

### **AGREEMENT FOR SALE**

This Agreement for Sale made at Palanpur on this \_\_\_\_ day of this year Two Thousand and Twenty Two between:

**SHIVANTA ASSOCIATES, (PAN: ADIFS 4248 R)** a partnership firm incorporated under the provision of ‘The Partnership Act, 1932’ having its registered office at Nirman Complex, Aithor Road, Unjha, Gujarat represented by its Partner and Authorized Representative **HARDIK NAVINCHANDRA RAVAL**, having **AADHAR: 6812 7470 8077**, hereinafter referred to as **“THE DEVELOPER/THE PROMOTER”** or **"THE PARTY OF THE FIRST PART"** (which expression shall unless repugnant to the context or meaning thereof mean and include the shareholders, directors, assigns or administrators for the time being of the company, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their assigns) of the **FIRST PART PART**

**AND**

**DEVIKABEN CHANDRAKANT PATEL** residing at 6, Shambhu Park Society, Unjha, Unjha, Mahesana, Gujarat - 384170 having **AADHAR: 3093 3854 8360** hereinafter referred as **“LAND OWNER” OR “THE PARY OF SECOND PART** [which expression shall unless it be repugnant to the context or meaning thereof be deemed to include (in case of individual) his / her heirs, legal representatives, executors, successors, administrators and assigns; (in case of HUF) members of the HUF as at present and from time to time and their respective heirs, executors, successors and permitted assigns; (in case of Trust) Trustees, beneficiaries and office bearers as at present and from time to time; (in case of Proprietorship firm) the heirs and legal representatives, executors, successors, administrators and assigns; (in case of Partnership firm) partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of Company) successors and permitted assigns; (in case of Corporation) successors and assigns]

**AND**

**Mr. / Mrs. / Ms. / M/s.** \_\_\_\_\_ **(PAN**  
**No.** \_\_\_\_\_, **AADHAR:** \_\_\_\_\_) **and Mr. / Mrs. / Ms. / M/s.**

\_\_\_\_\_ **(PAN No.** \_\_\_\_\_ **AADHAR:**

) residing at / having its Office/Registered Office at: \_\_\_\_\_ hereinafter called **“THE ALLOTTEE”** [which expression shall unless it be repugnant to the context or meaning

thereof be deemed to include (in case of individual) his / her heirs, legal representatives, executors, successors, administrators and assigns; (in case of HUF) members of the HUF as at present and from time to time and their respective heirs, executors, successors and permitted assigns; (in case of Trust) Trustees, beneficiaries and office bearers as at present and from time to time; (in case of Proprietorship firm) the heirs and legal representatives, executors, successors, administrators and assigns; (in case of Partnership firm) partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of Company) successors and permitted assigns; (in case of Corporation) successors and assigns] of the third Part.

The Promoter and the Allottee are hereinafter collectively referred to as the "Parties" and individually as the "Party";

WHEREAS:

1. DEVIKABEN CHANDRAKANT PATEL (hereinafter referred to as the "Land Owners") is seized and possessed of or otherwise well and sufficiently entitled to the pieces or parcels of Non Agriculture (multipurpose) open land situate, lying and being at Block/Survey No. 1931.002 (old Block/Survey No. 427 paiki 3), admeasuring 7484.93 sq. mtrs. open land area, Mauje Palanpur, Taluka Palanpur, Dist. Banaskantha (Hereinafter referred to as the "**Said Land**").
2. The land owners have received Non Agriculture (for Multipurpose Use) Permission vide Order No. 712/02/08/191/2021, Dt. 20-12-2021 passed by Dist. Collector of Palanpur and also received Development Permissions granted by the Palanpur Area Development Authority, and have got the layout plans and other plans approved by Development Permission vide No. 1016LD21220102, Dt. 31-12-2021.
3. By a Development Agreement dated 11<sup>th</sup> February, 2022 registered with the office of the Sub Registrar of Assurance – Palanpur on Dt. 11<sup>th</sup> February, 2022 vide Reg. No. 1580 being executed between the Devikaben Chandrakant Patel of the One Part as Land Owners and the Promoter of the Other Part as Developer (hereinafter referred to as "the Development Agreement"), the Land Owners have appointed the Promoter as Developer and granted to the Promoter development rights to development and construction on said Land lying and being at Mouje Palanpur, Taluka Palanpur, in the District of Banaskantha and Registration Sub-District of Palanpur bearing Block/Survey No. 1931.002 (old Block/Survey No. 427 paiki 3), admeasuring 7484.93 sq. mtrs. open land area more particularly described in FIRST SCHEDULE hereunder written (hereinafter referred to as "the Project Land") and to construct thereon residential Units and to market and dispose off the same in accordance with the terms and conditions contained in the said Development Agreement.

4. The Promoter is developing residential Units and related infrastructure known as “S9 BUNGLOWS” (hereinafter referred to as the "Scheme" or the “Project”) on the Project Land.
5. The development and construction plans for the Scheme are sanctioned by the PALANPUR AREA DEVELOPMENT AUTHORITY as per its Development Permission bearing no. 1016LD21220102 dated 31/12/2022, for construction of residential Units.
6. The Promoter is entitled and enjoined upon to construct residential Units on the Project Land;
7. The Promoter is in possession of the Project Land for the purpose of Development of the same;
8. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Gujarat Real Estate Regulatory Authority at Gandhinagar, on Dt \_\_\_\_\_, under registration No \_\_\_\_\_; authenticated copy is attached in **ANNEXURE-A**.
9. The Allottee is offered a Unit more particularly described in **SECOND SCHEDULE** hereunder annexed and the Promoter has agreed to sell the same to the Allottee in the manner and on the terms and conditions mentioned herein (hereinafter referred to as the said “Unit” or “the said Unit”). The Floor Plan of the Unit is annexed herewith as **ANNEXURE-B** to this Agreement;
10. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land being issued by Advocate Ishan G. Patel of IGP Legal and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder (hereinafter referred to as "the said Act") and the Allottee is satisfied in respect of the same;
11. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Land Owners/Promoter to the project land on which the Unit are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect of the same;
12. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority has been inspected by the Allottee;
13. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority and according to which the construction of the Units and open spaces are proposed

to be provided for on the said project has also been inspected by the Allottee;

