

**ELITE MERCURY**  
**RESIDENTIAL APARTMENT/SHOPS NO.\_\_\_\_/ \_\_\_\_\_**  
**AGREEMENT FOR SALE**

This Agreement for Sale (“**Agreement**”) executed on this \_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**By and Between**

**M/s. Earth Developers**, (P.A. No.: AAIFE8465H) a Partnership Firm having its Registered Office at : 1301, Elite, Opp. Shapath Hexa, Kargil Cross Road, Ahmedabad-380061, represented through its Authorised Partner : **Mr. Dharmesh Chandulal Patel, (Aadhaar No. 2482 2397 3183)**, Aged : Adult, hereinafter referred to as the “**Owner / Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Partners, successors-in-interest, executors, administrators and permitted assignees).

**AND**

\_\_\_\_\_, PAN No.\_\_\_\_\_, Aadhaar No. \_\_\_\_\_ aged : \_\_\_\_ year,  
Occupation : \_\_\_\_\_, Hindu by Religion, residing at :  
\_\_\_\_\_, Ahmedabad,

Hereinafter referred to as "the **Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS:**

- A. The Owner / Promoter is the absolute owner-occupier of the immoveable property i.e. Non Agricultural land bearing Final Plot No. 30/1 admeasuring about : 5463 Sq. Mtrs. [allotted in lieu of Survey No. 20/1 admeasuring about : 9105 Sq. Mtrs.,] of Town Planning Scheme No. 65 (Tragad-Jagatpur-Chandkheda-Chenpur-Ranip), situated, lying and being at Mouje Tragad, Taluka : Ghatlodia, District of Ahmedabad and Sub-District of Ahmedabad-8 (Sola), (Hereinafter referred to as “**the Said Land**”). The Said Land was acquired by the Owner / Promoter by Sale Deed Vide **Sr. No. 13540, dtd.14.07.2021** duly registered at the office of the concerned Sub-Registrar of Ahmedabad-08 (Sola).

AND WHEREAS:

- B. In pursuance of the aforesaid Registered Sale Deed, the Owner / Promoter is seized and possessed of the said Land with entitlement to develop project thereon;
- C. The Owner / Promoter has earmarked the Said Land for the purpose of building a Commercial cum Residential Project comprising Six (06) Buildings (Blocks) i.e. Block “A+B”, Block “C+D” and Block “E+F”. The Project is named as “**ELITE MERCURY**”. The said Commercial cum Residential Project is hereinafter referred to as "**the Project**"; The Project details is hereinafter referred below :

|                                                             | Block “A”                                                                                       | Block “B”                                                                                       | Block “C”                                             | Block “D”                                             | Block “E”                                             | Block “F”                                             |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|
| 1 <sup>st</sup> Cellar                                      | For Parking                                                                                     |                                                                                                 |                                                       |                                                       |                                                       |                                                       |
| 2 <sup>nd</sup> Cellar                                      |                                                                                                 |                                                                                                 |                                                       |                                                       |                                                       |                                                       |
| Ground Floor                                                | Fifteen (15) Commercial Shops on Ground Floor                                                   |                                                                                                 |                                                       |                                                       |                                                       |                                                       |
| 1 <sup>st</sup> Floor to 9 <sup>th</sup> Floor              | Each Floor contains Four (04) Residential Apartments                                            | Each Floor contains Four (04) Residential Apartments                                            | Each Floor contains Three (03) Residential Apartments | Each Floor contains Three (03) Residential Apartments | Each Floor contains Three (03) Residential Apartments | Each Floor contains Three (03) Residential Apartments |
| 10 <sup>th</sup> Floor                                      | -                                                                                               | -                                                                                               |                                                       |                                                       |                                                       |                                                       |
| Total                                                       | Total Thirty Six (36) out of Twenty Seven (27) (3BHK) & Nine (09) (2BHK) Residential Apartments | Total Thirty Six (36) out of Twenty Seven (27) (3BHK) & Nine (09) (2BHK) Residential Apartments | Total Thirty (30) (3BHK) Residential Apartments       | Total Thirty (30) (3BHK) Residential Apartments       | Total Thirty (30) (3BHK) Residential Apartments       | Total Thirty (30) (3BHK) Residential Apartments       |
| Total : Fifteen (15) Commercial Shops                       |                                                                                                 |                                                                                                 |                                                       |                                                       |                                                       |                                                       |
| Total : One Hundred Ninety Two (192) Residential Apartments |                                                                                                 |                                                                                                 |                                                       |                                                       |                                                       |                                                       |

- D. The Hon’ble District Collector, Ahmedabad converted the said land from Agricultural Land into Non Agricultural Land for Residential use by his / her order No.: **CB/LAND-2/NA/S.R.-921/2012, dtd.21.01.2013.**

