

AGREEMENT FOR SALE
(WITHOUT POSSESSION)

Agreement in respect of sale of immovable property bearing **Flat No.**_____ on the _____ floor of _____ **Block** in **ANANT SKY** scheme situated at Mouje Ranip, Taluka Sabarmati, the Registration District and Sub District of Ahmedabad.

This Agreement is made at Ahmedabad on this ____ day of _____ between **NILA INFRASTRUCTURES LTD**, PAN. No.**AAACN5059K** and GST no. **24AAACN5059K1ZD** having office at, 1st Floor, SAMBHAAV House, Opp. Chief Justice Bungalow, Bodakdev, Ahmedabad – 380015. Through its Authorized Signatory MR. _____ Age _____ hereinafter called “**First Party**”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its present and future Directors, administrations, authorized signatories and assigns of the **First Party**)

AND

Allottee **Name** **Mr./Mrs** _____ (PAN
NO. _____ and Adhar No. _____, & **Mr.**
Mrs. _____ (PAN _____ and Adhar

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No. _____) respectively Residing at _____, &

Email Id:- _____ hereinafter called '**second Party**' or '**Party of Second Part**' or The '**Allottee**' which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include in case of individual/s his/her/their heir/s, executor/s, administrator/s and assign/s, in case of HUF, coparcener/s, member/s for the time being and from time to time of the said HUF and their heirs, executors, administrators and assigns/in case of proprietary firm, its Sole proprietor, his heirs, executors, administrators, successors and assigns/in case of Partnership firm, partner/s for the time being and from time to time of the said firm and their heirs, executors, administrators and assigns and in case of Company its Successors and assigns of other part.

WHEREAS

(A) All that piece and parcel of immovable property being non-agricultural land bearing Final Plot No.1 of TPS No.3 (Ranip), Ahmedabad admeasuring 7792 Sq. Mt. comprise of Survey No.375 Paiki lying and being at Mouje Ranip, Taluka Sabarmati, Registration District of Ahmedabad and Sub District of Ahmedabad-2 (Vadaj) together with right to use the road and other rights appertaining and attached thereto, more particularly described in the schedule written herein under is owned, occupied and possessed by the First Party and the same is standing in its name in the records of revenue and all other government and semi-government and local authorities. Herein after in this Deed for the sake of brevity referred to as the "Said Land".

(B) Ashok Kaluji Vaghela and Minakshiben Kaluji Vaghela were the owner of the Agricultural land of Survey No.373 admeasuring 25799 Sq. Mt. Out of the said land 12433 Sq. Mt. was included in Town Planning Scheme No.3

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(Ranip), Ahmedabad and was allotted Final Plot No.1 admeasuring 7792 Sq. Mt. and the remaining land of Survey No.375 was included in Town Planning Scheme No.1 (Ranip), Ahmedabad.

(C) Originally the survey no.375 was of New and Impartible Tenure. The District Collector, Ahmedabad has granted permission for conversion of the said Final Plot No.1 admeasuring 7792 Sq. mt. into old tenure for Residential Non-Agricultural Use, vide order No. *સીબી/સીટીએસ-૨/ન.શ./પ્રિમિયમ/રાણીપ/સ.નં./બ્લોક નં.૩૭૫/એસઆર-૧૪૨૮/૨૦૧૨-૧૩/ E.W.M.S.N.O - ૧૬૧૩* dated 26/10/2015. dated 26/10/2015.

(D) Thereafter, the District Collector, Ahmedabad granted Residential Non-Agricultural Use permission for 7292 Sq. Mt. and Commercial Non-Agricultural Use Permission for 500 Sq. Mt. vide his order No. *સીબી/એડીએમ/ત.બિ.ખે./તક્કાલ/ક-૬૫એસ.આર.૬૩/૨૦૧૬* dated 11-03-2016.