14. The authenticated copies of the specifications of the Unit agreed to be purchased by the Allottee has been annexed and marked as **ANNEXURE-C**;
15. The Land Owners and Promoter has got the required approvals and permissions as stated above from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Units and shall apply for to obtain any other approvals that may be required from various authorities from time to time, including to obtain Building Use Permission for the said Project.
16. While sanctioning the said Development Plans, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions. The Promoter will observe and perform the applicable of them, upon observance and performance of which the Building Use Permission in respect of the said Unit/Project shall be granted by the concerned local authority.
17. The Promoter had accordingly commenced and in process of the construction of the Units in the Said Scheme in accordance with the said approved plans;
18. The Allottee has applied to the Promoter for allotment of a Unit;
19. The carpet area of the said Unit is admeasuring approx. \_\_\_\_\_ Sq. Yards ( \_\_\_\_\_ Sq. Mtrs.) and "carpet area" means the net usable floor area of the Unit, 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 Unit;
20. The Allottee has, prior to the execution of this Agreement, perused, studied and examined to his/her/their satisfaction, details of title of the Project Land, said Development Agreement, Applicable Orders, Regulatory Provisions, Sanctioned Development Plans (as defined hereinafter), specifications and designs of the said Scheme, Common Amenities (as defined hereinafter) and all other relevant and related matters and things and has no objection to the same. The Allottee has inspected the site and acquainted himself with the Unit (as defined hereinafter), said Scheme and Project;
21. 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;
22. 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

Unit agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner as specified in the Payment Plan attached hereto as **ANNEXURE-D**;

23. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Unit with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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 Unit.

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

**DEFINITIONS:**

Unless otherwise clearly required by the context, the following terms when capitalized shall have the respective meanings as defined below:

1. “said Project” or “said Scheme” shall mean and include development and construction of residential, commercial and other schemes and developments, common amenities and other facilities of the schemes in general, etc. on the Project Land, by the Promoter, including any additions, omissions, modifications, changes, and alterations therein from time to time and sanctioned by the sanctioning authority.
2. “Applicable Law” shall mean and include Regulations the Real Estate (Regulation and Development) Act, 2016, the Gujarat Real Estate (Regulation and Development) General Rules, 2017, and such other Acts, Order, Rules, Regulations, Notifications, Communiques, etc., in force and in force from time to time and as may be amended from time to time, that may be applicable to the said scheme from time to time.
3. “Common Amenities” or “Assets of Common Use” shall mean and include Common Amenities, facilities, Services, infrastructure and Common Areas of the Said Scheme.
4. “Consideration” shall mean the total amount payable by the Allottee as per **ANNEXURE-D** under this Agreement.
5. “Earnest Money Deposit” (EMD) shall mean the amount equivalent to \_\_\_% of the Basic Price of the Unit as per **ANNEXURE-D**. EMD constitutes a part of the Consideration and is non-refundable except as mentioned herein this Agreement.
6. “Unit” or “Said Unit” shall mean usable space of the self-contained residential unit, more particularly described in **SECOND SCHEDULE**.
7. “Service Society shall mean” one Such Entity to run, operate, maintain, manage and deal with “Common Amenities” (defined hereinabove) either itself or through other agencies;

and to hold, collect, use, spend and generally deal with the “Community” (Scheme) Maintenance Charges” and generally to attend and engage in other related required financial and other matters. The Service Society for all purposes of the said Act, if required, shall be treated as Association of Allottees with the rights and obligations as per said Act.

8. “Sanctioned Development Plans” shall mean all the plans, drawings, approvals, designs, sanctions, etc. for the said Scheme and shall include any additions, omissions, modifications, changes, and alterations therein from time to time.

**INTERPRETATION:**

In this Agreement, unless the context requires otherwise:

1. Reference to the singular includes a reference to the plural and vice versa;
2. Reference to any gender includes a reference to all other genders;
3. Reference to the Allottee as “he, him, his, or himself” in the body of this Agreement shall read with its grammatical variation as applicable for the Allottee, being “she, her or herself”; it, it’s or itself; they, them, or themselves;
4. Reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation;
5. Any word or phrase defined in the body of this Agreement as opposed to being defined in “Definitions” above, or not specifically defined in “Definitions” above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context;
6. The Schedules, Annexures, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;
7. Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute, plan, policy, approvals or the like shall mean a reference to the same as may have been duly amended, modified or replaced from time to time. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s); and
8. Recitals of this Agreement shall form an integral part of this Agreement and shall be read together for arriving at the correct and full meaning and interpretation of this Agreement.

**TERMS AND CONDITIONS:**

1. The Promoter shall construct the said Unit 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 Unit of the Allottee, except any alteration or addition required by any Government authorities or due to

change in law.

1.(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the Unit for the consideration of the Unit as mentioned in and in such manner as specified in the Payment Plan attached hereto as ANNEXURE-D.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee “balcony/verandah 1” having area admeasuring\_\_\_\_\_Sq. Yards (equivalent to\_\_\_\_\_Sq. Mtrs.) forming part of the Unit the consideration of which is included in total sale consideration. (if applicable)

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee “balcony/verandah 2” having area admeasuring\_\_\_\_\_Sq. Yards (equivalent to\_\_\_\_\_Sq. Mtrs.) forming part of the Unit for the consideration which is included in total sale consideration.(if applicable)

(iv) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee open terrace/wash area having area admeasuring\_\_\_\_\_Sq.Yards (equivalent to\_\_\_\_\_Sq. Mtrs.) forming part of the Unit for the consideration which is included in total sale consideration;(if applicable)

(v) The Allottee is aware about the Applicable Law and is also aware that certain approvals, sanctions, permissions, etc. are / may be in the process of being granted and that they may be granted in due course of time and that conferring of title of the Unit shall be subject to the terms and conditions of such approvals or permissions and Sanctioned Development Plans.

(vi) The specifications of the Unit are as per ANNEXURE-C to this Agreement, subject to other terms and conditions.

(vii) The Layout plan of the Said Scheme is annexed herewith and marked as ANNEXURE-E to this Agreement.

(viii) The Promoter agrees to make available to the Allottee the Unit, more particularly described herein as SECOND SCHEDULE.

(ix) The land earmarked for the construction of Unit is used only for the

purpose of putting up construction of one (1) residential Unit in accordance with the plan / design / drawings / specifications approved by the Promoter and for no other purpose whatsoever.

(x) The Allottee shall, at all times, abide by and be entitled to only Floor Space Index (FSI) which has been utilized for construction of Unit, including for any future reconstruction or otherwise regardless of the net area or the chargeable area of the land related to Unit. The Allottee shall not be entitled to ask for and further FSI nor shall be entitled to carry out and additional or further construction and shall not make any alterations or changes in construction or design thereof.

1(b) The total aggregate consideration amount for the Unit mentioned herein above is thus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

1(c) The Allottee has paid on or before execution of this Agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as advance payment and hereby agrees to pay to that Promoter the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) in the manner as specified in the Payment Plan attached hereto as **ANNEXURE-D**.