- E. The Hon'ble District Collector, Ahmedabad converted the land admeasuring : 900 sq. mtrs. forming part of the said land from Non Agricultural Land into Non Agricultural Land for Multipurpose use by his / her order No.: **CB/NA/AHMEDABAD/TRAGAD/20/1/999018 /2019, dtd.05.04.2019;**
- F. The Ahmedabad Municipal Corporation has granted the commencement certificate to develop the Project vide approval **dated 30.03.2022** bearing Nos. **BHNTI/NWZ/250122/CGDCRV/ A5620/R0/M1** (for Block "A+B"), **BHNTS/NWZ/250122/CGDCRV/ A5621/R0/M1** (for Block "C+D") & **BHNTS/NWZ/250122 /CGDCRV/A5622/R0/M1** (for Block "E+F") and **Rajachitthi No. 06150/250122/A5620/R0/M1** (for Block "A+B"), **06151/250122/A5621/R0/M1** (for Block "C+D") & **06152/250122/A5622/R0/M1** (for Block "E+F") issued on the same date.
- G. That the Apartment Nos. A/101, A/102, A/103, A/104, B/101, B/102, B/103, B/104, A/901, A/902, A/903, A/904, B/901, B/902, B/903, B/904, C/101, C/102, C/103, D/101, D/102, D/103, C/1001, C/1002, C/1003, D/1001, D/1002, D/1003, E/101, E/102, E/103, F/101, F/102, F/103, E/1001, E/1002, E/1003, F/1001, F/1002 & F/1003 of the project contains Open Terrace connected to it on the same floor and the said Open Terrace is of the independent use and ownership of the Allottee/s of Apartment Nos. A/101, A/102, A/103, A/104, B/101, B/102, B/103, B/104, A/901, A/902, A/903, A/904, B/901, B/902, B/903, B/904, C/101, C/102, C/103, D/101, D/102, D/103, C/1001, C/1002, C/1003, D/1001, D/1002, D/1003, E/101, E/102, E/103, F/101, F/102, F/103, E/1001, E/1002, E/1003, F/1001, F/1002 & F/1003.
- H. The Open Terraces situated above the Top (9<sup>th</sup>) Floor of Block "A+B" and Above The Top (10<sup>th</sup>) Floor of Block "C+D+E+F" have been kept as common Terrace of the Residential Apartment Holders of the concerned Block.
- I. The Owner / Promoter has obtained sanction / approval of the final plans for the Project from Ahmedabad Municipal Corporation and accordingly the Owner / Promoter has commenced the work of construction and development of the Project;
- J. The Owner / Promoter has got most of the approvals from the concerned local authorities, municipal corporation and/or Government, as required by law,

pertaining to the plans, the specifications, elevations, sections of the Project and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Use Permission for the Commercial cum Residential Project;

- K. While sanctioning/approving the plans the concerned local authority, municipal corporation and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner / Promoter while developing the Project. Upon due observance and performance of the said terms, conditions and stipulations etc. the Building Use Permission in respect of the Project shall be granted by the concerned authority, corporation and/or Government.
- L. The Owner / Promoter has got the project registered under the provisions of the Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as "the Act", with the Real Estate Regulatory Authority at Gandhinagar vide Registered No. \_\_\_\_\_, dtd. \_\_\_\_\_.20\_\_\_\_; The registration certificate is annexed at Annexure-C to this Agreement;
- M. By virtue of absolute ownership and possession of the Project, the Owner / Promoter has the sole and exclusive right to sell the Units (Shops as well as Residential Apartments) of the Project constructed upon the Said Land and to enter into agreement(s) with the allottee(s) of the Units (Shops as well as Residential Apartments) and to receive the sale consideration in respect thereof;
- N. The Allottee has applied to the Owner / Promoter for allotment of **Apartment/SHOP No. \_\_\_\_** of type (\_\_\_\_BHK), having RERA Carpet Area admeasuring \_\_\_\_\_ **sq. meters** on \_\_\_\_ **Floor** in **Block “\_\_\_\_”** of the Project known as "**ELITE MERCURY**" constructed upon the Said Land. (Hereinafter referred to as "**the Apartment**", more particularly described in **Schedule-A**) **on dated** \_\_\_\_\_.20\_\_\_\_. The authenticated Floor Plan of the Apartment & Layout Plan of the Project are respectively annexed as Annexure-A & Annexure-B to this Agreement;
- O. The RERA Carpet Area of “the Apartment” is \_\_\_\_\_ **square meters** i.e. \_\_\_\_\_ **square feet** and "RERA carpet area" means the net usable floor area of “the Apartment”, excluding the area covered by the external walls, areas under service

shafts but includes the area covered by the internal partition walls of “the Apartment”. As defined under section 2(k) of RERA ACT.

- P. At the request of the Allottee, the Owner / Promoter has given inspection to the Allottee of all documents of title relating to the Said Land and the plans, designs and specifications prepared by the Owner / Promoter's Architect **SR DESIGN(RONNAKKUMAR S PATEL)** and of such other documents as are specified under the Act and Rules and Regulations made there under and the Allottee is satisfied with the same;
- Q. The authenticated copies of Certificate of Title issued by Attorney at Law or Advocate of the Owner / Promoter, Property Card, Extract of Village Forms VI, VII and XII and other relevant revenue records showing the nature of the title of the Owner / Promoter to the Said Land on which the Project is being constructed have also been inspected and the Allottee is satisfied in respect of the same;
- R. The authenticated copies of plans sanctioned/approved by the local authority, Municipal Corporation and/or Government have also been inspected by the Allottee.
- S. Prior to the execution of this Agreement, the Allottee has paid to the Owner / Promoter a sum of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (details of payment is mentioned hereunder in the column of Receipt)**, being part payment of the sale consideration of “the Apartment” agreed to be sold by the Owner / Promoter to the Allottee as advance payment or Application Fee, the payment and receipt whereof the Owner / Promoter doth hereby admit and acknowledge, and the Allottee has agreed to pay to the Owner / Promoter the balance of the sale consideration in the manner hereinafter appearing as per the time schedule set out in **Schedule-B** (hereinafter referred to as "the Payment Plan").

|             |                                                                                                                                                |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Rs._____.00 | Rupees _____ only paid by the Allottee to the Owner / Promoter by Cheque No._____, dtd.____.____.20____ drawn on _____ Bank, _____ Br., _____. |
| Rs._____.00 | <b>Rupees _____ Only.</b>                                                                                                                      |

**\* Subject to Realization.**

- T. 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.
- U. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner / Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Unit/Apartment] and the garage/closed parking (if applicable) as specified in the Schedule-A.

