

AGREEMENT TO SELL
(WITHOUT POSSESSION)

Sub: Shop No./Office No. _____, on_____Floor, of the Commercial Scheme **“Venus V ONE”** to be developed on the non-agricultural land bearing Sub-Plot No. 2 out admeasuring 2064.36 Sq. Mts. (as per sanctioned plan) and admeasuring 2163 Sq. Mts. (as per 7/12 extract) forming part of Final Plot No. 19 admeasuring 10402 Sq. Mts. comprised in Town Planning Scheme No. 18 (Sarangpur) situate, lying and being at Mouje: Raj-Hirpur, Taluka: Maninagar, Registration District: Ahmedabad and Sub-District of Ahmedabad-7 (Odhav).

[RERA Registration No.:_____]
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This Agreement to Sell (“**this Agreement**” or “**the Agreement**”) is made at Ahmedabad on this _____ day of _____ in the Year Two Thousand and _____;

BY AND BETWEEN

M/S. VENUS PALM INFRASPACE LLP, [PAN No.: AAMFV 0527 F] [LLPIN No.: AAC-5719], a Limited Liability Partnership firm incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 1101-Venus Amadeus, Jodhpur Cross Road, Satellite Ahmedabad – 380015, Gujarat, hereinafter referred to as “**THE OWNER/PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its partner or partners for the time being constituting the Firm and their heirs, executors & administrators) of the **FIRST PART;**

AND

[If the Allottee/s is a HUF] _____ HUF (PAN NO.: _____) through its Karta and Manager Mr. _____, (Aadhar no. _____), (PAN _____) aged about _____, having its place of business / residence at _____, hereinafter referred to as “**the Allottee/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) **OF THE OTHER PART.**

[OR]

[If the Allottee/s is a company] _____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered Office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as “**the Allottee/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) **OF THE OTHER PART.**

[OR]

[If the Allottee/s is a Partnership] _____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its

authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as **“the Allottee/s”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) **OF THE OTHER PART.**

[OR]

[If the Allottee/s is an Individual] Mr. / Ms. _____, (PAN _____), (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, hereinafter called **“the Allottee/s”** (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 assigns) **OF THE OTHER PART;**

“The Promoter” and ‘Allottee” are hereinafter individually referred to as “Party” and collectively as “the Parties”.

IN THIS AGREEMENT unless the context otherwise requires:

1. words importing any gender include every gender;
2. words importing the singular number include the plural number and vice versa;
3. words importing persons include firms, companies and corporations and vice versa;
4. reference to numbered clauses and schedules are reference to the relevant clause in or schedule to this agreement;
5. reference in any schedule to this to numbered paragraphs relate to the numbered paragraphs of that schedule;
6. whereby any obligation is undertaken by two or more persons jointly they are to be jointly and severally liable in respect of that obligation;
7. any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
8. the heading to the clauses, schedules and paragraphs of this agreement shall not affect the interpretation;
9. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment.

WHEREAS M/s. Venus Palm Infraspac LLP i.e. the Owner/Promoter herein is entitled to all that pieces and parcel of non-agricultural land bearing Sub-Plot No. 2 admeasuring 2064.36 Sq. Mts.

(as per sanctioned plan) and admeasuring 2163 Sq. Mts. (as per 7/12 extract) forming part of Final Plot No. 19 admeasuring 10402 Sq. Mts. comprised in Town Planning Scheme No. 18 (Sarangpur) situate, lying and being at Mouje: Raj-Hirpur, Taluka: Maninagar, Registration District: Ahmedabad and Sub-District of Ahmedabad-7 (Odhav);

AND WHEREAS the Owner/Promoter proposes to utilize the said entire land for commercial purpose;

AND WHEREAS the Non-Agricultural Permission has been granted by District Collector, Ahmedabad for the land bearing Survey No. 5/1, 5/2 paiki comprised in T.P. No.18 given F.P. No.19 paiki admeasuring 9575 Sq. Yards equivalent to 8004.7 Sq. Mts. for commercial and multipurpose uses vide order dated 29/10/1977 bearing no. N.A.B./ JAMIN/ S.R./RAJPUR-HIRPUR/10477/77;

AND WHEREAS the Owner/Promoter is inter-alia engaged in the business of construction and has developed a commercial scheme to be known as **“Venus V ONE”** (hereinafter referred to as the **“Said Scheme/said Project”**) to be constructed on land bearing Sub-Plot No.2 admeasuring 2064.36 Sq. Mts. carved out of land admeasuring 2451 Sq. Mts. forming part of Final Plot No. 19 admeasuring 10402 Sq. Mts. comprised in Town Planning Scheme No. 18 (Sarangpur) situate, lying and being at Mouje: Raj-Hirpur, Taluka: Maninagar, Registration District: Ahmedabad and Sub-District of Ahmedabad-7 (Odhav) (hereinafter referred to as **“Project Land”**), more particularly described in **FIRST SCHEDULE** hereto;

AND WHEREAS the Owner/Promoter is in possession of the said Project Land and thus entitled and enjoined upon to develop the said Project Land;

AND WHEREAS the Development Plan/ Sanctioned Plan for the said commercial scheme has been approved by the Ahmedabad Municipal Corporation (**“Competent Authority”**) and that it has also granted Commencement Letter (Rajachithhi) by its order dated 26/09/2019 bearing no. 02555/220819/A2763/R0/M1 for construction of commercial units on the said land;

AND WHEREAS the Promoter has / may put up revised plans in respect of the said Scheme and has applied / may apply for revised development permission (revised rajachithhi), in respect thereof;

AND WHEREAS the Promoter has proposed to construct on the Project Land commercial units as per above referred Commencement Letter and sanctioned plans or any revisions thereto;

AND WHEREAS the Allottee is offered Shop/Office bearing number _____ on the _____ Floor, (hereinafter referred to as the said **“Shop/Office”**) of the Building called **“Venus V ONE”** (hereinafter referred to as the said **“Building”**) of the said Project, by the Promoter, more particularly described in the **SECOND SCHEDULE** written hereunder;

AND WHEREAS the said Shop/Office is shown as Shop/Office No. _____ of _____ in the approved plans and as Shop/Office No. _____ in the documents submitted for obtaining the registration certificate under RERA and that the Allottee has been given proper understanding in respect of the same and the Allottee does not have any dispute / objection in that respect;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Gujarat Real Estate Regulatory Authority vide registration no. _____, a copy of the RERA Registration Certificate is annexed hereto as **ANNEXURE A**;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Project Land and the plans, designs and specifications 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 as applicable for State of Gujarat made thereunder and the Allottee is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property Card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the Project Land on which the Shops/Offices are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect of the same and the Allottee shall not raise any dispute in future in that respect;