1(d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST, Service Tax, and Cess or any other similar, further or other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter), which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.

Further, the Consideration mentioned in **ANNEXURE-D** and any transaction covered by this Agreement may at present or in future become liable to tax, cess, duty, etc. under any direct or indirect tax laws or similar other laws. If by reason of any law or law laid down by judicial pronouncement or any amendment to the constitution or enactment or amendment of any other law, Central or State, or otherwise this transaction is held to be liable to the aforesaid, either as a whole or in part or for any inputs of materials or equipment used or supplied in execution of or in connection with this transaction, the same shall be payable by the Allottee on demand at any time, over and above the Consideration.

1(e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent

authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time, or market / economic turmoil. 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(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Unit is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent (3%). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five(45) days with annual interest at the rate of Marginal Cost of Funds based on Landing Rate (“MCLR”)+2% (two per cent), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the PaymentPlan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(g) The Allottee 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(h) The Parties expressly agree that execution of this Agreement, despite any payment that may be pending on part of the Allottee on the date of such execution shall not imply condonation of any delay/default by the Promoter and the Allottee agrees to make such payment within thirty (30) days of such execution, and a failure therein shall amount to a default on part of the Allottee.
- 1(i) Allottee hereby agrees that the Consideration is composite, and it shall not be required for the Promoter to provide estimate of land contribution, construction contribution, common development or any other separate

detailed particulars of the Consideration to be paid under this Agreement. However, the Promoter for relevant purposes of accounting or other requirements may split the same into different components towards or for different account purpose.

- 1(j) It has been agreed and informed to the Allottee that all the amounts paid by him or such part or portion thereof as may be decided by the Promoter may be transferred by way of "*Transfer Entry*" to such account/s at such time/s and in such manner as the Promoter may decide.
- 1(k) The Allottee shall obtain 'Receipt/s' for all the amounts that are paid under this Agreement. No claim for any payment shall be valid, save and except in respect of which the Allottee has obtained such Receipt/s.
- 1 (l) In the event, the Allottee obtains a housing loan/finance for the payment of such amount as laid out under this Agreement from any financial institution / bank (the "Institution") wherein the loan amount is being disbursed as per the Payment Plan mentioned in **ANNEXURE-D**, by the Institution directly to the Promoter, the Promoter will be entitled to claim and receive such payment directly from the Institution. Such disbursements made by the Institution to the Promoter shall be debited to his housing loan account and to be received towards the Consideration and amounts to be received under this Agreement.
- 1(m) It is hereby expressly agreed that the timely and regular payment of installments as mentioned in the manner as stipulated in **ANNEXURE-D** hereto and other payments stipulated under the other terms hereof, as and when they become due or payable and irrespective of whether formally demanded by the Promoter or not, is the ESSENCE OF THIS AGREEMENT and are required to be strictly observed as per the express intention of the Parties.
- 1(n) A default / delay on part of the Allottee to strictly observe the payment of installments towards the Consideration as mentioned in **ANNEXURE-D** or any other amount due under this Agreement, whether formally demanded or not, shall be considered a material breach of this Agreement and the Promoter in its absolute and unqualified discretion shall be entitled to exercise any of the following two options:
  - a) recover the delayed amounts with interest at the rate of MCLR+2% (two per cent)per annum on the unpaid amount for the delayed period, calculated from the due date, provided however that it does not entitle

- the Allottee to delay further payment; or
- b) cancel booking/reservation/allotment of the Unit made by the allottee and terminate this Agreement.

The discretion of exercising any one of the two options by the Promoter shall not be challengeable by the Allottee. This is without prejudice to other rights and remedies available to the Promoter, whether provided under this Agreement or otherwise.

- 1(o) The payments made by the Allottee shall first be adjusted against the interest and/or any other penalty/damages, if any, due from the Allottee to the Promoter under the terms herein and the balance available, if any, shall be appropriated against the amount due from the Allottee as per the Payment Plan under the terms and conditions mentioned herein.
- 1(p) If the Allottee is a Non Resident Indian / a Person of Indian Origin resident outside India, he agrees and unconditionally undertakes to abide by/comply with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (FEMA), rules and regulations of the Reserve Bank of India or statutory enactments or amendments thereof from time to time and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, etc. and provide the Promoter with such permissions, approvals which would enable the Promoter to fulfill its obligations. The Allottee further undertakes that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he alone shall be liable for any action under FEMA and he shall keep the Promoter fully indemnified and harmless in this regard. The Promoter shall not be responsible towards any third party making payments, remittances on the behalf of the Allottee and such third party shall not have any right, in any way, and the Promoter shall issue the payment receipts in favour of the Allottee only.
- 1(q) The Allottee agrees that unless an appropriate instrument is executed and the Unit is legally and properly conferred upon in favour of the Allottee, the Promoter shall continue to be the owner of the Unit and no payments made pursuant to this Agreement, shall give the Allottee any lien, claim, right, title or interest on the Unit until he has complied with all the terms and conditions of this Agreement and an appropriate instrument has been executed in favour of the Allottee conferring title.

1(r): The Allottee has understood, and has specifically agreed and accepted that the right and interest of the Allottee is limited and restricted to the Unit and right to use alongwith other allottees Common Amenities of the Project. The Allottee shall have right to Common Amenities and Infrastructure to an extent planned, designed and provided by the Developer.

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 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.

2.2 Time is 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 Unit to the Allottee. The common areas will be handed over to such Entity, at the appropriate time after the Project is completed and when all the premises are disposed of and all the amounts thereof are recovered by the Promoter.

However, the time period stipulated for the handing over of the possession of the Unit by the Promoter shall be deemed to be extended by the Allottee in case of incomplete work by other parties/contractors involved in the development of the Project and also in case where the Allottee has delayed/defaulted in observance of the terms and conditions of this Agreement or in the event of Force Majeure.

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 as provided in Clause 1 (c) herein above.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 13472.87 square meters only and Promoter has planned to utilize Floor Space Index of 13472.87 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 13472.87 square meter as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI

and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the Project and handing over the Unit to the Allottee, on account of reasons other than those mentioned in clause (6) below, the Promoter agrees to pay to the Allottee, if demanded, who does not intend to withdraw from the Project, interest at the rate of MCLR+2% (two per cent) 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 rate of MCLR+2% (two per cent) 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.

4.2 Without prejudice to the right of the 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 of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three (03) defaults of payment of installment/s, the Promoter shall at his own option, may terminate this Agreement:

Provided that, the 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/or 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, the Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee, subject to adjustment and recovery of liquidated damages and other amount which may be payable to the Promoter as mentioned in this Agreement, in the manner as provided in the **Clause 13.2b(1)** of this Agreement.