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:**

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owner / Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase, **Apartment No.** \_\_\_\_ of type (\_\_\_\_BHK), having RERA Carpet Area admeasuring \_\_\_\_ **sq. meters** on \_\_\_\_ **Floor in Block “ \_\_\_\_ ”** of the scheme known as "**ELITE MERCURY**" constructed upon the Said Land, as more particularly described in **Schedule-A** hereto and having floor plan as per **Annexure-A** for consideration of **Rs.\_\_\_\_\_.00 (Rupees \_\_\_\_\_ only); The Apartment** includes Balcony having Area of \_\_\_\_ sq. mtrs. And a Wash Area having Area of \_\_\_\_ sq. mtrs. It also includes the undivided proportionate share of \_\_\_\_ **Sq. Mtrs.** in the land underneath the said scheme.
- 1.2 The consideration for “the Apartment” is agreed at **Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only)** (hereinafter referred to as "the **Total Price**") being the price of “the Apartment” and proportionate price of the common areas and facilities appurtenant to “the Apartment”, the nature, extent and description of the common areas and facilities. The break-up of the consideration is as under:

|                                                    |  |
|----------------------------------------------------|--|
| Apartment No. _____<br>____ Bedrooms, a Hall and a |  |
|----------------------------------------------------|--|

|                                                           |                                                                            |
|-----------------------------------------------------------|----------------------------------------------------------------------------|
| Kitchen<br>_____ Floor<br>RERA Carpet Area : ____ sq. ft. |                                                                            |
| <b>Total</b>                                              | <b>Rs._____.00</b><br><b>(in words Rupees _____</b><br><b>_____ Only).</b> |
|                                                           |                                                                            |

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards “the Apartment”;
- (ii) The Total Price above Excludes Taxes (consisting of tax paid or payable by the Promoter by GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of “the Apartment”;
- (iii) The Total Price above excludes Stamp Duty, Registration Charges, Advocate Fees and all other government levies taxes & duties will be paid & borne by the Allottee and not included in the Total Price;
- (iv) The Total Price above excludes maintenance deposit, maintenance expenses, Extra Work Cost (if any) to be borne by the Allottee and not included in the Total Price.
- (v) Provided that in case there is any change / modification in the taxes, the Total Price payable by the Allottee to the Promoter under this Agreement shall be increased / reduced based on such change / modification;
- (vi) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (vii) The Total Price of Unit/Apartment includes: pro rata share in the Common Areas; as provided in the Agreement.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Owner / Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Owner / Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee has paid **Rs.\_\_\_\_\_ .00 (Rupees \_\_\_\_\_ only)** until now and the Owner / Promoter hereby acknowledges the receipt and the Allottee hereby agrees to pay the remaining price of "the Apartment" as per the time schedule set out in **Schedule-B** (hereinafter referred to as "the Payment Plan") and as may be demanded by the Owner / Promoter within the time and in the manner specified therein: The Allottee shall also complete the entire extra payments as referred hereinabove in the column of explanation which is a part of main Clause No. 1.2.
- 1.5 The Owner / Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Building Use Permission\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner / Promoter. If there is any reduction in the carpet area within the defined limit then Owner / Promoter shall refund the excess money paid by Allottee within 30 days with annual interest at the rate of SBI (Marginal cost of Landing Rate) + 2% per annum, 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 Owner / Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed herein.

- 1.6.A The Owner / Promoter hereby declares that the Base Floor Space Index available as on date in respect of the project land is 9833.40 Sq. Mtr. Only and Owner / Promoter has purchased Additional Floor Space Index of 4916.70 Sq. Mtr. From Ahmedabad Municipal Corporation and the Promoter / Developer has TDR Floor Space Index of 135.92 Sq. Mtr. from concern authority, all aggregates to Total FSI of 14886.02 sq. mtrs. Out of which Owner / Promoter has planned to Utilize Floor Space Index of 14886.02 Sq. Mtr. in the project land and Allottee has agreed to purchase the said Unit based on the proposed construction and sale of Unit to be carried out by the Owner / Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owner / Promoter only.

**FSI Should be bifurcate in Three Parts**

- a). Basic FSI according to Zone GDCR Rules  $(5463 \times 1.8) = 9833.40$  sq. mtrs.
  - b). Additional / Paid FSI available according to Rule  $(5463 \times 0.90) = 4916.70$  sq. mtrs.
  - c). T. D. R. FSI available = 135.92 sq. mtrs.
  - d). Total FSI Available =  $(9833.40 + 4916.70 + 135.92) = 14886.02$  sq. mtrs.
  - e). Total Utilized = 14886.02 sq. mtrs.
- 1.6.B The Owner / Promoter shall not have any claim on FSI, additional FSI and Terrace rights after Building use Permission has been obtained, such rights if any will be owned by the “Association of Allottees”. Provided that the Owner / Promoter will be exclusively entitled to any raise in FSI before the Building Use Permission.
- 1.7 That the Ownership and Possession Rights of the Open Terraces / Balconies connected to Residential Apartment Nos. A/101, A/102, A/103, A/104, B/101, B/102, B/103, B/104, A/901, A/902, A/903, A/904, B/901, B/902, B/903, B/904, C/101, C/102, C/103, D/101, D/102, D/103, C/1001, C/1002, C/1003, D/1001, D/1002, D/1003, E/101, E/102, E/103, F/101, F/102, F/103, E/1001, E/1002, E/1003, F/1001, F/1002 & F/1003 of the Project, have been given to the concerned Owners / Allottees of the Residential Apartment. This Open Terraces / Balconies mentioned hereinabove shall exclusively be in the Ownership and Possession of concerned Owners / Allottees of Residential Apartment only. It is however made clear that no Unit / Apartment Holder or their transferees / assignees shall raise any objection against Ownership and Possession of the Open Terraces / Balconies as referred above to the concerned Owners / Allottees of the Residential Apartments. That the

Terraces situated above the Top (9<sup>th</sup>) Floor of Block “A+B” and Top (9<sup>th</sup>) Floor of Block “C+D+E+F” have been kept for the Common Use of all the Apartment Holders of Project. Accordingly all the Apartment Holders shall use the said Terraces as Common Terraces and none of the Apartment Holder or their transferee, assignee etc. may acquire any portion of the Terrace for any use without the written permission of the Maintenance Society.