AND WHEREAS the authenticated copies of the plans of the layout as approved by the concerned Local Authority has been inspected by the Allottee;

AND WHEREAS the authenticated copies of the plans and specifications on the Shop/Office agreed to be purchased by the Allottee has been annexed and marked as **“ANNEXURE-B”**.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections of the said Building/s and shall obtain the balance approvals from

various authorities from time-to-time, such as Building Completion Certification or Occupancy Certificate of the said Building;

AND WHEREAS while sanctioning the said plans Ahmedabad Municipal Corporation has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the said Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building/s shall be granted by the concerned local authority;

AND WHEREAS the Promoter has accordingly commenced construction of the said Building/s in accordance with the said proposed plans;

AND WHEREAS the Allottee has applied to the Promoter for allotment of Shop/Office no. _____ on the _____ floor of the said Project;

AND WHEREAS the carpet area of the said Shop/Office is _____ square meters equivalent to approximately _____ square feet and “carpet area” means the net usable floor area of Shop/Office, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Shop/Office;

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 these presents the Allottee has paid to the Promoter a sum of Rs. _____/- [Rupees _____ Only], being part payment of the sale consideration of the Shop/Office agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee / booking amount (the payment and receipt whereof the Promoter both hereby admits and acknowledges) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS, under Section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of said Shop/Office with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

AND WHEREAS the current stage wise time schedule of completion of the Project as estimated and published by the Promoter has been inspected by the Allottee. Any changes to the estimated timeline of the stages in the construction schedule will be posted and shared with the Allottee, from time to time.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Shop/Office in accordance with the terms and conditions contained herein;

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

1. The Promoter shall construct the said Building/s consisting of commercial units 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 in respect of variations or modifications which may adversely affect the Shop/Office of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1 (a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Shop/Office No. _____ of carpet area admeasuring _____ square metres equivalent to approximately _____ square feet (for ease of reference and considering the prevailing market practice prior to implementation of RERA: Super built up area – _____ square meters equivalent to approximately _____ square feet) on _____ Floor with ____ sq meter balcony and ____ sq meter open terrace with ____ covered car parking (hereinafter referred to as **“the said Shop/Office”**), more particularly described in Second Schedule hereto, together with ____ sq meters proportionate undivided share in the Project Land, together with parking and together with the right to use Assets of Common Use / common areas / amenities for lump sum consideration of Rs. _____/- (Rupees _____ Only), hereinafter referred to as the **“total consideration”**, including consideration towards the Assets of Common Use and facilities appurtenant to the premises, the nature, extent and description of the Assets of Common Use are more particularly described in the **THIRD SCHEDULE** hereto. The Allottee hereby agrees that

the bifurcation towards the total consideration vis-à-vis the cost involved for the separate areas of the said Shop/Office has been explained and the Allottee confirms the same.

1 (b) The Allottee has paid on or before execution of this agreement a sum of Rs (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :-

- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs...../-(.....) (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.
- iii. Amount of Rs...../-(.....) (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.
- iv. Amount of Rs...../-(.....) (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.
- v. Amount of Rs...../-(.....) (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.
- vi. Amount of Rs...../-(.....) (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.
- vii. Amount of Rs...../-(.....) (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.

viii. Balance Amount of Rs...../- (.....) 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.

1(c) The total consideration as stated above excludes (i) AMC, torrent / electricity and legal charges (to be calculated at Rs._____-/- per square feet), (ii) intercom, DTH, Lease line or any other additional communication facilities, (iii) Maintenance deposit (to be calculated at the rate of Rs._____-/- per square feet), (iv) Estimated CAM charges (Rs. ____/- per square feet for months), (v) development charges / common area development charges at Rs._____-/- per Shop/Office, and (vi) taxes by whatever named called, assessed or imposed by municipal or other authorities, whether levied now or in future, in the said Project Land / Shop/Office (consisting of tax paid or payable by the Promoter by way of GST and cess 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 execution of Deed of Conveyance or handing over the possession of the said Shop/Office which shall be separately payable by the Allottee in the manner as may be decided by the Promoter irrespective of the fact that the Allottee has not been enjoying the benefit of the said Shop/Office. Further, if the aforesaid charges / expenses are paid by the Promoter, then the same shall be reimbursed to the Promoter by the Allottee on or before the date of execution of Deed of Conveyance. Further, till the time the said Shop/Office is individually assessed to property tax or any as aforesaid by the statutory authorities, the Allottee shall be liable to pay to the Promoter in proportion to the carpet area of the said Shop/Office.

1(d) The total consideration is escalation free, save and except escalations/increases, due to the 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 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, which shall only be applicable on subsequent payments.

- 1(e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three (3) percent. The total consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the prevailing SBI MCLR Base Rate + 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 the Allottee, the Promoter shall demand additional amount from the Allottee as per next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square metre as agreed in Clause 1(a) of this Agreement.
- 1(f) The Allottee 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 undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 1(g) If the Allottee proposes to obtain loan from any Financial Institution and if such loan is sanctioned, a revised payment plan may be drawn to adjust to requirement of Financial Institution, if it does not adversely affect the Promoter. The same shall be recorded in writing. If the loan is being disbursed in installments by the Financial Institution directly to the Promoter, the Promoter will be entitled to claim and receive such payment directly from the Financial Institution and the Allottee hereby gives his/her/its consent for the same. Provided that the Promoter shall always have first lien / charge on the Shop / Office for all their dues and other sums payable by the Allottee to Promoter. Provided further that the Allottee shall not be entitled to transfer the said Shop / Office during the subsistence of such charge and the Promoter shall also not permit transfer of the said Shop/Office until all the outstanding amounts/charges are paid and until No Objection Certificate is issued by such bank / financial institution with regard to the said Shop/Office.
- 1(h) The Parties have agreed and accepted that the consideration agreed upon is composite consideration. However, the Promoter for convenience, or required under the said Act, Rules, Regulations, policy and guidelines that may be framed thereunder, or for the

legal documentation work of transfer and vesting or otherwise, without prejudice to its composite character, may split the consideration under different heads, like construction, development, land, Assets of Common Use, amenities and the like as the Promoter may deem fit and proper.

2. 2.1 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 Ahmedabad Municipal Corporation at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Shop/Office to the Allottee, obtain from the concerned local authority Occupancy and/or Completion Certificate in respect of the Shop/Office.

2.2 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Shop/Office together with undivided proportionate share in the Project Land to the Allottee and the possession of undivided proportionate share in the Project Land and the Assets of Common Use to the Service Society after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the instalment 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) hereinabove. (“**Payment Plan**”).

