

RERA

AGREEMENT FOR SALE

The Agreement made on.....day of the month..... of the Year Two THOUSANDS and THREE between the Gujarat Housing Board (GHB) constituted under the Gujarat Housing Board Act No XXVIII of 1961 acting through its Housing commissioner here in after called the 'Board' which shall unless in consistant with the context of meaning include, its successors in the office and assignees of the **FIRST PART;**

PAN NO OF GUJARAT HOUSING BOARD : AAALG0206E

AND THE PURCHASER

SHRI/SMT:

ADDRESS:

AGE: . OCCUPATION:

ALLOTTED FLAT NO:

SCHEME ADDRESS:

RERA-REGISTRATION-NO:

BUILDINGPERMISSION/RAJACHITHTHINO:

APPLICATION NO:

PANCARD NO: -

ADDHARCARDNO:

MOBILENO:

OTP IN PMAY PORTAL:

Herein after referred to as "the allottee" (hereinafter called the party of **SECOND PART**, which expression shall, unless inconsistent with the context or meaning, includes his Nominees, as hereinafter provided, and failing which his heirs, executors and assignees) of the **SECOND PART**;

WHEREAS,

The Housing commissioner Gujarat Housing Board has decided to develop on the piece or parcel of Acquired/ allotted by government land lying and being at **HATHIJAN** in the Registration Sub-District of **AHMEDABAD** admeasuring sqmts. or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the terms and conditions.

AND WHEREAS the GHB is entitled and enjoined upon to construct buildings on the project land **NO**:

RERA REGISTRATION NO:

AND WHEREAS the Gujarat Housing Board is in possession of the project land

AND WHEREAS the Board has proposed to construct **BLOCKS** on the project land (here specify number of buildings and wings thereof) having (here specify number Basements/podiums/stilt and upper floors)

AND WHEREAS the Allottee is offered an Apartment bearing number on the **floor**, (herein after referred to as the said "Apartment") in the Building called (herein after referred to as the said "Building") being constructed in the phase V of the said project, by the GHB.

AND WHEREAS the GHB has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **AHMEDABAD** **NO:**

, authenticated copy is attached in Annexure 'B';

AND WHEREAS by virtue of project land ownership GHB has sole and exclusive right to sell the Apartments in the said building/s to be constructed by GHB on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, GHB has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by

the GHB's Architects Messrs:- Sand
of such other documents as are specified under the **Real Estate
(Regulation and Development) Act, 2016 (hereinafter referred
to as "the said Act")** and the Rules and Regulations made
thereunder and the Allottee if satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the GHB, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the GHB to the project land on which the Apartments are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect of the same.

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

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the GHB and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project has also been inspected by the Allottee,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee has been annexed and marked as **Annexure-A**

AND WHEREAS the GHB has got some of the commencement approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the GHB while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the GHB has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the GHB in demand survey dated _____ with for allotment of an **Apartment No:** _____ on _____ floor situated in the building No." " being constructed in the phase _____ of the said Project,

AND WHEREAS the **carpet area** of the said Apartment is **SQMTS** and "carpet area" means the net usable floor area of an apartment, 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 apartment.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the GHB a sum of **Rs _____ /-(Rupees only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the GHB to the Allottee as advance payment or Application Fee (the payment and receipt whereof the GHB both hereby admit and acknowledge) and the Allottee has agreed to pay to the GHB the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the "**RERA**" said Act the GHB is required to execute a written Agreement for sale of said Apartment 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 GHB hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot/ Row House/ Tenament/ Shop/Office/Godown) & the garage/covered parking (if applicable).

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

1. The GHB shall construct the said building/s consisting of PARKING FLOOR ON ground, and 7 upper floors 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 GHB shall have to obtain prior consent in writing of the Allottee.

in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a) The Allottee hereby agrees to purchase from the GHB and the GHB hereby agrees to sell to the Allottee **Apartment No.** of the type **FLAT** of carpet area admeasuring **28.46 SQMTS** of **floor** in the building " " (hereinafter referred to as "the Apartment") for the consideration of **Rs.** /-including **Rs.0.00(NIL)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1(b) The total aggregate consideration amount for the apartment mentioned herein above from clause 1(a) **Rs.** /-(**Rupees ONLY**)