- 1.8.A The Owner / Promoter reserves the right to administrate the Parking Discipline and Parking Facility of the entire Project as the Owner / Promoter may deem fit at its sole discretion. And none of the Unit Holder of the said Project or their transferees / assignees etc. will be entitled to raise any objection against such administration. That the Owner / Promoter shall be entitled to transfer / allot parking slots whichever remains excess after allotting the promised parking slots to the Unit Holders. And in come whichever being generated from the sale shall be of the Owner / Promoter. Neither the maintenance society nor the Unit Holders of the Project, will be entitled to claim any share from the said income.
- 1.8.B That the Allottee hereby undertakes to sign all necessary undertakings, affidavits, bonds, declarations, confirmations required in the same concern as well as regarding any of the covenants agreed under this Agreement. And all the terms and condition as well as all the bindings / undertakings of such documents signed by the Allottee shall be binding upon the transferees / assignees / successors / tenants and future owners and occupiers and users of the said Property.
- 1.9 Subject to Clause 10.3 the Owner / Promoter agrees and acknowledges, the Allottee shall have the right to “the Apartment” as mentioned below:
- (i) The Allottee shall have exclusive ownership of “the Apartment”;
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is

clarified that the Owner / Promoter shall convey **undivided proportionate title in the common areas to the association of Allottees as provided in the Act;**

- (iii) That the computation of the price of “the Apartment” includes recovery of price of land, construction of [not only “the Apartment” but also] the Common Areas, internal development charges, external development charges (if any), cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.10 It is made clear by the Owner / Promoter and the Allottee agrees that “the Apartment” shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project’s facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project. Details of the Amenities are provided at **Annexure-D** attached herewith.

1.11 The Owner / Promoter agrees to pay all outgoings before transferring the physical possession of “the Apartment” to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Owner / Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring “the Apartment” to the Allottees, the Owner / Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

## **2. MODE OF PAYMENT**

- 2.1 Subject to the terms of the Agreement and the Owner / Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Owner / Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '**M/s. Earth Developers**' payable at Ahmedabad.

Provided that if the Allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

- 2.2 The Allottee agrees to pay to the Owner / Promoter, interest at the rate of SBI (Marginal cost of Landing Rate) + 2% per annum, on all the delayed payment which become due and payable by the Allottee to the Owner / Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Owner / Promoter. Provided however that nothing contained in this clause, shall affect the right of the Owner / Promoter to terminate this Agreement, in accordance with Clause No. 10.3, on the Allottee committing default in payment on due date of the amounts so payable.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Owner / Promoter with such permission, approvals which would enable the Owner / Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Owner / Promoter accept no responsibility in this regard. The Allottee shall keep the Owner / Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Owner / Promoter immediately and comply with necessary formalities if any under the applicable laws. The Owner / Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Owner / Promoter shall be issuing the payment receipts in favour of the Allottee only.

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Owner / 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 Owner / Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Owner / Promoter to adjust his payments in any manner.

##### **The Owner / Promoter will adjust amount received from Allottees**

- a. Against any statutory dues which Allottee is liable to pay
- b. Society Maintenance Charges
- c. Society Maintenance Deposit
- d. GST
- e. Sales Consideration (Total Price)

#### **5. TIME IS ESSENCE**

Time is essence for the Owner / Promoter as well as for the Allottee. The Owner / Promoter shall abide by the time schedule for completing the project and handing over the Unit/Apartment to the Allottee and the common areas to the association of the Allottees after receiving the Building Use Permission, as the case may be. Similarly, the Allottee 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 Owner / Promoter as provided in **Schedule-B (“Payment Plan”)**.

## **6. CONSTRUCTION OF THE PROJECT/ APARTMENT**

- 6.1 The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, Floor plan, Layout plan [annexed along with this Agreement at Annexure-B] which has been approved by the competent authority, as represented by the Owner / Promoter. The Owner / Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Owner / Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the G.D.C.R.
- 6.2 The Owner / 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 Apartment” to the Allottee, obtain from the concerned local authority occupancy and/or Building Use Permission in respect of “the Apartment”.
- 6.3 It is agreed that the Owner / Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of “the Apartment”, as the case may be, without the previous written consent of the Allottee. Provided that the Owner / Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act, subject to Additional charges as referred hereinabove.

## **7. POSSESSION OF “THE APARTMENT”**

- 7.1 **Schedule for possession of the said Apartment:** The Owner / Promoter agree and understands that timely delivery of possession of “the Apartment” is the essence of the Agreement. The Owner / Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on **dtd.31/12/2024** (hereinafter referred to as "the scheduled date of possession", unless there is delay or

failure due to war, civil commotion, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or act of God or any notice, order, rule, notification of the Government or competent authority/court affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owner / Promoter shall be entitled to reasonable extension of time for delivery of possession of “the Apartment”, provided that such Force Majeure conditions are of a nature which make it impossible for the contract to be implemented.

- 7.2 The Allottee agrees and confirms that, in the event it becomes impossible for the Owner / Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner / Promoter shall refund to the Allottee the entire amount received by the Owner / Promoter from the allotment within 30 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Owner / Promoter and that the Owner / Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.3 In the event the Owner / Promoter fails to abide by the time schedule for completing the project and does not hand over the possession of “the Apartment” to the Allottee by the scheduled date of possession, the Owner / Promoter shall pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of **SBI (Marginal cost of Landing Rate) + 2% per annum on all the amounts paid by the Allottee, for every month of delay, till the date of handing over of the possession.**
- 7.4 **Procedure for taking possession - The Owner / Promoter, upon obtaining the Building Use Permission\* from the competent authority shall offer in writing the possession of “the Unit” to the Allottee in terms of this Agreement, to be taken within 3 (three months from the date of issue of such written notice and the Owner / Promoter shall give possession of “the Unit” to the Allottee. The Owner / Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner / Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Owner / Promoter/association of Allottees, as the case may**

**be. The Owner / Promoter on its behalf shall offer the possession to the Allottee in writing within Seven (7) days of receiving the Building Use Permission\* of the Project.**

- 7.5 The Allottee shall take possession of “the Apartment” within 15 days of the written notice from the Owner / Promoter to the Allottee intimating that “the Apartment” is ready for use and occupancy.**
- 7.6 Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Owner / Promoter as per clause 7.4, the Allottee shall take possession of “the Apartment” from the Owner / Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner / Promoter shall give possession of “the Apartment” to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.5, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.7 Possession by the Allottee -** After obtaining the Building Use Permission\* and handing over physical possession of “the Apartment” to the Allottees, it shall be the responsibility of the Owner / Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- 7.8 Cancellation by Allottee –** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Owner / Promoter, the Owner / Promoter herein is entitled **to forfeit 10% of the Total Price of the Unit.** The balance amount of money paid by the Allottee shall be returned by the Owner / Promoter to the Allottee *within 30* days of such cancellation.