3. The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the Project is **2064.36** square meters and the Promoter has planned to utilize Floor Space Index by availing of TDR or **3715.85** square meters of FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulation, which are applicable to the said Project. The Promoter has disclosed the proposed Floor Space Index **3701.61** square meters to be utilized by it on the Project land in the said Project and the Allottee has agreed to purchase the said Shop/Office based on the proposed construction and sale of units to be carried out by the Promoter by utilizing the proposed of FSI and on the understanding that the declared proposed FSI belongs to the promoter only.

4. 4.1 If the Promoter fails to abide by the time schedule for completing the Project and handing over the Shop/Office to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest at the prevailing SBI MCLR Base Rate + 2% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the prevailing SBI MCLR Base Rate + 2% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share or taxes levied by concerned local authority and other outgoings) and upon the Promoter serving 3 (three) notices for default of payment of instalments, the Promoter shall at its own option, may terminate this Agreement:
- 4.3 PROVIDED that, Promoter shall give notice of fifteen (15) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.
- 4.4 PROVIDED further that, upon termination of this Agreement as aforesaid, the Promoter, subject to the Promoter being able to re-book the said Shop/Office and secure new prospective allottee and receive from new prospective allottee total consideration of the said Shop/Office, shall refund to the Allottee the amount paid by him for towards allotment of the said shop/office after

adjusting/deducting upto 25% of the Consideration as liquidated damages as per sole discretion of the Promoter. Upon issuance of notice of termination, the Allottee will have no claim of any nature whatsoever against the Promoter or in respect of the Shop/Office and generally under this Agreement, save and except the amount to be refunded by the Promoter to the Allottee, if any, as above.

5. 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 Shop/Office as are set out in **ANNEXURE-“D”** annexed hereto.
6. The Promoter shall give possession of the Shop/Office to the Allottee on or before **30th June, 2021**. If the Promoter fails or neglects to give possession of the Shop/Office to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Shop/Office with interest at the same rate as may be mentioned in the clause 4.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

PROVIDED that the Promoter shall be entitled to reasonable extension for giving delivery of Shop/Office on the aforesaid date, if the completion of Building in which the Shop/Office is to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;
 - (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
7. If the construction of the Project is completed and Building Use Permission is obtained ahead of estimated schedule, the balance payment under this Agreement will become payable on Promoter's demand against possession to be given by the Promoter to Allottee as per clause 7.1, 7.2 and other applicable clauses of this Agreement and said Act.

7.1 Procedure for taking possession:-

- 7.1.1 Notwithstanding anything contained herein, the completion of sale and the possession shall take place only upon:

- (a) Completion of construction of the Said Building and/or the Said Shop/Office is ready for occupation;

- (b) Receipt of the Completion Certificate/ Occupation Certificate/ Part Occupation Certificate/ Building Use Permission as required to be obtained under prevailing law has been provided by competent authority;
- (c) Receipt of the Total Sale Consideration from the Allottee as set out in the Clause 1 of this agreement;
- (d) Receipt of other charges as mentioned in Clause 1 (c) hereto and all other amounts and deposits as may be fixed by The Promoter.
- (e) Execution and registration of the Sale Deed by affixing necessary stamp duty and payment of registration fee, legal charges, any other government charges and other incidental charges by the Allottee.

7.1.2 The ownership rights to the Said Shop/Office shall vest in the Allottee only after all the conditions for the completion of sale as set out in clause 7.1.1 are satisfied. The possession of the Said Shop/Office shall be handed over to the Allottee on acquiring the ownership rights to the Said Shop/Office.

7.1.3 The promoter upon completion of the construction of the said unit shall offer in writing the possession of the Shop/Office, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issuance of such notice and the Promoter shall give possession of the Shop/Office to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the CAM charges as determined by the Promoter or Service Society, as the case may be from the date of intimation to take possession. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the Occupancy Certificate of the Project.

7.1.4 The Allottee shall take possession of the Shop/Office within 15 (fifteen) days of the written notice from the Promoter to the Allottee intimating that the said Shop/Office is ready for use and occupancy.

7.1.5 The Promoter shall maintain the said Scheme for a period of 2 years from date of obtaining the Building Use Permission and thereafter the Promoter shall handover the affairs of maintenance of common amenities to the Service Society. The Allottee/s hereby agrees and undertakes that he/she/them shall not be entitled to seek information, accounts, explanation in relation to

maintenance period for which the maintenance has been paid by him/her/them.

- 7.1.6 The Allottee/s hereby agrees and undertakes to pay the amount of maintenance fixed by the Promoter from the date of the said Scheme obtains the Building Use Permission.

7.2 **Failure of Allottee to take Possession of Shop/Office:-**

Upon receiving a written intimation from the Promoter as per Clause 7.1, the Allottee shall take possession of the Shop/Office from the Promoter by executing necessary documentation as prescribed in this Agreement, and the Promoter shall give possession of the Shop/Office 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 CAM charges and such other expenses as may be applicable. In addition to the aforesaid, the Allottee shall further reimburse to the Promoter all such direct / indirect expenses / charges levied by the competent authority / government department due to failure on part of Allottee to take possession in due course.

- 7.3 If within a period of five (5) years from the date of handing over the Shop/Office to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Shop/Office or the Building in which the Shop/Office is 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, costs 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 : (a) which cannot be attributable to the Promoter / its agent or is otherwise beyond the reasonable control of the Promoter or (b) if such defects/ damage has occurred by act of negligence of Allottee including while carrying out any internal changes in the Shop/Office.

Further provided that, in case of such structural repairs, the Allottee shall, without any objection of any nature whatsoever, permit the Promoter and its agencies to enter the said Shop/Office for undertaking the necessary repairs. In the event, the Allottee raises any objection as aforesaid, then the Allottee shall be solely liable to undertake the necessary repairs at his / her own costs, charges and expenses and shall not have the right to raise any claim against the Promoter in that respect.

