society / Association/Company has been formed with respect to the said project, the party of the FIRST PART shall be entitled to sell as in any other manner transfer the un-sold apartment/s in said project to any third party/ies on such terms and conditions as it may deem fit and such purchaser/transferee of un-sold apartment/s shall be entitled to become

member of the Society / Association/Company and use all common areas and facilities in the project at par with other unit purchaser / occupiers.

21. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.
23. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor executes this Agreement to the allottee, the vendor 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.

24. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated

in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

25. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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 property and / or building, as the case may be.

26. RIGHT TO AMEND

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

27. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

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

28. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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.

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

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

30. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

31. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser/s, after the Agreement is duly executed by the Purchaser/s and the Vendor or simultaneously with the execution the said

Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Gandhinagar.

32. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
33. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

M/s. SAANIDHYA INFRACONSTRUCTION LLP, A PARTNERSHIP FIRM, having its Registered Office at: 437/4, Aavkar Emerald, B/h. swagat Agasiya, Village – Sargasan, Taluka and District - Gandhinagar,

Email ID : info.aavkar96@gmail.com

Name of Allottee/s : _____,
E-mail ID: _____

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

34. JOINT ALLOTTEES

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

35. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
36. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
37. GOVERNING LAW
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of the property situated at MOUJE: SARGASAN, TALUKA: GANDHINAGAR in the Registration Sub District and District of GANDHINAGAR – GUJARAT bearing **Unit No.**_____ on _____ **Floor** as per approved plan by GUDA of Block No._____ having total Built Up area of _____ Sq.Mtrs. (RERA Carpet Area of _____ Sq.Mtrs.) and _____ undivided ownership right in the land alongwith Common Road, common Plot and all common amenities of the scheme known as **“AAVKAR 96”** being constructed on Block/Survey No.473/2 admeasuring 4148 Sq.Mtrs. which comprised in Town Planning Scheme No.7 and allotted Final Plot No.157 admeasuring 2696 Sq.Mtrs. Non Agricultural Land for Residential cum Commercial purpose and bounded as follows:-

The said property is bounded as follows :

EAST :
WEST :
NORTH :
SOUTH :

THE SECOND SCHEDULE ABOVE REFERRED TO
(Part-I)

Common Amenities and Facilities in the said Scheme

- Beautiful Landscaped Garden with Sit-outs
- Children play area
- 24 X 7 CCTV Surveillance
- Lounge and Waiting Area
- Elegant Entrance Foyer at Ground Floor
- Decorative Entrance Gate with Security Cabin
- Ultra Contemporary Aesthetic building Elevation
- Spacious Lay-Out for comfortable living
- Meditation/Yoga Deck

(Part-II)

Specification of the Commercial Unit

Structure	:	Earthquake Resistant RCC Frame Structure.
Wall Finishing	:	Internal Smooth Plaster with Double Coat White Cement based putty finished. External Plaster with 100% Acrylic Texture Paint.
Flooring	:	Premium Quality Vitrified Tiles in all units.

Toilets	:	Designer Wall Tile upto lintel level. Premium Plumbing Fittings and accessories (as per ISI Standards).
Electrification	:	Three Phase Concealed ISI Copper Wiring with Quality Switches Automation and
Security	:	24 X 7 Secured CC TV Surveillance System
Parking	:	Provision for Common Parking Space
Water Supply	:	Underground and Overhead Water Tank, Borewell with Submersible Pump
Fire Fighting	:	Fire System as per requirement
		Rain Water Harvesting for eco friendly water conservation.

In witness whereof the parties hereto have hereunto set and subscribed their hands in Witness whereof the day and month first hereinabove written.

SIGNED AND DELIVERED
BY THE WITHIN NAMED

THE PARTY OF THE
FIRST PART :
VENDOR/PROMOTER :

M/s. SAANIDHYA

INFRACONSTRUCTION
LLP, A PARTNERSHIP FIRM
through Its Administrative
partner, RUSHIL JAYESHBHAI
SHAH

WITNESSES

1. _____
2. _____

:Schedule Under Section 32 (A) of The Registration Act.:

Name & Signature	Photograph	Thumb Impression
<u>VENDOR/ PROMOTER :</u>		
M/s. SAANIDHYA INFRACONSTRUCTION LLP, A PARTNERSHIP FIRM through Its Administrative partner, RUSHIL JAYESHBHAI SHAH		
<u>VENDEE/S/ ALLOTTEE/S</u>		