5. The specifications of the Unit are as per ANNEXURE-C to this Agreement.

6. The Promoter shall give possession of the Unit to the Allottee on or before 31<sup>st</sup> December, 2024 after receipt of the Consideration and all other payments with respect to the said Unit. If the Promoter fails or neglects to give possession of the Unit to the Allottee though the Allottee has not only strictly adhered to the payment

schedule but also duly complied with the terms and condition of booking of the Unit, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Unit with interest at the same rate as may mentioned in the clause 4.1 herein above 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/ required extension of time for giving delivery of Unit on the aforesaid date, if the completion of Unit is delayed on account of -

- i. force majeure conditions, like war, civil commotion, fire, flood, earthquake, terrorism, act of God; or any other natural calamity; or
  - ii. any legislation, order or rule or regulation made or issued by the Government or any other authority; or
  - iii. if any concerned competent authority refuses, delays, withholds, denies the grant of necessary approvals / permissions, or revokes, cancels, or suspends the approvals / permissions already granted for the said said Project; or
  - iv. if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority become subject matter of any suit / writ before a competent court / authority; or
  - v. For any other reason beyond the control of Promoter or its agents.
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 – The Promoter shall notify the Allottee about receipt of Building Use Permission / Occupancy Certificate / Completion Certificate of the said Project, within a period of 7 days, from grant of Building Use Permission (or Occupancy Certificate or Completion Certificate) from the competent authority. The Allottee shall take possession of the Unit from the Promoter, within a period of 15 days, from date when the said Unit is notified in writing to be ready for delivery and possession to the Allottee by making all balance payments as per this Agreement. In any event, within a period of 3 months from the date of issue of Building Use permission, the Promoter shall be ready and willing to handover possession of the Unit to the Allottee and execute and register Deed of Conveyance in favour of the Allottee subject to the Allottee making all balance payments.

The Allottee agrees to pay the maintenance charges, as determined by the Promoter from time to time.

7.2 Failure of Allottee to take Possession of Unit: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall make entire balance payment to Promoter under this Agreement and take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee, without prejudice to the Allottee's other obligations and other consequences under this Agreement, shall continue to be liable to pay maintenance charges as applicable and the Unit thereafter will be at the risk and consequences of the Allottee. Further, in such case, the Promoter, in its sole discretion, will be entitled either to terminate this Agreement or to recover "Holding Charge" for the delayed period as may be fixed by Promoter from time to time.

7.3 If within a period of five (05) years from the date of handing over the Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Unit or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter. The Promoter shall not be liable in respect of any structural defect which is the result of the improper use, lack of maintenance, protection and care by the Allottee; it is normal and natural wear and tear; it is inherent permissible variation and tolerance in shape, size, thickness, or color variation of various natural or factory made products; it is not the result of any alterations made by the Allottee. This defect liability of the Owner – Promoter will automatically come to an end and become void if the Allottee has committed any breach, violation or default of any obligations, duties and functions on his part under these presents.

**7.5 OTHER PROVISIONS WITH RESPECT TO POSSESSION:**

- a) The detailed terms of the transfer of the right, title and interest in the Unit shall be covered in an appropriate instrument for the transfer of Unit which may include the entire understanding of legal structure, rights and obligations, arrangement with/of O&M, Promoter, Service Society, Such Entity, Common Amenities and generally relating to the conveyance of the Unit to the Allottee as may be prepared by the legal advisor of the Project.

- b) The Promoter agrees to give possession of the Unit to the Allottee and make available the Unit, in the manner herein and may be hereafter prescribed by the Promoter, in favour of the Allottee, and by execution and registration of an appropriate instrument or any other documents, by the Promoter subject to regular payments being made by the Allottee under various clauses herein and subject to due and proper observance of the terms and conditions herein.
- c) The time period mentioned hereinabove is for handing over of the possession of the Unit only and does not include time for making available the Common Amenities, Infrastructure, or any part thereof, which because of the large volume of Project may not be complete and could be in the stage of development.
- d) The Unit and the rights, interests and title under the same shall be finally conferred in favour of the Allottee only upon:
  - i. Receipt of the Consideration and other payments in terms of this Agreement;
  - ii. Obtaining all necessary approvals / permissions as per the Applicable Law,
  - iii. The Unit is in deliverable state; and
  - iv. Execution and registration of an appropriate instrument or any other documents which may be required for effecting such conferment or sale in favour of the Allottee.
- e) The right and interest of the Allottee of the Unit is and shall always be limited and restricted to own, use, occupy, possess and enjoy the Unit or as may be specified in the appropriate instrument to be executed at the time of possession and Conveyance.
- f) In the event, the Promoter is unable to deliver, sell and convey the Unit to the Allottee due to as per reasons contained in clause-6 above, then the Promoter reserves the right to cancel the reservation of the Unit and terminate this Agreement with immediate effect. The Promoter shall however provide due notice of such termination to the Allottee within a reasonable period of such decision being made by the Promoter. In the event of such termination, the Promoter shall only be liable to refund to the Allottee the amount paid by the Allottee to the Promoter under this Agreement till such date for the purchase of the Unit, without any claims, including interest, compensation, specific performance, loss, damages etc. (collectively "Claims").

Further, in such cases, alternatively it is in the sole and entire option and discretion of the Promoter to challenge the validity, applicability and/or the efficacy of such law and/or challenge the action by any third party or

Government authority. The EMD and other payments made to the Promoter cannot be withdrawn or claimed from the Promoter till the final determination in such case. In the event of the Promoter being successful in its challenge, the Allottee may become entitled to Unit in accordance with the terms herein. In the event the Promoter is unsuccessful in its challenge, and there is a legal impediment for delivery of the possession or transfer of right, title and interest in the Unit, the Promoter shall upon the order/judgment becoming final, absolute and binding upon the Promoter, refund to the Allottee, the amount of the EMD and other payment as had been received from the Allottee, without any Claims, within such time and in such manner as may be decided by the Promoter which shall be final and binding.