(E) Thereafter, the First Party has purchased the said land admeasuring 7792 Sq. Mt. bearing Final Plot No.1 of Town Planning Scheme No.3 (Ranip) comprise of Survey No.375 Paiki lying and being at Mouje Ranip, Taluka Sabarmati, Registration District of Ahmedabad and Sub District of Ahmedabad-2 (Vadaj) from Ashok Kaluji Vaghela and Minakshiben Kaluji Vaghela vide Sale Deed registered under Serial No. 16356 before the Sub Registrar Ahmedabad-2 (Vadaj) on 09-11-2017 and is seized and possessed of and otherwise well and sufficiently entitled to all that piece or parcel of the Said Land.

(F) The NILA INFRASTRUCTURES LTD (Promoter) is seized and possessed of and otherwise well and sufficiently entitled to all that piece or parcel of Freehold Non-Agriculture Land bearing Final Plot No. 01 admeasuring 7792.00 sq.mts. of Town Planning Scheme No. 03 in Ranip Taluka

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Sabarmati in Registration District and Sub- District Ahmedabad which land is hereinafter referred as "the said land" more particularly described in Schedule-A hereunder written.

- (G) Thereafter the **NILA INFRASTRUCTURES LTD** (Promoter) has purchased the said land bearing Final Plot No. **1 (Old Survey No.375/P)** admeasuring **7792.00** sq.mts. of Town Planning Scheme No. **03** in Ranip Taluka Sabarmati in Registration District and Sub- District Ahmedabad-2 (Vadaj), hereinafter referred as "the said land" more particularly described in **Schedule-A** hereunder written, from Mr. Ashok Kaluji Vaghela & Mrs. Minakshiben Ashok vide Sale Deed Registered under Serial No.16356 dated 09/11/2017 in the Office of the Sub Registrar Ahmedabad-2 (Vadaj).
- (H) The **NILA INFRASTRUCTURES LTD** (Promoter) is seized and possessed of and otherwise well and sufficiently entitled to all that piece or parcel of the Said Land.

AND WHEREAS:

The Promoter proposes to develop a Residential and Commercial & scheme known as "**ANANT SKY**" ("Project") and more particularly consisting of **460 flats 10 shops**.

- (I) The Promoter has put up Residential and Commercial Project named and known as "**ANANT SKY**" on the final plot area of the said land. The permission from Ahmedabad Municipal Corporation Authority (AMC) has given permission for the construction on the said land Wide **Case No. A+B Block BLNTS/ WZ/ 220816/ GDR/ A7031/ R1/ M1 And Rajachitthi No. 10095/ 220816/ A7031/ R1/ M1 AND C+D+E+F Block BHNTI/WZ/260416/GDR/A6326/R1/M1 And Rajachitthi No. 10093/ 260416/ A6326/ R1/ M1 G+H Block BHNTS / WZ / 220816 / GDR / A7030 / R1/ M1 And Rajachitthi No.**

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10094/220816/A7030 / R1/M1 Dated 17/03/2018, The Promoter has provided parking on Hollow Plinth & Basement for two wheelers to be used in common.

- (J) The non-agricultural use permission for the said land for Residential and Commercial and Commercial purpose is granted by _____ Collector, Ahmedabad by order No. _____ **dated** _____.
- (K) The Title Clearance Certificate with report of the Title for the said Land has been obtained from **Gruh Finance N K Khare & Company** of Ahmedabad and prior to the execution of this Agreement, the "Allottee" has/have examined and satisfied himself /herself/themselves/itself about the title of the said land and the "Allottee" has accepted the same fully and unconditionally and the second party has no requisition or doubt about it.
- (L) The Promoter obtained sanction/approval of the final layout plans for the Project from Ahmedabad Municipal Corporation and accordingly the Promoter had commenced the work of construction and development of the Project;
- (M) The Promoter also procured necessary 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;
- (N) While developing the Project, the Promoter has observed and performed the terms, conditions, stipulations and restrictions laid down by the concerned local authority, municipal corporation and/or Government while sanctioning/approving the lay-out plans.