1(c) The Allottee has paid on or before execution of this agreement a sum of **Rs.** /-(**Rupees THOUSANDS only**), (not exceeding **20 %** of the total consideration) as advance payment or application fee and hereby agrees to pay to that GHB the balance amount of **Rs.** /-(**Rupees only**) in the following manner:-

i. Amount of **Rs.** /- (**Rupees ONLY**) (not exceeding **30%** of the total consideration) to be paid to the GHB after the execution of Agreement. Up to Date:

ii. Amount of **Rs.** /-(**Rupees ONLY**) (not exceeding **45%** of the total consideration) to be paid to the GHB on completion of the Plinth of the building or wing in which the said Apartment is located. Up to Date:

iii. Amount of **Rs.** /-(**Rupees ONLY**) not exceeding **70%** of the total consideration) to be paid to the GHB on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located. Up to **Date:**

iv. Amount of **Rs.** /- (**Rupees ONLY**) not exceeding **75%** of the total consideration) to be paid to the GHB on completion of the walls, internal plaster, floorings doors and windows of the said Apartment. Up to **Date:** **01/03/2020**

v. Amount of **Rs.** /-(**Rupees ONLY**) (not exceeding **80%** of the total consideration) to be paid to the GHB on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment. Up to **Date:**

vi. Amount of Rs. /-(Rupees

ONLY) (not exceeding 85% of the total consideration) to be paid to the GHB on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located. Up to **Date:**

vii. Amount of Rs. /- (Rupees

ONLY) (not exceeding 95% of the total consideration) to be paid to the GHB on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located. Up to **Date:**

viii. Balance Amount of Rs. /-(Rupees

ONLY) against and before handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate. Up to **Date:**

1(d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the GHB by way of Value Added Tax, GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the GHB) up to the date of handing over the possession of the (Apartment/Plot/Row House/Tenament/Shop/Office/Godown) payable by the Allottee in the manner as may be decided by the GHB.

1(e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The GHB 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 GHB 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 GHB may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ NIL% per annum for the period by which the respective instalment 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 GHB.

1(g) The GHB shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is

complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the GHB. If there is any reduction in the carpet area within the defined limit then GHB shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of 4%, 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 GHB shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the GHB 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 GHB may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the GHB to adjust his payments in any manner.

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

2.1 The GHB hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the GHB as well as the Allottee. The GHB shall abide by the time schedule for completing the project and handing over the (Apartment/Plot/Row House/Tenament/Shop/Office/Godown) to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the 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 GHB as provided in clause 1 (c) herein above. ("Payment Plan"). As per GHB policy land of the property to be allotted to beneficiary on lease hold basis.

3. The GHB hereby declares that the Floor Space Index available as on date in respect of the project land is 6120 **SQMTS** only and GHB has planned to utilize Floor Space Index 1794.26 **SQMTS** of 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 GHB has disclosed the Floor Space Index of 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 GHB by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to GHB only.

4.1 If the GHB fails to abide by the time schedule for completing the project and handing over the (Apartment/Plot/Row House/Tenament/Shop/Office/Godown) to the Allottee, the GHB agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 8% 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 GHB, interest at the rate of 8% per annum, on all the delayed payment which become due and payable by the Allottee to the GHB under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the GHB.

4.2 Without prejudice to the right of GHB 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 GHB under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the GHB shall at his own option, may terminate this Agreement:

Provided that, GHB shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the GHB within the period of notice then at the end of such notice period, GHB shall be entitled to terminate this Agreement.

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

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

6. The GHB shall give possession of the (Apartment/Plot/ Row House/Tenament/Shop/Office/Godown) to the Allottee on or before. **Of 31 December 2025.** If the GHB fails or neglects to give possession of the (Apartment/Plot/ Row House/Tenament/Shop/ Office/Godown) to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the GHB shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the GHB received the sum till the date the amounts and interest thereon is repaid. Provided that the GHB shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The GHB, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the (Apartment/Plot/Row House/ Tenament/Shop/Office/Godown), to the Allottee in terms of this Agreement to be taken within **3 (three months)** from the date of issue of such notice and the GHB shall give possession of the (Apartment/Plot/ Row House/ Tenament/Shop/Office/Godown) to the Allottee. The GHB agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the GHB. The Allottee agree(s) to pay the maintenance charges as determined by the GHB or association of allottees, as the case may be. The GHB on its behalf shall offer the possession to the Allottee in writing within **7days** of receiving the occupancy certificate of the Project. Association has to be formed by electing members from within members of the Allottee who would take over the common services of the Project. After which possession of the would be handed over individually to the allottees, After registration of Conveyance Deed in relevant sub registrar office in the district.

7.2 The Allottee shall take possession of the (Apartment/Plot/ Row House/ Tenament/Shop/Office/Godown) within **15days** (after Conveyance deed registration in sub register office) the written notice from the GHB to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of (Apartment/Plot/ Row House/ Tenament/Shop/Office/Godown):

Upon receiving a written intimation from the GHB as per clause 7.1, the Allottee shall take possession of the (Apartment/Plot/ Row House/ Tenament/Shop/Office/Godown) from the GHB by

executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the GHB shall give possession of the (Apartment/Plot/ Row House/ Tenament/Shop/Office/Godown) to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable, Whatever extra charges decided by the Association also.