7.4. **Common Area Maintenance Charges:**

- 7.4.1. In addition to the aforesaid Maintenance Deposit, the Allottee shall pay to the nominated Maintenance Agency with effect from the date of intimation sent by Promoter of the Allottee for taking over possession of the said Shop/Office, the CAM charges (hereinafter referred to as the Common Area Maintenance) which shall be the actual cost of operation and maintenance + 20% thereof applicable for Normal Trading Hours (presently estimated at Rs. /- per sq. ft. per month plus GST thereon as applicable on the Carpet Area of the Shop/ Office).
- 7.4.2. The CAM charges shall include the charges towards the service relating to CAM (as defined) rendered by the Promoter and/or Service Society and respective appointed maintenance agency. On the Possession Date, the exact CAM charges shall be reworked in respect of the Said Shop/Office. Upon intimation of possession, two (2) years advance CAM charges shall be payable by the Allottee and thereafter the CAM charges shall be debited in advance every month by 7th of each English calendar month.
- 7.4.3. The Promoter / Service Society, as the case may be, shall provide the details/ breakup of the CAM charges to the Allottee. Provided, that, all decisions and determinations in this regard keeping in view the overall general interest of the said Project shall be final and binding on occupants of the said Project, including the Allottee. The CAM charges are liable to vary in case of any variation in resource supply costs such as diesel, electricity costs, minimum wages, statutory charges etc. at the time of start of operations or anytime thereafter and maybe revised at the sole discretion of the Promoter / Service Society, as the case may be or it's nominated Maintenance Agency. All such determination of the revision of CAM charges by the Promoter / Service Society, as the case may be, or the Maintenance Agency shall be final and binding on the Allottee.
- 7.4.4. The GST or any other associated taxes related to the service provided by the Maintenance Agency will be extra as applicable under laws and would be levied on the same as per actual cost and to be borne by the Allottee.
- 7.4.5. The aforesaid CAM charges are payable for the operations of 12 working hours on week days and 10 working hours on weekends ("Normal Trading Hours") subject to restrictions by Local Authorities/Governments and/or under the provisions of Shops & Establishment Act.
- 7.4.6 In case of any extra time required beyond normal business / trading hours i.e. 8 am to 10 pm, the Allottee shall give a prior intimation of

minimum 24 (twenty four) hours in advance to the Promoter/Maintenance Agency for such extra trading hours services. All decisions and determination with regard to time slot, as well as extra charges of the Promoter shall be binding on the Allottee. The calculation of extra CAM charges shall be made on the basis of minimum utilization of systems proportionately shared between the allottees utilizing the services at that given point in time after the Normal Trading Hours.

7.4.7 The Allottee shall use the Shop/Office or any part thereof or permit the same to be used only for purpose of carrying on the business, as defined in **Annexure "E"**. The Allottee shall use the parking space only for purpose of keeping or parking vehicle at the allotted space only.

7.4.8. The Allottee along with other allottee(s) of Shop/Office in the Building shall join in forming and registering the Co-operative Service Society 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 Co-operative Service Society and for becoming a member, including the bye-laws of the proposed Co-operative Service Society and duly fill in, sign and return to the Promoter within seven (7) 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.

8.1 Within (15) fifteen days of notice in writing given by the Promoter to the Allottee that the Shop/Office 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 Shop/Office) 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 and another expenses necessary and incidental to the management and maintenance of the Project Land and Building/s. Until the Co-operative Service Society 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

contribution as may be intimated by the Promoter towards the outgoings. 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 Co-operative Service Society as aforesaid.

8.2 The said Project shall be under the overall authority and control of the Promoter for matters concerning the Project and its common development, amenities, facilities, services, conveniences, utilities and common infrastructure, common open areas (hereinafter referred to as Assets of Common Use, more particularly described in Third Schedule), until the said Project is fully and finally complete, and handed over to the Co – operative Service Society (for the sake of brevity referred to as said Society). It is further agreed as under:

- i) The matters as regards the said Society or Association, relating to the Project and Assets of Common Use and to manage, maintain, control, regulate, renovate, upgrade, etc., the Assets of Common Use will be attended by the Promoter, by offering its services itself or through a group concern, so as to best serve the interest of the said Society or Association, subject to other provisions herein. The Promoter intends to offer such services for along term duration but shall have the option to withdraw the said services by giving 3 months written notice.
- ii) The Promoter may manage matters relating to the Assets of Common Use in collaboration with the said Society or Association, and in doing so may directly appoint employees or other external agencies on its payroll or on the payroll of the said Society to provide various services.
- iii) The Common Maintenance Expenses and Common Maintenance Deposit (if any) shall be managed, invested, used, utilized by the Promoter through the Said Society or Association, in the interest of the Said Society or Association, its members and maintenance of Assets of Common Use.
- iv) The Promoter may hire professional managers and/or management agency for supervision and management of the Assets of Common Use. Direct or pro-rata charges and overheads for such services will be payable by the Said Society or Association.
- v) The Promoter as agent and for and on behalf of and in the name of the Said Society will be entitled to attend all matters herein, including to attend / manage the financial transactions and the same shall be duly accounted for.
- vi) All the matters handled and attended by the Promoter herein will be at the cost, risk and consequences of the said Society and members of the Project. However, the Promoter will attend to the same with reasonable prudence and in the interest of the

- Said Society and its members. The Promoter will maintain proper records in handling and attending the aforesaid financial and other matters, and will keep the Said Society informed on an annual basis.
- vii) The Allottee, regularly without any delay or default, shall pay the Maintenance, Administrative and other Management deposits and charges fixed or that may be levied, charged or imposed by the said Society or the Promoter, as the case may be, from time to time. Without prejudice to the other rights and remedies of the Society provided under the bye-laws or otherwise available under the law, in case of regular or continuing delay or default in making such payments or part thereof, the Society may take appropriate action against the Allottee in accordance with law.
 - viii) The Promoter shall continue to hold the unsold inventory / units, however provided that the Promoter shall not be required to pay maintenance and other payments and related charges for any unsold units in the Scheme.
 - ix) The Promoter shall not be personally liable or responsible for any act, deed, matter done or omitted to be done by it in a bonafide manner. The Society and the Allottee shall indemnify and keep indemnified the Promoter and all other persons under it in respect of thereof.
 - x) All matters in respect of the aforesaid shall be duly recorded and audited by Chartered Accountant appointed by the Society or Association. All such accounts and records audited and certified by the Chartered Accountant shall be final, and thereafter the Promoter shall not be responsible/liable towards the Society and the members / Allottees.
9. 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 Shop/Office shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this Agreement.
10. The Allottee shall pay to the Promoter an amount as may be intimated by 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 Co-operative Service 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. The Allottee shall pay to the Promoter or it's agent an amount, which may be decided by the Promoter, towards

out of pocket expenses for the Registration of Agreement for sale and Sale Deed.

11. The Allottee agrees and understands that the Promoter shall convey and hand over the physical possession of the Project Land / Assets of Common Use to the the Society, as the case may be in accordance with the Act, Rules and Regulations formulated thereunder, other applicable law and as per any clarifications received from the Real Estate Regulatory Authority of Gujarat in respect of conveying the possession of Project Land / Assets of Common Use , from time to time. Under the provisions of the RERA Act, the Promoter may have to convey the said Project Land, Assets of Common Use and structure of the said Project to the said Co-operative Housing Society or Limited Company or Apex Body or Federation absolutely free of cost and that any tax liabilities arising thereat shall be borne by the said Co-operative Housing Society or Limited Company or Apex Body or Federation or Association. Further, 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, registration charges and any other government taxes that may be payable from time to time, by the said Co-operative Service Society 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.

12. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-**

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

- (i) The Promoter has clear and marketable title with respect to the Project Land; as declared in the Title Report inspected by the Allottee 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;
- (ii) 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;
- (iii) There are no encumbrances upon the Project Land or the Project except those disclosed in the Title Report or stated herein;
- (iv) There is no restrictive, preventive or adverse order (whether temporary or permanent) granted by any Court of Law with respect to the Project Land or Project;
- (v) 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 Assets of Common Use;

- (vi) 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 ;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person with respect to the Project Land, including the Project and the said Shop/Office which will, in any manner, alter / affect the rights of Allottee under this Agreement ;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Shop/Office to the Allottee in the manner contemplated in this Agreement ;
- (ix) At the time of execution of the conveyance deed in favour of the Allottee, the Promoter shall handover lawful, vacant, peaceful, physical possession of the proportionate undivided share in Project Land and possession of the Assets of Common Use to the Society;
- (x) The Promoter has provided vehicle parking spaces in the Project as per the applicable law. It is agreed between the parties that, upon handing over of the management to the Service Society, the Service Society shall prepare a layout plan and allot the parking slots to the Allottee. The Service Society shall therefore assume the overall responsibility to regulate the use of such parking spaces. The Allottee confirms to this arrangement and shall not raise any objections to the same.
- (xi) 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 till obtaining Completion Certificate / Building Use Certificate;
- (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 or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the Title Report.

13. **REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:-**

The Allottee/s or himself/themselves with an intention to bring all persons into whatsoever hands the Shop/Office may come, hereby covenants with the Promoter as follows:

- (i) To maintain the Shop/Office at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Shop/Office is taken and shall not do or cause to be done anything in or to the Building in which the Shop/Office 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 Shop/Office is situated and the Shop/Office itself or any part thereof without the consent of the local authorities, if required ;
- (ii) Not to store in the Shop/Office 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 Shop/Office 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 Shop/Office is situated, including entrances of the Building in which the Shop/Office is situated and in case any damage is caused to the Building in which the Shop/Office is situated or the Shop/Office on account or negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach ;
- (iii) To carry out at his/her own cost all internal repairs to the said Shop/Office and maintain the Shop/Office in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or cause to be done anything in or to the Building in which the Shop/Office is situated or the Shop/Office, 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 ;

- (iv) Not to demolish or cause to be demolished the Shop/Office 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 Shop/Office or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the Shop/Office is situated and shall keep the portion, sewers, drains and pipes in the Shop/Office and the appurtenance thereto in good and tenantable condition, and in particular, so as to support shelter and protect the other parts of the Building in which the Shop/Office is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC pardis or other structural supporters in the Shop/Office without the prior written permission of the Promoter and/or the Co-operative Service Society or Limited Company or Apex Body or Federation or Association. The Allottee agrees to comply with the placement requirements, specifications and type of air-conditioning outdoor units as may be determined by the Promoter. The Promoter has made external provisions for placing outdoor units for side or top discharge VRF (Variable refrigerant flow) AC units that would fit within the provided space. For top discharge units, a cowling will have to be provided. No other type of air-conditioning system will be permitted. All costs relating to air-conditioning and installation charges will be in scope of Allottee.
- (v) 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 Shop/Office is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. The Allottee shall insure and keep insured the said Shop/Office against loss or damage by fire, earthquake, riot, war, flood, civil commotion, act of God or all other risks to the full value thereof, and offer the insurance money to the Society for the repairs, rebuilding or reinstatement of the Said Shop / Office as may be required. The Promoter may obtain insurance for the development during the construction phase of the Project and after completion/handover of the Project, the Society, as per its discretion, may obtain insurance for the Building, super structure and other common infrastructure.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop/Office in the compound or any portion of the Project Land and the Building in which the Shop/Office is situated ;

- (vii) Pay to the Promoter within fifteen (15) 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 Shop/Office is situated;
- (viii) Use the said Shop/Office for the commercial purpose only and for no other purpose.
- (ix) The Allottee/s shall not use the said Shop/Office for purpose of any type of accommodation in form of hotel, dormitory, logging, restaurant, café, bakery, etc.
- (x) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement.
- (xi) The Allottee shall comply with, observe and perform all the rules and regulations, resolutions / circulars, which the Co-operative Service Society may form / 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 Shop/Office 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 Co-operative Service Society regarding the occupancy and use of the Shop/Office in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (xii) 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 and for the purpose of repairing, maintaining, re-building, cleaning, all services, drains, water and drainage pipes, cables, water covers, gutters, wires, satellite dish, telecommunication or equipment pertaining to common/shared services or other conveniences belonging to or servicing or used for the building/s and also for the purpose of laying down, maintaining, repairing, re-constructing and testing drainage, gas, water pipes and electric wires/other cables for Internet/TV and for similar or other purposes.
- (xiii) The ALLOTTEE shall not construct, erect or place any hedge, grill, barricade, fencing, glazing, shuttering, walling or any structure, obstacle, enclosure, lean-to, awning, roofing, canopy, advertising or other signage at/over/around in front of any doorways, entrances, windows, external walls,

verandah, open terrace, etc. of the said Shop/Office, or above/over/around any part or portion of the said Shop/Office, or the open terraces, stilt portions, driveways, pathways, parking spaces or gardens and Assets of Common Use / common areas of the Said Project Land with any barrier, whether of stone/cement/wood/metal, other than that originally provided and/or approved of by the PROMOTER;

- (xiv) The Allottee undertakes that he/she shall not or cause to be done upon the said Shop/Office, or upon the common spaces of the said Scheme or any part thereof, anything which maybe socially undesirable, or which may be or may become nuisance or create harm, danger, risk, hazard or annoyance or in any way interfere with the peace or comfort of the members of the said Project. The Allottee also undertake that they shall not carry out any offensive or prohibitive activities or business or commercial activity of any nature in the said Shop/Office or in any part of the said Scheme.
- (xv) Not to interfere with the rights of the Promoter to construct at such locations, as it may from time to time decide, any additional buildings/structures, sub-stations for electricity or Office for management and build underground and overhead tanks structure for watchman cabin toilet units for domestic watchmen/ staff toilets and other structures the locations of which are not particularly marked or shown in the building plans or layout plans and laying through or under or over the ground or any part thereof, pipelines, underground electric and telephone cables, water lines, gas lines, drainage lines, sewerage lines, water harvesting arrangements, tube well and other devices etc. belonging to or meant for any of the buildings and other structures which are to be developed and constructed by the Promoter and raise any dispute in the Court by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise;
- (xvi) Bear and pay future (i.e. after receiving the possession or Building Use permission whichever is earlier) applicable taxes/levies/cesses and/or any increase thereto including GST, Local Taxes, water charges, insurance, duties, cess and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, as and when demanded by the Promoter including but not restricted to service tax on sale of premises by the Promoter or on account of change of user of the Said Shop/Office by the Allottee;