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(O) The 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 under the Registration No. _____, dtd. _____.2017;

(P) By virtue of Promoter, the Promoter has the sole and exclusive right to sell the Flat of the Project constructed upon the Said Land and to enter into agreement(s) with the allottee(s) of the Flat and to receive the sale consideration in respect thereof;

(Q) The Promoter has offered all the facilities for inspection of documents and records and the "Allottee" has verified / got verified the title of the Promoter of the Promoter to the said land have also taken inspection of the development permission, N.A. permissions and building plans and also Engineer's and Architect's plans and specifications of the aforesaid project and has obtained all clarifications about the project/scheme and specifications and after having been fully satisfied himself/herself/themselves/itself about it, has/have decided to purchase the property bearing **Flat** - _____ on the _____ floor, admeasuring _____ Sq.mts. **Carpet area**, Balcony / Wash having area _____ Sq.Mtr, Open & Attached Terrace Area _____ Sq.Mtr totaling carpet area----- sq.mtrs in _____ **Block** together With Proportionate Share in Common Amenities & Facilities _____ Sq.Mtr, together with proportionate undivided and impartible share to the extent of _____ sq.mtr. in said land together with rights of joint ownership and use in common with others in common amenities and facilities to be provided in the aforesaid project hereinafter collectively referred to as "the said property" more particularly described in the **Schedule-B** hereunder written.

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Rs._____.00	Rupees _____ only paid by the Allottee to the Promoter by Cheque No._____, dtd.____.____.2017 drawn on _____ Bank, _____ Br., _____.
Rs._____.00	Rupees _____ Only.

*** Subject to Realization.**

(R) The carpet area of the constructed Flatis _____ **square meters** and "carpet area" means the net usable floor of a Unit, excluding the area covered by the external walls, areas under service shafts but includes the area covered by the internal partition walls of "the Unit".

(S) At the request of the Allottee, the 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 Promoter's Architects **99 Studio** and of such other documents as are specified under the Act and Rules and Regulations made thereunder and the Allottee is satisfied with the same;

(T) The authenticated copies of Certificate of Title issued by Attorney at Law or Advocate of the Promoter, Property Card, Extract of Village Forms VI, VII and XII and other relevant revenue records showing the nature of the title of the Promoters to the Said Land on which the Project is The authenticated copies of lay-out plans sanctioned / approved by the local authority, municipal corporation and/or Government have also been inspected by the Allottee.

(U) Prior to the execution of this Agreement, the Allottee has paid to the Promoter a sum of **Rs.....00 (Rupees:only)**, being part payment of the sale consideration of The Unit agreed to be sold

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by the Promoter to the Allottee as advance payment or Application Fee, the payment and receipt whereof the Promoter doth hereby admit and acknowledge, and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

(V) 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.

(W) 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 [Flat] as specified in the **Schedule-B**.

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 Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase, Flat-_____ on the _____ floor, admeasuring _____ Sq.mts. Carpet area, Balcony / Wash having area ____Sq.Mtr, Open & Attached Terrace Area ____Sq.Mtr totaling carpet area----- sq.mtrs in Block _____ and Proportionate Share in Common Amenities & Facilities_____ Sq.Mtr, together with proportionate undivided and impartible share to the extent of _____ sq.mtr. in said land without any right of future FSI, if any on this land which is retained by and to be utilized by the Promoter together with rights of joint Ownership and use in common with others in

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common amenities and facilities to be provided in the aforesaid project known as "**ANANT SKY**" 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);

1.2 The consideration for the Unit is agreed at **Rs._____00 (Rupees _____ only)** (hereinafter referred to as "the **Total Price**") being the price of The Unit and proportionate price of the common areas, price of the exclusive balconies/wash area forming part of The Unit and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities, more particularly described in the Second Schedule annexed herewith, The break-up of the consideration is as under :

Block_____, FlatNo. ____ Carpet Area : ____ sq. Mtr. Balcony/ Wash Carpet Area : ____ sq. Mtr. Open & Attached Terrace Carpet Area : ____ sq. Mtr Total----- Sq.Mtr and Proportionate share in Common amenities--- sq.mtr	Cost of unit Rs._____00 (in words _____ _____ Only).
Total	Rs._____00 (in words Rupees _____ _____ Only).