At the time of Cancellation Booking Amount paid as GST will be refunded only at the discretion of Owner / Promoter if he decides, the refund will given only after the credit of GST paid to department is given back by the department.

- 7.9 Compensation –**

The Owner / Promoter shall compensate the Allottee in case of any loss caused to **him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act** and the claim **for compensation under this section shall not be barred by limitation provided under any law for the time being in force.**

Except for occurrence of a Force Majeure event, if the Owner / Promoter fails to complete or is unable to give possession of the Unit/Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Owner / Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Owner / Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit/Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Owner / Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit/Apartment.

#### **8. REPRESENTATIONS AND WARRANTIES OF THE OWNER / PROMOTER**

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

- (i) The Owner / Promoter has absolute, clear and marketable title with respect to the Said Land; Accordingly the Owner / Promoter has requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
- (ii) The Owner / Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project;**
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Unit/Apartment;

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit/Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner / Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Unit/Apartment and common areas;
- (vi) The Owner / 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;
- (vii) The Owner / 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 said Land, including the Project and the said Unit/Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner / Promoter confirms that the Owner / Promoter is not restricted in any manner whatsoever from selling the said Unit/Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Owner / Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit/Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Owner / Promoter has duly paid and shall continue to pay and discharge all 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;

- (xii) 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 by or served upon the Owner / Promoter in respect of the said Land and/or the Project.

## **9. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE**

**9.1** The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands “the Apartment” may come, hereby covenants with the Owner / Promoter as follows :-

- a) In order to ensure timely payments of the proportionate rates and taxes applicable to individual Units as calculated by the Owner / Promoter, the Allottee shall deposit reasonable amounts on a pro-rata basis with the Owner / Promoter.
- b) To be liable and responsible for direct payment of electricity and other utilities consumed in or relating to the said unit wholly and proportionately in relation to common parts which shall be paid by the Maintenance Society.
- c) Not to subdivide the said unit, servant quarter and/or parking space, or any portion thereof.
- d) Not to do any act deed or thing to obstruct the construction and completion of the said Unit/Building in any manner whatsoever and notwithstanding any temporary obstruction in the Allottee's enjoyment of the said unit.
- e) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in any part of the Building including common areas etc. except in the garbage bin provided for.
- f) Not to discharge into any conducting medial any oil or grease or discharge solid or semi-solid waste into the waste and soil discharge lines or discharge any harmful effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting medial or drainage of the said Scheme.

- g) Not to cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damages to any flooring or ceiling of the said unit or any other portion over or below the said unit or adjacent to the said unit or in any manner interfere with the use and right and enjoyment thereof or of any open spaces, passages or amenities available for common use.
- h) Not to damage or demolish or cause to be damaged or demolished the said unit and/or the fittings & fixtures affixed thereto or any part thereof at any time.
- i) Not to close or permit the closing of verandah or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or balconies or any external walls, or both the faces of outside doors and windows , including grill of the said unit which in the opinion of the Owner / Promoter differs from the design and colour scheme of the Building or may affect the elevation in respect of the exterior walls of the Building. In case the Allottee shall require to put grills on the exterior part of his/her/its unit, the design of the same shall be approved by Owner / Promoter in advance but in no event the Allottee shall install any box type grills.
- j) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said unit or any part of the Building or cause increased premium to be payable in respect thereof, if the Building is insured.
- k) Not to make any structural addition and/or alteration such as in beams, columns, partition walls etc. in the said Unit except with the prior approval in writing of the Owner / Promoter and with the sanction of Ahmedabad Municipal Corporation and/or concerned authority.
- l) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the constructions of the Building or any part thereof.

- m) Not to fix or install any antenna on the roof or terrace of the said Scheme nor shall fix any window antenna except the demarcated area provided by the Owner / Promoter.
- n) Not to install any air conditioners and/or exhaust fans, save and except at such places as are provided for the same or at such places as may be designated by the Owner / Promoter.
- o)1) Not to use the Residential Apartments of the Project or permit the same to be used for any purpose other than residential viz. for commercial use and for purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the Building or to the owners and occupiers of the neighboring Apartments or for any illegal or immoral purposes or as boarding house, guest house, nursing home, amusement or entertainment center, eating or catering place, dispensary or a meeting place whatsoever. Not to use the said Unit or any part thereof for any political meeting nor for any dangerous noxious or offensive trade or business or for holding any Lotteries Auctions or Gambling including Pool Tables and Bowling Alleys or Diagnostic Laboratory or Chamber either for a Doctor or a Nursing Home or for any other purpose without the consent of the Promoter.
- o)2) Not to use the Commercial Units of the Project or permit the same to be used for any purpose other than commercial viz. for residential use and for purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the Building or to the owners and occupiers of the neighboring units/Said Land or for any illegal or immoral purposes or as boarding house, guest house, nursing home, hospital, maternity home, operation theatre, any kind of medical activity / therapy having radiations, amusement or entertainment center, or Automobile Garage (Repairing / Maintaining Center or Vehicle Washing Center or any kind of Workshop) or a meeting place whatsoever. Not to use the Apartment / Shop or any part thereof for any political meeting nor for any dangerous noxious or offensive trade or business or for holding any Lotteries Auctions or Gambling including Pool Tables and Bowling Alleys or for any other purpose without the prior written consent of the Developer. Not to keep in the parking space, anything other than private motor car or motorcycle and shall not raise or put up

any kuccha or pucca construction thereon or part thereof and shall keep it always open as before. Dwelling or staying by any person or blocking by putting any article shall not be allowed in the parking space or in any other common areas of the Building.