- g) The Promoter shall, in respect of any amount remaining unpaid by the Allottee under the terms and conditions of this Agreement, have a first lien and charge on the Unit reserved for the Allottee.
- h) Nothing contained in this Agreement shall be construed so as to confer upon the Allottee any right, title or interest of any kind whatsoever in, to or over the Unit. Such conferment shall take place only upon execution and registration of an appropriate instrument or any other documents, and handing over the possession of the Unit to the Allottee, in accordance with the terms and conditions of this Agreement.
- i) The Allottee shall before he takes possession fully satisfy himself with regard to fittings and condition of the Unit and acknowledge in writing to that effect to the Promoter.
- j) The Allottee shall be handed over the possession of the Unit by the Promoter:
  - i. If the Allottee has observed and performed and not committed any breach of his obligations under this Agreement;
  - ii. After all payments required to be made under this Agreement by the Allottee have been made to the Promoter; and
  - iii. Upon execution of an appropriate instrument conferring the necessary rights, title and interest in the Unit to the Allottee.
- k) If the Allottee fails to take possession on the possession date for any reason whatsoever, it shall amount to a material breach of this Agreement. The Promoter shall provide a notice to the Allottee to rectify the same within *30 (thirty) days* from such date of default. If the Allottee fails to rectify such breach, the Promoter shall be entitled to terminate this Agreement with immediate effect and the Allottee shall be liable for all the consequences of such termination, notwithstanding anything contained herein to the contrary.
- l) It is hereby agreed between the Promoter and the Allottee that no sooner the Allottee has been put in possession of the Unit as provided in this Agreement,

the Allottee shall be bound to commence the use of the Unit.

**7.6 COMMON AMENITIES AND INFRASTRUCTURE:**

- a) The Allottee, with respect to the Common Amenities and Infrastructure shall have the right to use and enjoy the same in such manner as may be rendered, administered and controlled by the Promoter/Such Entity.
- b) The Allottee shall pay charges, costs, advance, deposits etc. as may be prescribed by the Promoter/Such Entity, in the prescribed manner.

**7.7 PROJECT/SCHEME:**

- a) The Promoter has the right to dispose of any of the Units available for sale or disposal as the Promoter may deem fit and proper. The same shall be binding upon the Allottee.
- b) The scope of services to be provided by the Promoter under this Agreement includes work of implementation of the said Scheme actually at the site, to obtain such further or additional permissions, approvals. The Promoter will not be responsible for any delay or rejection in granting the same by the concerned authority. The entire agreement and all conditions thereof shall be read understood, interpreted and implemented with this spirit and intention.
- c) Finance for the said Project / Unit: Without prejudice to any of the terms and conditions herein, the Promoter may be required to raise loan / finance from any financial institution or bank or any other lender for the said Scheme and for the benefit of the Allottee. This may include execution of security documents including mortgaging the Project Land / the said Scheme or any part thereof excluding the Unit as may be required for raising such loan / finance. The Allottee hereby gives his consent to the Promoter for raising loan / finance and the matters related thereto, in case the Promoter decides for the same.
- d) An appropriate instrument as regards transfer and vesting of the Unit; as regards holding – vesting – registration etc. of the said Scheme and the Project Land as free hold, as regards matters and things relating to Common Amenities, and generally as regards all or any matters and things of the said scheme shall be prepared by the Legal Advisor of the Promoter and shall be final and binding upon the Allottee.
- e) It has been specifically agreed and understood by the Allottee that the Unit will be made available to the Allottee subject to the Applicable Law or any other scheme, arrangement, proposal, acquisition, requisition, by or of any Government/statutory authority, for the time being in force or in force from time to time, in which event, the Promoter may make such variation, changes, additions, omissions or alterations in the said Scheme or as may become available therefrom or at any other or further place, location or otherwise as

the Promoter may deem, fit and proper and all right to develop new lands absolutely belong to the Promoter with the same spirit and intention.

- f) Alterations/ Modifications etc.: The Allottee agrees that during the course of the development/construction of the said Scheme, the Promoter may be required to make certain alterations or modifications in the specifications of development/construction of the said Scheme, as the nature and circumstances may require or as may be advised by the engineers, architects or other technicians.
- g) All right, title and interest of the Allottee is restricted to and to be read, understood and interpreted in relation to the Unit only, and all other constructed/covered or uncovered open spaces/areas/portions, open margin lands, infrastructure, developments, amenities, facilities & services shall belong to the Promoter/Such Entity appointed/notified by the Promoter, subject to right of the Allottee to use amenities, facilities and services that may be reserved for common use of all allottees of the said Scheme, and not specifically conferred/disposed to the Allottee or any allottees of the said Scheme.

8. The Allottee shall use the Unit or any part thereof or permit the same to be used only for purpose of residence.

Further, the Allottee shall comply with the following conditions with respect to use of the Unit:

- a) The Allottee shall not use the Unit or permit the same to be used for any purpose, other than residence, which may or is likely to cause nuisance or annoyance to other occupiers of the said scheme or is illegal, immoral or is prohibited by law.
- b) The Unit shall be used, occupied and enjoyed by the Allottee subject to rules, bye-laws, regulations and guidelines (collectively “Rules”) framed or may be framed by the Promoter/society/such Entity. The Allottee shall perform his obligations under such Rules and shall abide by them.
- c) The Allottee hereby covenants to keep the Unit, neat, clean and tidy and protected from any trespasser, from being illegally used or occupied and upon construction being put up, to keep such construction, sewers, drains, pipes, appurtenances belonging thereto in a good, tenable condition.

9. A service co-operative society may be promoted to hold and maintain common amenities, facilities, services, infrastructure and common area of the Said Scheme and the allottees of Units in the Said Scheme shall be the members of Service Society and shall be bound by the rules and regulations thereof. The Allottee along with other allottees of Units shall from time to time sign and execute the application

for membership and the other papers and documents and for becoming a member, and duly fill in, sign and return to the Promoter within seven (07) days of the same being forwarded by the Promoter to the Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies as the case may be, or any other Competent Authority.

9.1 Immediately from expiry of 15 (fifteen) days of notice in writing is given by the Promoter to the Allottee that the Unit 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 Unit) of outgoings in respect of the Project Land and Unit namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project, Project Land and Common Infrastructure. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the society or the association or the limited company as aforesaid.

10. 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 Unit 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.

11. At the time of registration of conveyance of the common areas if required by the law, the Allottee shall pay his share of stamp duty, registration charges and other costs payable, on such conveyance or any document or instrument of transfer in favour of Society / such Entity that may be required under the RERA Act, rules, regulations framed thereunder or otherwise under the terms hereof.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has development rights with respect to the Project Land subject to as declared in the title report;
- 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 Scheme Land or the Project;
  - iv. There are no litigations pending before any Court of law with respect to the Scheme Land or Project subject to as declared in the title report annexed to this Agreement;
  - v. All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Project Land and Unit 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 Unit 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, Unit and common areas;
  - 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 any other arrangement with any person or party with respect to the Project Land, including the Project and the Unit which will, in any manner, 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 Unit to the Allottee in the manner contemplated in this Agreement;
  - ix. At the time of execution of the conveyance deed of the common areas to the society/such entity of the allottees, the allottees shall handover lawful, vacant, peaceful, physical possession of the common areas to the society/such entity of the allottees;
  - x. 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 Project to the Competent Authorities;
  - xi. 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.
13. The Allottee/s or himself/themselves with intention to bring all persons into whosever 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 tenable repair and condition from the date that of possession of the Unit is taken or from the date of making offer to Allottee to take possession of the Unit, whichever is earlier, and shall not do or suffer to be done anything in or to the Unit which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Unit or any part thereof without the consent of the Promoter and 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 Unit or storing of which goods is objected to by the Society, concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage any structure of the Unit, and in case any damage is caused 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 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 to any other property or the Unit which may be contrary to the rules and regulations and bye-laws of the Promoter, Service Society, such entity, 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 Promoter, Service Society, such entity, 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 scheme and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good, tenable and repair condition, and in particular, so as to support shelter and protect the other parts of the Unit 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.
- v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the compound or any portion of

the Project Land.