- (xvii) Not to raise any requisition for further documents or objection to the title and/or the rights of the Promoter in relation to the larger property on any ground whatsoever;
- (xviii) The Allottee shall obtain permission of the Society to sell/transfer/lease/rent the said Shop/Office. The Society will be entitled to charge transfer related fees and demand additional contribution as may be fixed by the Society from time to time along with any applicable taxes such as GST, etc. Such permission will be granted subject to such rules and obligations as may be fixed by Society from time to time including and specifically related to permissible usage, payment of fees, charges, additional common maintenance, applicable GST, etc. Proper and complete details and identification of the persons to use the premises shall be given, whose background will be checked, verified and satisfied by the Promoter / Society before grant of permission.
- (xix) The Allottee will not use or permit to be used the said Shop/Office or any part thereof uses which the Promoter feels does not conform strictly to the objective/theme of the Project and which are defined in the “Rules for Permitted Use” defined in **Annexure “D”**.
- (xx) No civil changes will be permitted in the interior of the said Shop/Office without sufficient reason such as leakage or structural damage. The grant of permission to make civil changes will be at the sole discretion of the Promoter before handover and then with the Society.
- (xxi) Any work of interior decoration, furniture or design will be done only after obtaining permission from Society / Promoter. Such permission will be granted with such restrictions as may be imposed, like:
 - a) payment of fit – out deposit as may be levied, which will be refunded without interest if the work is carried out according to the rules and regulations prescribed by the Promoter/Society. Damage if any, caused in the project / building / Assets of Common Use will be deducted therefrom,
 - b) design of the work, if involves any change in civil work to be approved in writing prior to commencement of interior work,
 - c) lift will not be used for carrying materials, unless approved by the Society.
 - d) the work will be carried out during specified days/hours.
 - e) the names and details of the persons engaged in the work to be given,

- f) the estimated time for completion of work to be given and permission shall be granted for a specified period only,
- g) shall not throw or permit to be thrown or put any building material or debris/rubbish in any part of the building or compound or in the vicinity of Project.
- h) the work to be carried out in a manner without causing any nuisance, annoyance or damage to others.
- i) Any other rules / regulations formed by the Promoter / Service Society, as the case may in that respect
- xix) The Allottee shall not make any temporary or permanent change, modification or alteration in the location, of electricity meter, internal/common toilets, etc. and also of specifications and infrastructure and related paraphernalia nor make any additions or alterations in the structure of the building, nor do anything which may cause damage or which may weaken the structure of the building.
- xx) Any permitted work in the said Shop/Office will be carried out with good workmanship and quality under the help and advise of a professional or expert and by using proper tools.
- xxi) Any plumbing, electrical or civil work shall be carried through the agencies appointed by the Promoter / Society on payment of charges as may be fixed and finalized. No outside agency will be allowed without the express written permission of the Promoter / Society.
- xxii) In case of any leakage/ seepage in the flooring or toilet of the said Shop/Office, which is caused by/attribution to the Allottee, is causing damage to someone else's property or common property, the Allottee will cause to have it repaired at his/her/their own cost, through an agency appointed by the Promoter / Society. In the event the Allottee fails to undertake such repairs, then the Promoter / Society may undertake such repairs and for which the Allottee shall permit the Promoter / Society and/or its representatives to enter the said Shop/Office, without any protest or objection. The Allottee shall further reimburse all the costs and expenses incurred by the Promoter / Society in that respect.
- xxiii) The Promoter / Society will prepare layout plan for parking of cars and two-wheelers (covered and in open) in the compound, in the margins and basements. Such layout plan / allotment of parking spaces may be subject to further change from the Society, from time to time. Such parking space shall not be used for any purpose other than parking of private vehicles. The allotted parking space may be behind another parking space or part of mechanically operated multi-

tiered parking or may be open to sky parking space. Rules and regulations relating to parking by the allottees and visitors will be decided by the Promoter/Society and the same shall be binding upon the Allottee herein and other Allottees in the Scheme.

Facility of parking will be used subject to following Rules:

- a) RTO car registration number and details relating to P.U.C (Pollution under Control) Certificate may be needed to be given. Any change / re – issue shall be notified to Society, from time to time.
- b) This will entitle right to use the reserved parking for the purpose of parking of vehicle.
- c) The ownership of the parking will continue to be a part of the common infrastructure and facilities of the Scheme / Society and limited rights of use will be given to the Allottee.
- d) Reserved Parking will be used only for the purpose of parking private vehicles and for no other purpose whatsoever.
- e) Parking space shall not be covered with chain-link or in any other manner and shall always be kept open.
- f) Drive-way of the parking shall be kept clear and free, and shall not be obstructed under any circumstances whatsoever, nor shall any article, material or thing be put thereon or thereat.
- g) This facility of Reserved Parking will be attached to said Shop / Office and is intended to go along with transfer or transmission of the said Shop / Office as facility running with the premises. Reserved Parking shall not be separately heritable, transferable or assignable in any manner whatsoever, except running with the premises.
- h) Reserved Parking shall not be allowed to be used by any third party including any other holder of premises.
- i) The Reserved Parking holder shall not erect, construct or install any type of temporary or permanent board, signage or structure or furniture for storage of any material. Except parking of vehicle, no other material, including relating or referring to the vehicle shall be kept or stored at parking space.
- j) Parking of the vehicle will be at the risk and consequences of the premises holder and Society, and the management will not be responsible for any type of

- loss, damage, theft, etc. of the vehicle or relating thereto.
- k) Vehicles shall not parked overnight in the parking spaces of the said Scheme
 - l) Vehicles shall be operated without causing any damage, obstruction, or unnecessary noise in pollution. The parking will be used with care and caution, so as not to cause any harm, injury or damage to person, property and other vehicles.
 - m) Reserved Parking will be subject to such other terms, conditions and discipline that may be imposed from time to time, including as regards payment of Security Deposit, security or maintenance or administration or management charges.
 - n) Parking for visitors and guests will be decided as per the policy decided by the Society.
 - o) Such other parking policy formed by the Promoter / Service Society, as the case may be.
- xxiv) The Allottee shall be bound by such rules and regulations as may be framed by the Promoter / Society in the matter of use, occupation, enjoyment, maintenance, repair, reconstruction, interiors, renovation or replacement of common amenities, facilities and services.
- xxv) The Allottee will not use or permit to be used the common passages, stairs, staircases, or any other open areas, spaces, margin lands, etc. for waiting, storage or keeping any articles or in any other manner unless formally approved by the Promoter/ Society.
- xxvi) Assets of Common Use shall be used for the specific object and purpose attached to it or for which it is meant, and shall not be used for any other purpose. They shall be used by Allottee with due care, caution, safety, precaution, at their risk and consequences. Promoter / Society shall not be liable or responsible for any accident, mishap, harm, loss or damage to the person or property of the Allottee or others.
- xxvii) The Promoter / Society may at its sole option and discretion provide telecommunication facilities and other facilities of common use in the scheme. These facilities may be provided through any outside agency under contract or on such terms and conditions as may be finalised by the Promoter on behalf of the Allottee. Any agreement - arrangement that may be worked out and the terms and conditions thereof will also be binding upon the Allottee and other members in the scheme. The Allottee may use such facilities as per rates, terms and conditions as may be fixed by service provider(s) and agreed