- p) Not to park car scooter or any vehicle on the pathway or open spaces of the Building or at any other place except the space dedicated for car / scooter or any other motor vehicle parking.
- q) Not to keep or store in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable, radio active or explosive or which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise save as may be normal and compatible with good class Project.
- r) To abide by such rules and regulation as may be made applicable by the Owner / Promoter before the formation of the holding organization and/or adhere to the building organization after it is incorporated to comply with and/or adhere to the buildings and regulations of such holding organization.
- s) The Allottee shall not be entitled to grant lease / leave & license / concession / right of any other nature or type for installing of Bill Board / Microwave Antenna, Communication Tower over the roof of lift machine room / overhead water tank, stair cabin and if any such activity is found the Owner / Promoter shall be entitled to remove every article from the terrace without giving any opportunity and in such case neither the member nor the transferee / assignee / allottee shall be entitled to claim any damages / compensation for any damages may occurred during removal of all the articles from the terrace.
- t) To maintain “the Apartment” at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of “the Apartment” is taken and shall not do or suffer to be done anything in or to the building in which “the Apartment” 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 Apartment” is situated and “the Apartment” itself or any part thereof without the consent of the local authorities, if required.

- u) Not to store in “the Apartment” 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 Apartment” 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 Apartment” is situated, including entrances of the building in which “the Apartment” is situated and in case any damage is caused to the building in which “the Apartment” is situated or “the Apartment” on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- v) To carry out at his own cost all internal repairs to the said Apartment and maintain “the Apartment” in the same condition, state and order in which it was delivered by the Owner / Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which “the Apartment” is situated or “the Apartment” 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.
- w) Not to change or cause to change the name of the Project- ‘**ELITE MERCURY**’ under any circumstances.
- x) The Project has been approved as an affordable housing project by Ahmedabad Municipal Corporation. The Project has met all criteria for PMAY (CLSS) Scheme 2020. The remaining criteria are to be complied and full filled by Allottee if CLSS benefit denied to any Allottee for that, the Owner / Promoter are not liable.

## **10 EVENTS OF DEFAULTS AND CONSEQUENCES**

- 10.1 Subject to the Force Majeure clause, the Owner / Promoter shall be considered under a condition of Default, in the following events:

- (i) Owner / Promoter fails to provide ready to move in possession of the Unit/Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that “the Apartment” shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Owner / Promoter’s business as a Owner / Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

10.2 In case of Default by Owner / Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Owner / Promoter as demanded by the Owner / Promoter. If the Allottee stops making payments, the Owner / Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Owner / Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of “the Apartment”, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Owner / Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Unit/Apartment.

10.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for TWO (02) consecutive demands made by the Owner / Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be

liable to pay interest to the Owner / Promoter on the unpaid amount at the rate specified in the Rules.

- (ii) In case of Default by Allottee under the condition listed above continues for a period **beyond Two (02)** consecutive months after notice from the Owner / Promoter in this regard, the Owner / Promoter shall cancel the allotment of the Unit/Apartment in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the **booking amount or 10% of total price whichever is higher** and the interest liabilities and this Agreement shall thereupon stand terminated.

#### 11. CONVEYANCE OF THE SAID APARTMENT

**The Owner / Promoter, on receipt of complete amount of the Price of the Unit/Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Unit/Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the Building Use Permission\*.** However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Owner / Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Owner / Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

#### 12. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

- 12.1 The Owner / Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottees.
- 12.2 The Owner / Promoter will form a Maintenance Society for the purpose of maintenance and upkeep of the said Project including common parts and elements and the Allottee shall co - operate fully with the Owner / Promoter and shall sign all documents and necessary papers for the purpose.

- 12.3 The Allottee agrees to observe the rules, framed from time to time by the Owner / Promoter / Maintenance Society for quiet and peaceful enjoyment of the said Apartment and common areas, amenities of the Project. The Allottee shall proportionately liable and accept the payments made by the Owner / Promoter on account of the common expenses and other outgoing expenses with effect from the date of completion or date of possession of “the Apartment” whichever is earlier and Allottee shall pay to the Owner / Promoter / Maintenance Society, the non-refundable maintenance on proportionate basis on demand as and when required.
- 12.4 No individual / independent Allottee or group of Allottees will form any other Ad-Hoc-Committee, Holding Organization or Maintenance Society / Company, other than the one formed by the Owner / Promoter nor will the Owner / Promoter be obliged to recognize one., ~~if at all formed, despite this restriction, unless the same has the 100% collective mandate of all the Allottees.~~
- 12.5 All Maintenance Charges, deposits, payments for common purposes, taxes, mutation fees and all other outgoings shall be paid to and kept with the Maintenance Society.
- 12.6 The Owner / Promoter shall maintain the common amenities (as per the details provided herein) of the project till **Twelve (12) months** from the date of B.U. Permission. Thereafter the Owner / Promoter shall hand over the charge of maintaining the aforesaid common amenities to the Maintenance Society. And the Owner / Promoter shall handover the charged of common use land as well as common use area of the Project (except the charge of maintaining the aforesaid common amenities) to the Maintenance Society within **Three (03) months from the date of B.U. Permission.**
- 12.7 That the interest accrues from the investment of Maintenance Deposit till handing over the said Maintenance Deposit to the maintenance society will be used / spent by the Owner / Developer, in the payment of recurring expenses of maintenance of the project and neither the Allottee nor the Maintenance Society shall claim the amount of the said interest from the Owner / Developer and also shall not raise any objection for the same.