- vi. Pay in accordance with the direction of 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 Project and with respect to the Unit.
- vii. 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.
- viii. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit 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. The Allottee will be required to comply with the prevailing rules and conditions as regards to permissible usage and other related rules of the Scheme as decided and modified by the Promoter/Society from time to time.
- ix. The Allottee shall observe and perform all the rules and regulations which the Society or such Entity 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 Project 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/ such Entity regarding the occupancy and use of the Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- x. 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 Unit or any part thereof to view and examine the state and condition thereof.
- 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 Project Land or any part thereof to view and examine the state and condition thereof.

### **13.1**

#### **ADDITIONAL COVENANTS OF THE ALLOTTEE:**

- a) The Allottee hereby agrees that in the event if any amount due to PADA, Local Body, Nagarpalika, Town Planning Authority, Panchayat, the State Government/Central Government or other public authority etc. like betterment charges or development taxes or payment of similar and/or other nature becoming payable by the Promoter, the same shall be paid/reimbursed by the Allottee to the Promoter in the prescribed manner.
- b) So long as the Unit is not separately assessed for water rates, electricity bills, and any other outgoing, the Allottee shall pay to the Promoter/such Entity, such amount as may be fixed from time to time, in advance towards the same. After the Units in the said Scheme are separately assessed, the balance amount will be refunded to or deficiency will be recovered from the Allottee by the Promoter. The decision of the Promoter/such Entity in all such matters shall be final and binding upon the Allottee.
- c) The Allottee shall maintain at his cost the Unit in the same good condition, state and order in which it is delivered to him and shall abide by the Applicable Law and the rules, bye-laws, regulations and guidelines as may be prescribed by the Promoter / such Entity.
- d) Payments by the Allottee:
  - i. The Allottee hereby agrees to make timely payments of all the amounts payable under the terms of this Agreement, and the time in this respect being the essence of this Agreement;
  - ii. The Promoter is not bound to give notice regarding such payments, time for which has specifically agreed upon herein and the failure thereof shall be considered as a material breach of this Agreement; and
  - iii. Amount payable by the Allottee to the Promoter, time for which has not been specifically provided, shall be paid within stipulated time.
- e) The Allottee hereby undertakes to observe and perform the covenants and conditions contained in this Agreement. Further, the Allottee shall keep the Promoter indemnified against any loss, damage, liability, action, claim, suit, proceedings, cost, charges and expenses that may arise due to non-observance or non-performance of the covenants and conditions contained herein.
- f) Transfer / Assignment of the Unit:
  - i. The Allottee shall not be entitled to create any mortgage or a charge on the Unit without prior written permission/consent of the Promoter for availing of home loan/housing finance for the purpose of purchase of the Unit.
  - ii. The Allottee shall not be entitled to let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of Unit

or assign, under let or part with his interest under this Agreement or any part thereof to any person without obtaining prior written permission/consent of the Promoter/such Entity.

- iii. The Promoter reserves the absolute right to give such permission/consent to the Allottee subject to the terms and conditions as may be prescribed by the Promoter/such Entity, including payment of fees and charges as may be levied and imposed from time to time and other incidental expense or may reject or withhold the same at its sole discretion and decision.
- g) The Allottee, even after the possession is handed over to him shall permit the Promoter and their surveyors and agents and others at all reasonable times to enter into and upon the Unit or any part thereof to view and examine the state and condition thereof and the Allottee shall make good any defects found within three (03) days of the giving of such notice in writing by the Promoter / such Entity to the Allottee.
- h) The Allottee, even after the possession is handed over to him shall permit the Promoter and their surveyors and agents and others at all reasonable times to enter into and upon the Unit or any part thereof for the purpose of repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, or other conveniences from Common Amenities belonging used for the Project and also for the purpose of laying down, maintaining, repairing, re-constructing and testing drainage, gas and water pipes and electric wires and for similar purposes.
- i) The Allottee shall not, at any time demolish or cause to be demolished the Unit or any part thereof. The Allottee shall not make any alterations in the elevations and outside colour scheme of the Unit. If any penalty, premium or any other charges are levied by PADA, Nagarpalika, Town Planning Authority, under Regulatory Provisions or any other authority in respect of any addition or alterations or for any other reason whatsoever, the same shall be borne and paid by the Allottee, if the same are concerning the Allottee, and if the same are of common nature, by the Allottee in common with others.
- j) The Allottee shall not make any temporary or permanent change, modification or alteration in the location, of electricity meter, internal toilets, pantry, etc. and also of specifications and infrastructure and related paraphernalia nor shall make any additions or alterations in the structure of the Unit, nor shall do anything which may cause damage or which may weaken the structure of the Unit, like slab, columns, beams, load bearing walls, etc. Similarly, the Allottee shall not cover the balcony of the Unit nor shall put up any shed or any other temporary or permanent construction/

change in the terrace or open land. The Allottee shall not hang cloths in the balcony or out-side view of Unit, for drying, or otherwise shall not do anything which will not give proper decorum and decency to the Unit.