- by the Promoter/Society. The Allottee will not be allowed to make individual provisions, which require access to common spaces or external façade of the building.
- xxviii) Notwithstanding other provisions contained herein, any arrangements worked out by the Promoter/ Society for or in the matters relating to parking, terrace/s (as may be applicable) and of the common amenities, facilities, services and infrastructure and Assets of Common Use of the project, Common Maintenance, the rules and regulations regarding use, occupation and enjoyment of the same, and to hold, use, utilize, handle, etc. of the Common Maintenance Deposit or future Maintenance Charges and other matters of common interest shall be binding upon the Allottee herein and other Allottees of the premises in the scheme.
- xxix) The Allottee/s hereby agrees that the Promoter shall at anytime even upon execution of these presents shall be entitled to change any terms/conditions mentioned in this Agreement and the Allottee/s shall not raise any objection in this regards in future. The change in the terms/conditions of the Agreement shall be construed as part of this Agreement.
14. 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 Co-operative Service Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Shop/Office and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Shop/Office hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircase, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.
16. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-**
The Promoter agrees that, after the Promoter executes this Agreement, the Promoter shall not further mortgage or create a charge on the said Shop/Office 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 said Shop/Office.
17. **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 (if required as per the applicable law) 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 the booking amount deposited by the Allottee or the total amount paid till date of cancellation, whichever is higher shall be forfeited by the Promoter upon receipt on full payment from the subsequent or new Allottee/s of the Shop/Office and the Allottee/s herein shall not raise any objections in that regard.

18. **ENTIRE AGREEMENT:-**

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

19. **RIGHT TO AMEND:-**

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

20. **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 Shop/Office in case of a transfer, as the said obligations go along with the Shop/Office for all intents and purposes.

21. **SEVERABILITY:-**

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

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

22. **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 Shop/Office to the total carpet area of all the Shop/Office in the Project.

23. **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 for any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

24. **PLACE OF EXECUTION:-**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Ahmedabad after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

25. The Allottee and/or Promoter shall present this Agreement as well as the Conveyance 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.

26. 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:

If to the Allottee: _____

Address: _____

Notified Email ID: _____

If to the Owner/Promoter: M/s. Venus Palm Infraspaces LLP

Kind Attn.: Mr. _____

Address: 1101, Venus Amadeus,
Jodhpur Crossroads, Opp. Gold Coin Complex
Satellite Road, Ahmedabad, Gujarat-380015

Notified Email 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.

27. **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 be considered as properly served on all the Allottees.

27.1 In case the Allottee is joint, the first named Allottee alone will be able to represent their interest and other joint Allottee shall not have any independent or separate voice/rights

27.2 All consents, confirmations etc. if and when required of the joint Allottee, the same shall be deemed to have been sufficiently given and received from the first of such joint Allottee. However, it has been agreed that for the purpose of the sale, mortgage, transfer, rent/lease/leave and license, etc. the signatures of all the joint Allottees shall be required.

27.3 Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Allottees. All notices, communications, etc. may be addressed by the Promoter to the first of such joint Allottee.

27.4 The Allottee inter-se shall not be entitled to subdivide the Said Shop /Office, the intent being the Said Shop /Office shall stand in the names of the joint Allottees as one single unit.

27.5 The joint Allottee/s shall not be entitled to transfer/assign their rights in the property individually before or after the allotment Shop/Office. Such jointly owned property shall always be sold as single unit only and no partition shall be permissible.

28. **STAMP DUTY AND REGISTRATION:-**

The charges towards Stamp Duty and Registration of this Agreement / Deed of Conveyance and any related documents shall be borne by the Allottee in full.

29. **DISPUTE RESOLUTION:-**

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably through mediation, the same shall be referred to Gujarat Real Estate Regulatory Authority, as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

30. **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 subject to clause 29 (Dispute Resolution), the Courts at Ahmedabad will have the exclusive jurisdiction for this Agreement.

31. **LANGUAGE OF AGREEMENT:-**

The Allottee/s do and each of them doth hereby confirm that they have understood the contents of this Agreement through his/her/their respective Legal Advisor/Advocate in Gujarati/Hindi and/or any other vernacular language and shall not raise any objection to the usage and understating in English language in this Agreement at any stage.

IN WITNESS WHEREOF Parties here-in-above named have set their respective hands and signed this Agreement to Sell at Ahmedabad in the presence of attesting Witness, signing as such on the day first above written.

FIRST SCHEDULE

(Description of the land)

All that piece and parcel of non-agricultural land bearing Sub-Plot No. 2 admeasuring 2064.36 Sq. Mts. (as per sanctioned plan) and admeasuring 2163 Sq. Mts. (as per 7/12 extract) forming part of Final Plot No. 19 admeasuring 10402 Sq. Mts. comprised in Town Planning Scheme No. 18 (Sarangpur) situate, lying and being at Mouje: Raj-Hirpur, Taluka: Maninagar, Registration District: Ahmedabad and Sub-District of Ahmedabad-7 (Odhav), the said land is bounded as follows:-

On or towards East	:	Final Plot No. 19 paiki
On or towards West	:	Land of Bhavanipura of Village Raghunathpura
On or towards North	:	Final Plot No. 19 paiki and T.P. Road
On or towards South	:	Final Plot No. 19 paiki

SECOND SCHEDULE

(Description of the Shop/ Office)

All that Commercial premises being **Shop/Office No.** _____
admeasuring approximately _____ **square meter** i.e. _____
square feet (carpet area) on the _____ **Floor** constructed on the said
Project land, together with proportionate undivided share in the said
Project Land and together with the right to use common amenities in the
scheme known as “**Venus V ONE**” being constructed on the non-
agricultural land described in the FIRST SCHEDULE, bounded as follows:
On or towards East :
On or towards West :
On or towards North :
On or towards South :

THIRD SCHEDULE

ASSETS OF COMMON USE

1. The common amenities, facilities and services are like :
 - Ground Floor and 2 levels of Basement Parking
 - Standard security system with CCTV surveillance
 - Fire Safety System
 - Water Supply
 - Under ground water tank
 - Elevators and Staircases
 - All other additions made for Common use

The same may be revised, upgraded, renovated, added,
omitted, etc. (Hereinafter referred to as the “Assets of
Common Use”).
2. Assets of Common Use will be allowed to be used by all Allottees.
The same may be allowed to be used by their guest or tenant and
tenant’s staff as per such rules and regulations as may be framed
from time to time.
3. The Assets of Common Use shall be used with due care and caution,
and each facility for the purpose for which it is meant and without
causing any loss or damage to the same and without causing any
nuisance to the others.
4. The Allottees shall cooperate as the nature and circumstances may
require to maintain and keep the Project clean and in good
condition.