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Unit;;
- (ii) The Total Price above excludes Taxes (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 the Project payable by the Promoter) up to the date of handing over the possession of The Unit;
- (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, Torrent Power Ltd. – AMC – Legal charges, 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 Flat includes: 1) 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 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 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 a sum of Rs._____.00 (Rupees_____only) as booking amount/ advance amount, at the time of application the payment and receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of The Unit as per the time schedule set out in Schedule-C (hereinafter referred to as "the Payment Plan") and as may be demanded by the Promoter within the time and in the manner specified therein:

1.05 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 building use permission is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation

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by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made on prorated basis as agreed in Clause 1.2 of this Agreement.

The promoter may allow in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments by 12% rate per annum for the period by which respective instalments has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an allottee by the promoter.

- 1.06 A. It is hereby agreed by each and every Allottee of the different Units that each and every Allottee including Allottee in whose name the said **FlatNo.** ____ agreed to sale of the said project shall deposit a sum of **Rs.** _____ as a maintenance contribution/expenses (Pass Through Amount) in advance before execution and registration of deed of conveyance over & above the Consideration of the Unit towards common maintenance of scheme for two years along with the payment of last installments of the Consideration of the said property. The said amount received from all Allottees will be utilized towards maintenance and up keeping of the said entire scheme during the period of two years after building use permission. All "Allottee" are requested to note that they will be charged maintenance charges irrespective of his utilization or unutilization of common amenities, service. Maintenance

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expenses will be done by any agency or association deem fit by the promoter.

B. It is hereby also agreed by the Allottee that he/she/it/they shall pay a further sum of **Rs.**_____ as a Maintenance Deposit as may be directed/decided by Promoter along with the payment of last installments of the price consideration of the said Unit.

C. It is hereby agreed by the Promoter that they shall Pay the sum of **RS.** _____ as Maintenance Deposit referred above in sub-Para B above to the service Society after two years who in turn shall invest all the said amounts in the Securities which may include fixed deposit with any Bank, Financial Institutions, Government etc. and from the income/interest that may be earned there from shall be utilized towards Common Maintenance and other expenses to be incurred in the Scheme. Allottee hereby also agrees to contribute such additional amounts in future to such an extent; as such income is not sufficient for the purpose as may be fixed by Promoter/developer/service society. This additional maintenance contribution as may be decided from time to time by the proposed service society. This contribution shall be utilized by the proposed service society towards common expenses, maintenance & other expenses incurred by the proposed service society. This contribution shall be non-refundable contribution. It is to be noted that this proposed service society will be form for the convenience of the different Allottee of the different units in this project of “**ANANT SKY**” for the easy maintenance of the common undivided area and amenities.

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The proposed Residential and Commercial and Commercial service society will allot demarked parking to the allottee of residential units.

The proposed commercial service society Will decide to park commercial Unit vehicles as commercial society deem fit.

1.07 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **7792.00** square meters only and Promoter has planned to utilize Floor Space Index of _____sq. mtrs. Promoter may construct more units & use more heights, by availing TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future or current on modification to Development Control Regulations, which are applicable to the said Project.