- k) After the possession of the Unit is handed over to the Allottee, if any additions or alterations in or about or relating to the Unit are thereafter required to be carried out by the Government, District Panchayat, PADA, Nagarpalika, Town Planning Authority, Authority under the Regulatory Provisions, or any statutory authority, the same shall be carried out by the allottees/holders of the Units at their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- l) The Allottee shall not decorate the exterior of his Unit other than in the manner in which the same was previously decorated.
- m) The Allottee shall at no time demand partition of his interest in the Unit or any part thereof or the said scheme. It is being agreed and declared by the Allottee that his interest is impartible, and subject to the Applicable Law.
- n) Insurance:
  - i. After the possession of the Unit is handed over to the Allottee, the Allottee shall insure and keep insured the Unit against loss or damage by fire, earthquake, riot, war, flood, civil commotion, act of God or such other risks to the full value thereof with insurance company and whenever required he shall produce to the Promoter / such Entity, the policy / policies of such insurance and the receipt for the last premium paid in respect thereof, and in the event of the Unit being damaged or destroyed by fire or otherwise, to expend the insurance money for the repair, rebuilding or reinstatement of the Unit as soon as reasonable, practical and required.
  - ii. The Allottee shall not do or permit to be done any act or things which may render void or voidable any insurance of any Units or cause any increased premium payable in respect thereof.
- o) Joint Allottee:
  - i. In case the Allottee consists of more than one holder, the permission of the usage of the Common Amenities and Infrastructure by the other Allottee will be through the First Allottee and shall not be independent or separate.
  - ii. All consents, confirmations etc. if and when required of the joint Allottees, shall be deemed to have been sufficiently received, if it is received from the first Allottee, however, it been agreed that for the purpose of the sale, mortgage, transfer etc. the signatures of the all the joint Allottees shall be required.

- iii. Further, the liability, responsibilities, obligations, under this Agreement shall be joint and several of the Joint Allottees. All notices, communications etc. may be addressed by the Promoter / Such Entity, to the first Allottee only.
  - iv. The Allottee inter se shall not be entitled to sub-divide the Unit, the intent being the Unit shall stand in the names of the joint Allottees as one single unit.
- p) Notwithstanding anything contained, recorded or agreed upon in this Agreement, this Agreement and implementation thereof and of the said Scheme of which it forms part shall always be subject to the Applicable Law, and the Allottee will be bound by the same as may be applied and made applicable from time to time. The rights and obligations of the Allottee and Promoter may be accordingly modified and altered from time to time.
  - q) Without prejudice to the rights of the Promoter under this Agreement or to any other legal remedy which the Promoter may have in Law, equity or contract, any breach of any of the covenants by the Allottee, shall entitle the Promoter to revoke all rights of the Allottee under this Agreement. If such breach in the sole judgment of the Promoter/Such Entity is curable, the Promoter/Such Entity may, at its discretion give the Allottee a reasonable time to rectify the breach. The Allottee shall, however, keep the Promoter /such Entity, totally indemnified from any claims including third party claims or actions arising as a result of the said breach by the Allottee.
  - r) The Allottee shall ensure that any document required to be signed by the Allottee is to be returned to the Promoter within period of *10 (ten) days* of the receipt of such document by the Allottee, duly signed at all places marked for signatures.
  - s) In case of any changes, modifications or alterations are effected by the Promoter in the Said scheme in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Allottee, such changes or modifications or alterations shall be binding upon the Allottee and to that extent the terms and conditions, rights and obligations of the Allottee under this Agreement shall stand modified or changed or altered. Provided however, such change, modification or alteration under any circumstances shall not prejudicially affect the right of the Allottee to reserve the Unit in accordance with the terms and condition of this Agreement.

### **13.2 TERMINATION / CANCELLATION:**

- a. Termination by the Promoter:
  - 1. The Promoter shall have the right to terminate this Agreement in any of the

following events:

- i. The Allottee delays or defaults in making payment as per the terms and conditions mentioned in this Agreement;
  - ii. The Allottee commits any breach or default or violation of any of the terms, conditions or provisions on his part provided under this Agreement; or
  - iii. As mentioned in the terms and conditions of this Agreement.
2. The Promoter may effect the termination under this Agreement by preparing a Memorandum of Termination, and execute the same and/or get it registered. Such Memorandum of Termination shall be binding upon the Allottee with the same spirit and intention as if such Memorandum was executed by the Allottee. The cost charges and expenses relating to the same shall be to the account of the Allottee.
- b. Consequences of Termination/Cancellation of this Agreement:
1. The Promoter shall be entitled to forfeit the EMD and entitled to claim any further and other liquidated damages. The balance of the amount paid by the Allottee will be refunded by the Promoter to the Allottee without any Claims only after the disposal of the Unit (reserved by the Allottee under this Agreement) to any other party and upon receipt of the full amount on such disposal. The deficit, if any, will be paid or reimbursed by the Allottee to the Promoter. Such refund will also be subject to the final settlement. No Claims shall be payable or entertained by the Promoter.
  2. The Allottee shall claim no rights expressed or implied under this Agreement or otherwise.
  3. The Promoter shall be entitled to cancel reservation of the Unit and to dispose of the Unit reserved for the Allottee to any other party and/or in any other manner whatsoever as the Promoter may determine.

### **13.3 INDEMNIFICATION:**

Without prejudice to other rights and remedies of the Promoter under the terms, conditions and provisions herein, and also otherwise available under the law and in addition thereto, the Allottee shall indemnify and keep the Promoter, its directors, employees, agents, representatives, estate and effect indemnified and hold harmless against the payments and observance and performance of all the covenants and conditions on his part herein and against any loss, damage, liability, action, claim, suit, proceedings, cost, charges, legal fees and expenses that may arise due to non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee as mentioned herein.

### **13.4 INTELLECTUAL PROPERTY RIGHTS:**

- a) Any intellectual property rights including copyright, patent, design,

trademark, etc. of and relating to the said Project, its design, infrastructure facility and other common amenities, etc., or any photography and videography thereto and all and every rights and interest in any form whatsoever in respect thereof will be the sole property of the Promoter.

- b) The Promoter may photograph or videograph the said Project and development that may be done thereon. Such photography and videography and results thereof may be used by the Promoter or any other person authorized by it for promotion, display, advertisement, competition, fair, museum, and also to transfer and assign all or any rights relating thereto for hire, reward or consideration to such person in such manner as the Promoter may deem fit and proper.

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 any society or association or company or towards the outgoings/charges and shall utilize the amounts only for the purposes for which they have been received.

15. This Agreement shall not be construed as a grant, demise or assignment in law, of the other Units or any part thereof. The Allottee shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the respective allottees or the Promoter, as the case may be, until the same is transferred as hereinbefore mentioned.

**16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has agreed to take such Unit.

**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/annexures along with the payments due as stipulated in the Payment Plan and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee 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 for booking/reservation of the Unit of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount, subject to adjustment and recovery of liquidated damages and other amount which may be payable to Promoter as mentioned in this Agreement, shall be returned to the Allottee without any Claims, interest or compensation whatsoever.

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

#### **21. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under 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 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.

#### **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 allottees in Project, the same shall be in proportion to the carpet area of plot area of the Unit to the total carpet area of all the Units plot area 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 of 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. 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 at Palanpur, District Banaskantha. 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, communications and letters 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 at their respective addresses specified below:

Name of Allottee (Allottee's Address) Notified Email ID:

Name of Promoter (Promoter's Address) Notified Email ID:

**SHIVANTA ASSOCIATES**

Address:

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 or by notified Email ID failing which all notices, 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.