- 5. Necessary provision will be made by the Society for safety, security and protection of the Assets of Common Use. The Allottees shall extend all co-operation to the security staff, and shall follow instructions and rules in relation thereto. In case of disregard or disobedience, Allottees will not be allowed any access or use to any of the Assets of Common Use.

- 6. Common entrance to the Project / Buildings will be provided with security personnel, and the entry and exit will be managed and controlled by security staff as the nature and circumstances may require for proper, safety, security and protection, including entry on production of ID, maintenance of visitors book, signing of register, to keep the gate open during specified hours and allow access on verification of proper identity. The Allottees and their visitors shall co-operate the security staff.

- 7. Assets of Common Use shall be used by the Allottee, staff and guests with due care, caution, and each facility for the purpose for which it is meant and without causing any loss or damage to the same and without causing any nuisance or annoyance to others.

SIGNED, SEALED & DELIVERED BY
THE WITHINNAMED
(THE OWNER/PROMOTER)

M/S. VENUS PALM INFRASPACE LLP
Through its authorized signatory
MR. _____

IN THE PRESENCE OF:

1. Name : _____ 2. Name: _____

Signature: _____ Signature: _____

Preliminary Draft for Discussion Only

ANNEXURE – A
(RERA REGISTRATION CERTIFICATE)

Preliminary Draft for Discussion Only

ANNEXURE-B

(Authenticated copies of the plan and specifications of the Shop/Office
agreed to be purchased by the Allottee as approved by the concerned
local authority)

ANNEXURE - C
PAYMENT DETAILS

PAYMENT DETAILS OF AMOUNT PAID:-

Cheque / NEFT No.	Drawn on	Cheque/ NEFT Date	Considerati on Amount	GST Amou nt	Total Considerati on Including GST
		Total			

ANNEXURE-D
(Specifications and amenities for the Shop/Office)

Wall Finishes	Wall finish	Ready to paint with putty finish
Doors and Windows	Windows Main Door	Rolling Shutter/Glass Door
	Internal Doors	Standard Flush Door/Standard Hardware Fittings
	Window	Anodized Aluminum window
Flooring	Flooring	Vitrified tiles in flooring Granite/Stone flooring in staircase Granite/Vitrified/Stone in corridors & passages China mosaic with water proofing treatment on terraces
Plumbing Fixtures	Bathroom / Toilets	Vitrified tiles in flooring and Dado Concealed plumbing with standard quality sanitary ware and CP fittings
Electrical Fixtures	Fittings	As per standard ISI Specifications
Paints	Inside	Smooth plaster finish on all walls
	External	Texture plaster coated with paint Paint on all Grills/Railings
Elevators	Elevators	Standard quality elevator
Water Proofing	Water Proofing	Waterproofing in all toilets & terrace area
Please Note:	Designs and images shown in the brochures and marketing and sales materials are representative architectural images which can vary to certain extent depending upon technical and architectural requirements.	

ANNEXURE-E
THE GENERAL RULES OF THE PROJECT

Rules for Permitted Use:

The Office and retail buildings are conceptualized by the Promoter for specified types of use and the Allottee will not be permitted to use the premises for any other purpose. The Promoter's rules with respect to permitted uses will be binding on the Allottees, future transferees and the society when formed.

Offices in Project:

An Office shall be used only as a place of business where clerical, or professional activities are conducted for non-manual work but shall not include for:

- (a) Office or display center, medical practice/consulting, place of worship, storage/go-down, teaching facility, Office for political party, guest house, call center, production of goods or any kind of industry, hotel / motel business or any foodservice related business; and
- (b) Any other areas of activities not falling within the concept decided by the Promoter and/or any other field of business / profession which may cause major public inflow or abnormal vehicular traffic or otherwise cause disturbance to the neighboring Offices.

Retail Shops:

A retail space is a place used for selling consumer goods. The Retail shops in the project is specifically designed for the retail of (1) food such as restaurants, bakeries, cafes etc., (2) products related to lifestyle which may include clothing, accessories, furniture, houseware, jewellery, footwear, watches, art, crafts, etc. (3) services for gymnasium, Information Technology, Office communications/conferencing, etc. and such other uses which are approved by the Promoter/Society.

Restaurants/cafes will be permitted in certain designated units within the Retail Plaza which meet the following conditions:

- A restaurant which has an offsite central kitchen where bulk cooking is carried out and the outlet is mainly used as a finishing kitchen and food service.
- The restaurant/cafe will be required to strictly maintain hygiene in and around their premises, use designated space provided to store garbage, carry out periodic pest control and use the service area for receiving goods.
- An exhaust system which has scrubbers to remove odour will be installed as per specifications of the Promoter/Society. The exhaust ducts will have to be regularly cleaned.

- The delivery/removal of goods from the Premises and goods carrying vehicles will be permitted only during certain hours as may be decided by the Promoter/Society.

General:

The designed occupancy for Office space is 1 person for every 100 sq ft of carpet area. The Promoter/Society may allow higher occupancy based on special request and subject to additional conditions.

The normal working hours for Office space will be from 8am to 10pm - 7 days a week. The Promoter/Society may allow extended timing based on special request and subject to additional conditions.

Any proposed use, which is not specifically mentioned above, shall be subject to approval by the Promoter/Society and their decision in this regard will be binding on the Allottees and future transferees.

These rules regarding Permitted Uses may be modified, added or altered by Society / Promoter as it may decide from time to time.

Preliminary Draft for Discussion Only

Received of and from the Allottee above named the sum of Rs_____/-
(Rupees_____) plus applicable GST on execution
of this Agreement towards Earnest Money Deposit or application fee

I say received.

(The Promoter)

M/S. VENUS PALM INFRASPACE LLP

Through its authorized signatory

Mr. _____

SCHEDULE UNDER SECTION 32(A) OF THE REGISTRATION ACT,
1908
SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF
THE PROMOTER

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>
M/s. VENUS PALM INFRASPACE LLP through its authorized signatory Mr.		

SIGNATURE, PHOTOGRAPH & THUMB IMPRESSION OF
THE ALLOTTEE

<u>NAME & SIGNATURE</u>	<u>PHOTOGRAPH</u>	<u>THUMB IMPRESSION</u>