12.8 The Owner / Promoter from time to time may change, alter, add to or modify the Rules the Maintenance Society and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quite and peaceful enjoyment of “the Apartment”s by their respective Owners or for the mutual benefit of the Co-Owners.

**13. Responsibility of the Lifts :**

- (i) That the Owner / Promoter shall provide appropriate lifts of reputed manufacturers in all the buildings / blocks of the Project as per the approved plan.
- (ii) And the Owner / Promoter on behalf of the Maintenance Society, shall maintain the said lifts for One (01) Years from the date of B. U. Permission or completion of the Project which ever is earlier after which the maintenance of the said lifts shall be handed over to the Maintenance Society which is going to be managed by the members of the Project. The Owner / Promoter shall obtain appropriate licenses for usage of such lifts from the concerned authorities and keep the licenses renewed and maintained till completion of the aforesaid time period. Upon expiry of such period, the members shall be liable to renew and maintain the said licenses. And after such hand-over of the Maintenance, the Owner / Promoter shall not be responsible for the Maintenance / up-keeping of the said lifts or licenses.
- (iii) And as the Owner / Promoter shall provide lifts manufactured by the reputed company/ies, for occurrence of any of the accidents while using the said lifts, the Owner / Promoter shall not be held responsible for the same (neither during the initial period as referred above nor after handing over of the maintenance to the maintenance society / members). And only the members shall be responsible / liable to bear the consequences.

**14. Structural Safety :**

Members of “**ELITE MERCURY**” shall arrange periodic inspection by a the concerned authority at intervals of every Fifteen Years from the date of Submission of the First Report (B.U.). The concerned authority shall inspect the building to ascertain and certify to the Competent Authority, that the Building’s structural

stability has not been compromised due to lack of adequate maintenance along with a Structural Inspection Report.

**15. Fire Safety :**

That the Owner / Developer shall arrange and keep maintenance the Fire N.O.C. which is mandatory required as per the provisions of Concerned Authority for the initial period of **Twelve (12) months** from the date of B.U. Permission. Thereafter the Maintenance Society shall keep the Fire N.O.C. renewed every year its sole efforts and cost. After the aforesaid period of the Owner / Developer will not remain responsible for the renewal of Fire N.O.C.

**16. DEFECT LIABILITY**

The Owner / Promoter hereby covenants to the Allottee that, within a period of **Five Years** from the date **of handing over the Unit to the Allottee**, the Allottee if brings to the notice of the Owner / Promoter any structural defect in the Unit or the Building of the Project in the which the Unit is situated or any defects on account of workmanship, quality or provision of service by the Owner / Promoter, then, wherever possible such defects shall be rectified by the Owner / 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 Owner / Promoter, compensation equal to cost to cure / rectify such defect. Provided that the Owner / Promoter shall not be liable to rectify any defect or for payment of any compensation in the following events:

- a. If the cause of any such defect is not attributable to the Owner / Promoter or are beyond the control of the Owner / Promoter; or
- b. In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- c. Owner / Promoter shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers of the supplier; or
- d. In case where guarantees and warranties are provided by the product suppliers or service vendors, the same shall be extended to the Allottee and to honour

such warranties and guarantees shall be at the sole discretion of the party providing the same. Further where the manufacturer guarantee / warranty as provided by the party ends before the defects liability period and such warranties are covered under the maintenance of the said Unit / Building and if the annual maintenance contracts are not done / renewed by the Allottee / Maintenance Society, the Owner / Promoter shall not be responsible for any defects occurring due to the same; or

- e. If the Maintenance Society or the individual Purchaser do not adhere to maintenance schedule as prescribed by the manufacturer / Owner / Promoter.
- f. If the Allottee has defaulted in any or its representations or warranties as mentioned in this Agreement.
- g. The Allottee shall not carry out any alterations of any nature in the said Unit which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in leakage/seepage of the water. If any of such works are carried out without the written consent of the Owner / Promoter then the defect liability automatically shall become void.
- h. Casualties / Damages due to power fluctuations / variations by Electricity Authority will not be covered by the Owner / Promoter. It is recommended to install individual stabilizer by each allottee as per their usage.
- i. If any damage occurs due to fire at any part of the project due to any reason.

**17. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES  
SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the Unit/Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in

respect of the terms and conditions specified by the maintenance agency or the association of Allottees from time to time.

**18. RIGHT TO ENTER “THE APARTMENT” FOR REPAIRS**

The Owner / Promoter / maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Unit/Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**19. USAGE**

**19.1** The Allottee shall use “the Apartment” or any part thereof or permit the same to be used only for the lawful purpose. The Allottee shall use the garage or parking space only for purpose of keeping or parking vehicle.

**19.2** The Allottee shall not be entitled to grant lease / leave & license / concession / right of any other nature or type for installing of Bill Board / Microwave Antenna, Communication Tower over the roof of lift machine room / overhead water tank, stair cabin and if any such activity is found the Owner / Promoter shall be entitled to remove every article from the terrace without giving any opportunity and in such case neither the member nor the transferee / assignee / allottee shall be entitled to claim any damages / compensation for any damages may occurred during removal of all the articles from the terrace.

**19.3 Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within “**ELITE MERCURY**”, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking

spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

**20. GENERAL COMPLIANCE WITH RESPECT TO “THE APARTMENT”:**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit/Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or “the Apartment”, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to “the Apartment” and keep “the Apartment”, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Unit/Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit/Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner / Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**21. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for

occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of “the Apartment”/ at his/ her own cost.

**22. ADDITIONAL CONSTRUCTIONS**

The Owner / Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

**23. OWNER / PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Owner / Promoter executes this Agreement he shall not mortgage or create a charge on the [Unit/Apartment] 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/Apartment /Building].

**24. FLAT OWNERSHIP ACT (OF THE RELEVANT STATE)**

The Owner / Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of THE GUJARAT OWNERSHIP FLATS ACT, 1973. The Owner / Promoter showing compliance of various laws/regulations as applicable in THE GUJARAT OWNERSHIP FLATS ACT, 1973.