26.1 The letters, receipts, notices, communication, etc. issued by the Promoter dispatched to the postal address of the Allottee as mentioned in this Agreement or e-mailed to him on the address in the records of the Promoter shall be sufficient proof of receipt of the same by the Allottee and shall completely and effectively discharge the Promoter of its duty to dispatch/serve letters, receipts, notices, communication, etc. as and when applicable.

26.2 The letters, receipts, notices, communication etc. issued by the Allottee shall be dispatched to the registered address of the Promoter as mentioned in this Agreement.

26.3 The Allottee shall be obliged to notify the Promoter of any changes to the address or any of the other details of contact specified with the Promoter, provided, however, that such notification shall only be effective on the date specified in such notice or 5 (*five*) days after the notice is given, whichever is later.

26.4 Rejection or refusal to accept or the inability to deliver the notice because of the changed address of which no notice was given shall be deemed to be receipt of the notice by the Allottee as of the date of such rejection, refusal or inability to deliver.

27. **WAIVER**: Any delay by the Promoter in enforcing the terms of this Agreement or any forbearance or giving time to the Allottee shall not be considered as a waiver on the part of the Promoter of the Allottee nor shall the same in any manner prejudice the remedies of the Promoter.

28. **COUNTERPARTS**: This Agreement may be executed in two counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

**29. MISCELLANEOUS:**

- a) The Promoter has declared and announced the said scheme by issuing brochure and pamphlets and also inserting advertisements in newspapers and publishing in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon

herein shall prevail.

- b) The Allottee hereby confirms that he has all right, power, authority, capacity and competency to enter into this Agreement.
- c) The Allottee hereby agrees to execute such other papers, writings, documents etc. as may be necessary for the purpose of giving effect to this Agreement.
- d) The Allottee hereby declares that he has read, understood and agreed each and every term of this Agreement before execution and this Agreement is signed and executed without any undue influence or coercion.

**30. Stamp Duty and Registration:**

The charges towards stamp duty, registration charges, legal fees and all and every related cost, charges and expenses as may be required to be executed under this Agreement shall be borne and paid by the Allottee.

**31. Dispute Resolution:**

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

**32. Governing Law**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Palanpur, Banaskantha (Gujarat) will have the exclusive jurisdiction for this Agreement.

**[THE REMAINDER OF THIS PAGE HAS BEEN LEFT  
INTENTIONALLY BLANK]**

**FIRST SCHEDULE**

**(DESCRIPTION OF THE SCHEME LAND)**

All those pieces and parcels of non-agricultural lands or grounds situate, lying and being at Mouje Palanpur, Taluka Palanpur in the District of Banaskantha and Registration Sub-District of Palanpur bearing Block/Survey No. 1931.002 (Old Block/Survey No. 427 paiki 3) admeasuring approximately **7484.93** Sq. Mtrs.

**[THE REMAINDER OF THIS PAGE HAS BEEN LEFT  
INTENTIONALLY BLANK]**

**SECOND SCHEDULE (THE UNIT)**

All that Unit No. \_\_\_\_\_ Unit Type \_\_\_\_\_ of Scheme “**S9 BUNGLOWS**” having carpet area admeasuring \_\_\_\_\_Sq. yds. equivalent to \_\_\_\_\_Sq. Mts. and “balcony/verandah 1” having area admeasuring \_\_\_\_\_Sq. Yards (equivalent to \_\_\_\_\_Sq. Mtrs.), “balcony/verandah2” having area admeasuring \_\_\_\_\_Sq. Yards (equivalent to \_\_\_\_\_Sq. Mtrs.), and “open terrace” having area admeasuring \_\_\_\_\_Sq. Yards (equivalent to \_\_\_\_\_Sq. Mtrs.) forming part of the Unit and also exclusive right to own, occupy and enjoy the plot land beneath and adjacent such Unit admeasuring \_\_\_\_\_Sq. Yards (equivalent to \_\_\_\_\_Sq. Mtrs.), with undivided share in common land areas admeasuring \_\_\_\_\_Sq. Yards (equivalent to \_\_\_\_\_Sq. Mtrs.) and the said land to be handed over, managed, maintained and administered and held by the society as aforesaid, subject to and in accordance with the applicable provisions herein, and also applicable provisions of RERA Act, and that the Said Unit is bounded as follows:

On or towards East by                :

On or towards West by                :

On or towards North by                :

On or towards South by                :

**[THE REMAINDER OF THIS PAGE HAS BEEN LEFT  
INTENTIONALLY BLANK]**

IN WITNESS WHEREOF the Promoter hereinabove named has set its hands and signed this Agreement for Sale at Ahmedabad in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED  
Promoter:  
(Authorized Signatory)



\_\_\_\_\_

WITNESSES:  
Name \_\_\_\_\_ Signature \_\_\_\_\_  
  
Name \_\_\_\_\_ Signature \_\_\_\_\_

ANNEXURE–A

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE-B  
FLOOR PLAN OF THE UNIT

ANNEXURE-C

(Specification for the Unit)

Above specifications are already provided at the Site, checked, verified and inspected by the Allottee, and in accordance with which the possession of the Unit to be handed over.

ANNEXURE-D  
(Payment Plan)

The total basic aggregate consideration amount for the Unit mentioned hereinabove Rs. \_/-  
(Rupees \_\_\_\_\_ only).

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. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the said Unit.
- iii. Amount of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs and stilts of the said Unit.
- iv. Amount of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls internal plaster, flooring doors and windows of the said Unit.
- v. Amount of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings and entire internal work of the said Unit.
- vi. Amount of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) (not exceeding 95% 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 the said Unit.
- vii. Balance Amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) to be paid to the promoter against and at the time of handing over of the possession of the Unit to the Allottee on or after receipt of the occupancy certificate or completion certificate whichever is earlier.

Note:

However, the Promoter reserves right to revise, decide and agree to an another or different suitable payment schedule, other than what is stated herein above like Down Payment Option, Fixed Installments Option or any other options subject to the consent of the Allottee, during the course of this agreement from time \_\_\_\_\_ to \_\_\_\_\_ time.

ANNEXURE–E  
(Layout plan of the Said Scheme)

SCHEDULE AS PER SECTION 32 (A) OF REGISTRATION ACT.

THE PROMOTER AFORESAID  
**SHIVANTA ASSOCIATES**  
Represented by its Partner and Authorized Person  
Hardik Navinchandra Raval

.....

THE ALLOTTEE AFORESAID

.....