1.08 It is expressly agreed that the Allottee shall not have any right to Future F.S.I. available for the Project and the Allottee either himself or through Association / service society to Allottees shall not be entitled to use the said Future F.S.I. or any part thereof for any purpose whatsoever and whereas the Promoter / Promoter or its assigns or transferees reserves the right to use that future F.S.I. rights to utilize the same in a manner as and when (even after handing over of the possession of the units to the concerned Allottee/s) they deem fit at their own discretion without asking for any approval from the Allottee/s or its assigns or transferees shall be entitled to utilize the said Future F.S.I. on such terms & conditions as the Promoter / Promoter or its assigns or transferees deem fit and the income thereof shall be of the Promoter / Promoter's or its assigns' or transferees'. And for any of the above referred activity initiated by the Promoter / Promoter or its assigns or transferees / Allottee/s shall not raise any objection for the same and the Promoter /

Promoter or its assigns or transferees are not required to obtain any permission prior to initiating any such activity.

1.09 Subject to Clause 10.3 the Promoter agrees and acknowledges, the Allottee shall have the right to The Unit as mentioned below:

- (i) The Allottee shall have exclusive Ownership of The Unit;
- (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 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 Unit includes recovery of price of land, construction of Unit and the Common Areas, internal development charges, external development charges, 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 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.

- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of The Unit to the Allottee, 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 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 Unit to the Allottees, the 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 Clause of price of loan.

2. MODE OF PAYMENT

2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the 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 **NILA INFRASTRUCTURES LTD. A/C No. _____ with _____ Bank,.** GST No. _____ Only upon payment in such manner as is set out herein, shall the said payment be binding on the Promoter and shall entitle the Allottee to cause the Promoter to join the Developer for execution of sale deed of the said Unit upon completion of the said Unit and payment of all amounts payable by

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the Allottee as per this agreement 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 amounts paid as above and payable towards the consideration including legal fee, late payment charges, and any other payment by whatever name called (except Pass Through Taxes and Pass Through Amount which shall be paid as may be directed by the Promoter) shall be paid in the name of **NILA INFRASTRUCTURES LTD. A/C No. _____ with _____ Bank**, Only upon payment in such manner as is set out herein, shall the said payment be binding on the Promoter and shall entitle the Allottee to cause the Promoter to join the Developer for execution of sale deed of the said Unit upon completion of the said Unit and payment of all amounts payable by the Allottee as per this agreement.
- 2.3 It is further agreed by and between the Parties that payment of installments on due dates shall have direct relevance with the stage of construction of the said Unit and the payment of installments on it's due dates shall not be delayed or postponed by the Allottee for any reason or cause whatsoever. The Allottee shall however deduct tax at source ("**TDS**") from the Consideration amount as required by the extant provisions of law. The Allottee shall pay the TDS to the government and shall forthwith deliver the relevant TDS certificate relating to each payment as per the provision of Income Tax Act, 1961. It is clarified that the TDS certificate shall be issued in the name of the Promoter inter alia by citing the PAN no. of the Promoter. The Promoter alone shall take credit for the said TDS so that the Promoter's share from the Escrow Account as set

out in the said Development Agreement shall be paid out to the Promoter without any deduction in respect of the said TDS or otherwise.

- 2.4 The Allottee agrees to pay to the Promoter, interest at the rate of 18% 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 to the Promoter. Provided however that nothing contained in this clause, shall affect the right of the 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.
- 2.5 If the Allottee wants to purchase the said Unit on loan from a bank or financial institution then NOC will be provided by the Developer and the Promoter jointly on payment of minimum 20% of the Consideration of the said Unit.

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 Promoter with such permission, approvals which would enable the 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 Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the Residential and Commercial and Commercial 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 Promoter immediately and comply with necessary formalities if any under the applicable laws. The 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 Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

- 4.1 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.

5. TIME IS ESSENCE

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 Flat/Shop to the Allottee and the common areas to the association of the Allottees after receiving the building use permission or the completion certificate or both, 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 Promoter as provided in **Schedule-C ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/ UNIT

- 6.1 The Allottee has seen the specifications of the Unit 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 Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FSI and density norms and provisions prescribed by the G.D.C.R.
- 6.2 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of The Unit to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of The Unit.
- 6.3 It is agreed that the 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 Unit, as the case may be, without the previous written consent of the Allottee. Provided that the 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.