**25. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Owner / Promoter does not create a binding obligation on the part of the Owner / 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 Owner / Promoter. If the Allottee(s) fails to execute and deliver to the Owner / 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 Owner / Promoter, then the Owner / Promoter shall serve a notice to the Allottee for rectifying

the default, which if not rectified within 30(thirty) 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.

**26. 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 Unit/Apartment /building, as the case may be.

**27. RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties. And in accordance with provisions of rera act and rules prescribed thereunder.

**28. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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/Apartment, in case of a transfer, as the said obligations go along with the Unit/Apartment for all intents and purposes.

**29. WAIVER NOT A LIMITATION TO ENFORCE**

- 29.1 The Owner / Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Owner / Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owner / Promoter to exercise such discretion in the case of other Allottees.

- 29.2 Failure on the part of the Owner / Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**30. 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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**31. 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.

**32. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Owner / Promoter through its authorized signatory at the Owner / Promoter's Office, or at some other place, which may be mutually agreed between the Owner / Promoter and the Allottee, in Ahmedabad after the Agreement is duly executed by the Allottee and the Owner / Promoter 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 Sub Registrar of Ahmedabad-08 (Sola).

This Agreement is executed in accordance with the provisions of section 13 of the Act and shall be presented for registration as per provisions of the Registration Act, 1908.

**33. NOTICES**

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

**Allottee**

Name and Address of Allottee as mentioned at the beginning of the Agreement

**Owner / Promoter**

**M/s. Earth Developers**

having its Correspondence Office at :

1301, Elite, Opp. Shapath Hexa,

Kargil Cross Road, Ahmedabad-380061

It shall be the duty of the Allottee and the Owner / 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 Owner / 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 Owner / 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:**

- 35.1 All stamp fees, registration charges, Advocate fee and incidental expenses for and/or in relation to this Agreement and/or Conveyance of the said Apartment in the said Project and also for any other assurances/deeds required to be made for in relation to the same, shall be paid by the Allottee.

- 35.2 The Allottee and/or Owner / 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.

**36. 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.

**37. 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, thereunder.

38. It is declared that **Mr. Dharmesh Chandulal Patel** (Partner of the Owner / Promoter) has been empowered by the said Partnership Firm to sign and execute all transfer deeds (which includes Agreement to Sale, Sale Deeds, Deeds of Conveyance etc.), thereby he has signed the said Agreement for Sale on behalf of the Owner / Promoter Partnership Firm.

: SCHEDULE ‘A’ :

**Residential Apartment No. \_\_\_\_ of type (\_\_\_\_BHK), having RERA Carpet Area admeasuring \_\_\_\_\_ sq. meters, along with area of exclusive balcony \_\_\_\_\_ sq. , Terrace Area\_\_\_\_\_ sq mtrs & Wash Area \_\_\_\_\_ sq. meters on \_\_\_\_ Floor in Block “\_\_\_\_\_” of the scheme known as "ELITE MERCURY" alongwith the undivided proportionate share of \_\_\_\_\_ sq. mtrs. in the land underneath the said Project togetherwith proportionate share in the common amenities and facilities in the said Project, constructed on the Non Agricultural land bearing Final Plot No. 30/1 admeasuring about : 5463 Sq. Mtrs. [allotted in lieu of Survey No. 20/1 admeasuring about : 9105 Sq. Mtrs.,] of Town Planning Scheme No. 65 (Tragad-Jagatpur-Chandkheda-Chenpur-Ranip), situated, lying and being at Mouje Tragad, Taluka : Ghatlodia, District of Ahmedabad and Sub-District of Ahmedabad-8 (Sola) and bounded :**

On the East :- \_\_\_\_\_

On the West :- \_\_\_\_\_

On the North :- \_\_\_\_\_

On the South :- \_\_\_\_\_

**SCHEDULE 'B' : PAYMENT PLAN BY THE ALLOTTEE**

**Booking Amount : Rs.\_\_\_\_\_.00**

- 1) Amount not exceeding 30% of the total consideration to be paid to the Promoter after the execution of Agreement.
- 2) Amount not exceeding 45% of the total consideration to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- 3) Amount of Rs.\_\_\_\_\_/-(in word Rupees \_\_\_\_\_ only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- 4) Amount of Rs.\_\_\_\_\_/-(in word Rupees \_\_\_\_\_ only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- 5) Amount of Rs.\_\_\_\_\_/-(in word Rupees \_\_\_\_\_ only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- 6) Amount of Rs.\_\_\_\_\_/-(in word Rupees \_\_\_\_\_ only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- 7) Amount of Rs.\_\_\_\_\_/-(in word Rupees \_\_\_\_\_ only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- 8) Balance Amount against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

**: 39 :**

**ANNEXURE-A**  
**FLOOR PLAN OF THE APARTMENT AS PRESCRIBED**

ANNEXURE-B  
LAYOUT PLAN

**: 41 :**

**ANNEXURE-C**

**(PHOTO COPY OF THE RERA REGISTRATION CERTIFICATE GRANTED BY  
AUTHORITY UNDER GUJRERA ACT, 2016.)**

ANNEXURE-D  
(SPECIFICATION AND AMENITIES FOR APARTMENT)

: 43 :

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

SIGNED SEALED AND DELIVERED ]

BY THE OWNER / PROMOTER: \_\_\_\_\_]

**M/s. Earth Developers,** ]

represented through its Authorised Partner : ]

**Mr. Dharmesh Chandulal Patel** ] \_\_\_\_\_

]

]

]

In the Presence of:-

1. \_\_\_\_\_

2. \_\_\_\_\_

**Schedule under sec. 32 (A) of The Registration Act :-**

**OWNER / PROMOTER**

M/s. Earth Developers,  
represented through its Authorised Partner :

(Mr. Dharmesh Chandulal Patel)

**ALLOTTEE**

( )