7. POSSESSION OF THE UNIT

- 7.1 **Schedule for possession of the said Unit:** The Promoter agrees and understands that timely delivery of possession of The Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Unit on or before 01/05/2021 (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 Promoter shall be entitled to reasonable extension of time for delivery of possession of The Unit, provided that such Force Majeure conditions are not 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 Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 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 Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.3 In the event the Promoter fails to abide by the time schedule for completing the project and does not hand over the possession of The Unit to the Allottee by the scheduled date of possession, the Promoter shall pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 18% 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 Promoter, upon obtaining the B.U. 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 15 (Fifteen days from the date of issue of such written notice and the Promoter shall give possession of The Unit to the Allottee. The 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 Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within Fifteen (15) days of receiving the B. U. Permission of the Project.
- 7.5 The Allottee shall take possession of The Unit within 15 days of the written notice from the Promoter to the Allottee intimating that The Unit is ready for use and occupancy.
- 7.6 **Failure of Allottee to take Possession of Unit:** Upon receiving a written intimation from the Promoter as per clause 7.4, the Allottee shall take possession of The Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of The Unit to the Allottee. In case the Allottee fails to take possession within the time

provided in clause 7.5, such Allottee shall continue to be liable to pay maintenance charges as well interest as applicable.

7.7 Possession by the Allottee - After obtaining the building use permission and handing over physical possession of The Unit to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee 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 promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the promoter to the Allottee within 60 days of such cancellation.

7.9 Compensation –

The 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 promoter fails to complete or is unable to give possession of the Flat/Shop (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 Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the 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 Flat/Shop, with interest at the rate specified in the Rules within 60 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 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 Flat/Shop.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Said Land; the 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 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;

In case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land except Clause No. 20.

- (iii) There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat/Shop;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat/Shop are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all

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times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat/Shop and common areas;

- (v) 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;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Flat/Shop which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Shop to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat/Shop 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 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 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 Unit may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which

the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

- 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 Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which the Unit is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to

time for protection and maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- xi. 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.
- 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 project land or any part thereof to view and examine the state and condition thereof.
- xiii. 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 color Project 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 Promoter differs from the design and color Project 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

Promoter in advance but in no event the Allottee shall install any box type grills.

- xiv. Not to subdivide the said unit, or any portion thereof.
- xv. Not to do any act deed or thing to obstruct the construction and completion of the said Unit or Project in any manner whatsoever and notwithstanding any temporary obstruction in the Allottee's enjoyment of the said unit.
- xvi. 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.
- xvii. 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 Project.
- xviii. 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.
- xix. 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.

- xx. 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 Promoter and with the sanction of Ahmedabad Municipal Corporation and/or concerned authority.
- xxi. 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.
- xxii. 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 Promoter.
- xxiii. Not to use the said Unit or permit the same to be used for any purpose other than Residential and Commercial and Commercial 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 Promoters 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.
- xxiv. Not to keep in the parking space, anything other than private motor car or motorcycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall keep it always open as before and not to use the parking space for

dwelling or staying by any person or blocking by putting any article shall not be allowed in the car parking space.

- xxv. Not to park car scooter or any vehicle on the pathway or open spaces of the Project or at any other place for car / scooter or any other motor vehicle parking.
- xxvi. 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 Building.
- xxvii. To abide by such rules and regulation as may be made applicable by the Promoter before the formation of the Maintenance Society and/or adhere to the Maintenance Society after it is incorporated to comply with and/or adhere to the rules and regulations of such Maintenance Society.
- xxviii. Not to change or cause to change the name of the Project- **“ANANT SKY”** under any circumstances.

10 EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide ready to move in possession of the Flat/Shop to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that

The Unit shall be in a habitable condition which is complete in all respects;

- (ii) Discontinuance of the Promoter's business as a 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 Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the 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 Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of The Unit, 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 promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Flat/Shop.

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 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 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 Three (03) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Flat/Shop in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

11. CONVEYANCE OF THE SAID UNIT

The Promoter, on receipt of complete amount of the Price of the Flat/Shop under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat/Shop together with proportionate indivisible share in the Common Areas after obtaining the occupancy certificate*. And within fifteen days of the issuance of notice. 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 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 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 / FLATPROJECT

- 12.1 The Promoter shall be responsible to provide and maintain essential services in the Project up to two years at B.U. after then no responsibility

till the taking over of the maintenance of the project by the association of the Allottees.

- 12.2 The Promoter will form a Service Society or Appropriate forum of the Allottees for the purpose of maintenance and upkeep of the said Scheme including common Plots and amenities and the Allottee shall co - operate fully with the 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 Promoter / Maintenance Society for quiet and peaceful enjoyment of the said Unit and common areas, amenities of the Project. The Allottee shall proportionately liable and accept the payments made by the Promoter on account of the common expenses and other outgoing expenses with effect from the date of completion or date of possession of The Unit whichever is earlier and Allottee shall pay to the 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 Promoter nor will the 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 Allottee shall be proportionately liable for payments of the common expenses and other outgoing expenses from the date of possession of The Unit, including the rates and taxes for and/or in respect of the said

Project. Provided however that the Promoter may pay the rates and taxes of the Project and its including common parts/area out of the non-refundable maintenance expenses taken for two year. The Allottee shall also be liable and responsible for payment of the Municipal rates and taxes for The Unit from the date of possession and pay the same to the Promoter / Maintenance Society as the case may be on proportionate basis on demand, till such time the mutation of individual Units are completed in government records and individual Allottees are assessed separately.

- 12.7 The 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 Units by their respective Promoters or for the mutual benefit of the Co-Promoters.

13. STRUCTURAL LIABILITY

As per by laws for new GDCR 2021 and chapter no.26.2 and schedule 17 new GDCR, Allottee/association/society shall have the assessment of structure and building ,damaged/undamaged carried out at stipulated periodical intervals through expert chosen from a panel of experts identified by the competent authority. The intervals of maintenance /assessment shall be every fifteen years from the submission of first report.

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

The Allottee hereby agrees to purchase the Flat/Shop 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 promoter) 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.

15. RIGHT TO ENTER THE UNIT FOR REPAIRS

The Promoter / maintenance agency / association of Allottees shall have rights of unrestricted access of all Common Areas for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Flat/Shop 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.

16. USAGE

- 16.1** The Allottee shall use The Unit or any part thereof or permit the same to be used only for purpose of *residence OR COMMERCIAL FOR which THE unit is ALLOTTED by the promoter. The Allottee shall use the parking space only for purpose of keeping or parking vehicle.
- 16.2** 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 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.

16.3 Use of Service Areas:

The service areas, if any, as located within “**ANANT SKY**” shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, 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 service areas 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.

17. **GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat/Shop at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or The Unit, which may be in violation of any laws or rules of any authority or change or alter or make additions to The Unit and keep The Unit, 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. in the common area of the Project. The Allottees shall also not change the color 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. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Flat/Shop. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the 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.

18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE.

The Allottee is entering into this Agreement for the allotment of a Unit 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 Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of The Unit/ at his/ her own cost.

19. ADDITIONAL CONSTRUCTIONS

The 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.

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE.

After the Promoter executes this agreement he shall not mortgage or create a charge on the (Unit/Flat/Unit/Building) 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/Flat/Unit/Building).

21. (1) As per by laws for new GDCR 2021 and chapter no.24.29 and schedule 17 of new GDCR, Allottee/association/society shall have the assessment of fire safety system of existing building/structure, damaged/undamaged carried out at stipulated periodical intervals through

expert chosen from a panel of experts identified by the competent authority. The intervals of maintenance /assessment shall be every year from the submission of first certificate for fire safety system.

22. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 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.

23. 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 Flat/Shop as the case may be.

24. RIGHT TO AMEND

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

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

26. WAIVER NOT A LIMITATION TO ENFORCE

- 26.1 The 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 Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 26.2 Failure on the part of the 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.

27. 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 as applicable at the time of execution of this Agreement.

28. 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 the proportion which the carpet area of the Flat/Shop bears to the total carpet area of all the Flat/Shop in the Project.

29. 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.

30. 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 Sub Registrar of Ahmedabad-Odhav-7).

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, 1903.

31. NOTICES

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 or mailed at their respective addresses specified below:

ALLOTTEE

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

PROMOTER

NILA INFRASTRUCTURES LTD

having it's Office at:-

1st Floor, SAMBHAAV House,

Opp,Chief Justice Bungalow,

Bodakdev, Ahmedabad - 380015.

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 and mail 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.

32. JOINT ALLOTTEES

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

33. STAMP DUTY AND REGISTRATION:

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

33.2 The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act.

34. 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.

35. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the

: 45 :

Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

Courts at Ahmedabad alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year above written.

SIGNED SEALED AND DELIVERED]

BY THE **PROMOTER:**]

NILA INFRASTRUCTURES LTD,]

Mr. _____] _____

In the Presence of:-

1. _____

2. _____

SCHEDULE- A

Freehold Non-Agriculture Land bearing Survey No. **02** of Mouje Ranip, Taluka Sabarmati admeasuring **7792.00** sq.mts. Which bears Final Plot No. **01**, Town Planning Scheme No. **03** in Sabarmati Taluka in Registration District and Sub-District Ahmedabad

Bounded by :

On the East :- Kamdhenu Society.

On the West :- Parshotam Society.

On the North :- Railway Line.

On the South :- T.P. Road and Pink City.

SCHEDULE- B

Flat-_____ on the _____ floor, admeasuring _____ Sq.mts. **Carpet area**, Balcony / Wash having area ____Sq.Mtr, Open & Attached Terrace Area _____Sq.Mtr. totaling carpet area----- sq.mtrs in **Block** _____ and Proportionate Share in Common Amenities & Facilities _____Sq.Mtr, , together with proportionate undivided and impartible share to the extent of _____ sq.mtr. in said land without any right of future FSI, if any on this land which is retained by and to be utilized by the Promoter together with rights of joint Ownership and use in common with others in common amenities and facilities to be provided in the aforesaid project Known as “**ANANT SKY**” Constructed on Bounded by:

On the East :-

On the West :-

On the North :-

On the South :-

SCHEDULE-C:**PAYMENT PLAN BY THE ALLOTTEE**

Payment Plan: The Alotee has paid on or before execution of this agreement a sum of Rs_____ (Rupees _____only) (10% of the total consideration) as part consideration amount and hereby agrees to pay to that Promoter the balance amount of Rs _____ (Rupees _____) in the following manner :-

Sr. no.	% of total consideration	Mile stone	Amount in Rs
	05 % of the basic sale price	Whithin 15 days from the Agreement	
	15 % of the basic sale price	On completion of Plinth Level	
	07 % of the basic sale price	On completion of 3 rd Floor Slab	
	07 % of the basic sale price	On completion of 6 th floor slab	
	07 % of the basic sale price	On completion of 9 th floor slab	
	07 % of the basic sale price	On completion of 12 th floor slab	
	07 % of the basic sale price	On completion of Terrace slab	
	10 % of the basic sale price	On completion of Masonry Work	
	10 % of the basic sale price	On finishing of Plumbing & water proofing	
	10 % of the basic sale price	On completion of electrical fittings,Lift & paving of common areas	
	Balance Amount	At the Time of handing over of the Possession	

ANNEXURE-A**UNIT FLOOR PLAN**

: 48 :

ANNEXURE-B

LAYOUT PLAN OF THE PROJECT

: 49 :

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

PROMOTER

NILA INFRASTRUCTURES LTD,



Mr. _____

ALLOTTEE