7.4 If within a period of five years from the date of allotment declared by GHB to handing over the Apartments to the Allottee, the Allottee brings to the notice of the GHB any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the GHB at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the GHB, compensation for such defect in the manner as provided under the Act. Provided that the GHB 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 GHB or beyond the control of the GHB.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of (Apartment/Plot/ Row House/ Tenament/Shop/Office/Godown).(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the GHB may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the GHB within seven days of the same being forwarded by the GHB to the Allottee, so as to enable the GHB to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 **Within 15days** after notice in writing is given by the GHB to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the maintainance charges **RS. /- + (/- Association Fee** payable to the association of the colony formed by GHB & other charges payable to GHB i.e . **RS. /- NAA CHARGES +RS. LEASE**

FEE +RS. /- PLAN & DOCUMENTAL CHARGES & such other charges, etc , as demanded by GHB.) Of outgoings respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the GHB such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the GHB provisional monthly contribution of **Rs. /- per month** towards the outgoings. The amounts so paid by the Allottee to the GHB shall not carry any interest and remain with the GHB 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 premises shall pay to the GHB such proportionate share of the outgoings as may be determined by the GHB and which are not covered in any other provisions of this agreement.

11. The Allottee shall pay to the GHB a sum of **Rs. /-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the GHB in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. The Allottees shall pay the stamp duty and registration charges payable for registration of conveyance deed.

13. REPRESENTATIONS AND WARRANTIES OF THE GHB.
The GHB hereby represents and warrants to the Allottee as follows:

- i. The GHB has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The GHB has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the GHB has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The GHB 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 GHB has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said (Apartment/Plot/ Row House/ Tenement/Shop/Office/Godown) which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The GHB confirms that the GHB is not restricted in any manner whatsoever from selling the said (Apartment/Plot/ Row House/ Tenement/Shop/Office/Godown) to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the GHB shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The GHB has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 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 GHB in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the GHB as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the GHB to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of the GHB 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 Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the GHB within fifteen days of demand by the GHB, 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 Apartment 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 Apartment 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 Apartment until all the dues payable by the Allottee to the GHB 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 Apartments 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 Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. The Allottee shall permit the GHB 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 GHB 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.

15. The GHB shall maintain a separate account in respect of sums received by the GHB from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the GHB until the same is transferred as hereinbefore mentioned.

17. GHB SHALL NOT MORTGAGE OR CREATE A CHARGE

After the GHB executes this Agreement he shall not mortgage or create a charge on the (Apartment / Plot / RowHouse/ Tenament /Shop /Office/Godown) 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 (Apartment/Plot/ Row House/ Tenament/ Shop/Office/Godown).

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the GHB does not create a binding obligation on the part of the GHB 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 GHB. If the Allottee(s) fails to execute and deliver to the GHB 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 GHB, then the GHB shall serve a notice to the Allottee for rectifying the default, which if not rectified **within 15 (fifteen) days** from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be forfeited to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. 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 [Apartment/Plot], in case of a transfer, as the said obligations go along with the (Apartment/ Plot/ RowHouse/Tenament/Shop /Office/Godown)) for all intents and purposes.

22. 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the (Apartment/Plot/ Row House/Tenament /Shop /Office /Godown) in the Project.

24. 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.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the GHB through its authorized signatory at the GHB's Office, or at some other place, which may be mutually agreed between the GHB and the Allottee, in after the Agreement is duly executed by the Allottee and the GHB or simultaneously with the execution the said Agreement shall be registered at the office of the sub-Registrar AHMEDABAD-11, ASLALI, AHMEDABAD.

Hence this Agreement shall be deemed to have been executed at SUB-REGISTRAR AHMEDABAD-11 ASLALI, AHMEDABAD.

26. The Allottee and/or GHB shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the GHB will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the GHB as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the GHB by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective address specified below:

NAME OF ALLOTTEE:

ALLOTTEE ADDRESS :

Notified Email ID: NIL

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

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the GHB 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.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably,

which shall be referred to the Appropriate Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

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

First Schedule Above Referred to Description of the freehold/leasehold land and all other details. Second Schedule Above Referred to here set out the nature, extent and description of common areas and facilities.

Executive Engineer
Housing Division, GHB
Ahmedabad

Estate Manager
Gujarat Housing Board
Ahmedabad

SIGNED AND DELIVERED BY THE WITHIN NAME

Allottee: (including joint buyers)

(1) NAME: _____

(2) _____

DATE: / /

PLACE: AHMEDABAD

in the presence of WITNESSES:

1. Name _____

Signature _____

2. Name _____

Signature _____

(Authorized Signatory) WITNESSES:

1) Name _____

Signature _____

2) Name _____

Signature _____

Executive Engineer
Housing Division, GHB
Ahmedabad

Estate Manager
Gujarat Housing Board
Ahmedabad

Signed, sealed and delivered by
THE HOUSING COMMISSIONER,
GUJARAT HOUSING BOARD,
AHMEDABAD.

DATE: / /

PLACE: AHMEDABAD

FLAT NO: EWS-1/C/201

SCHEME: 392 EWS-I PHASE V HATHIJAN

Executive Engineer
Housing Division, GHB
Ahmedabad

Estate Manager
Gujarat Housing Board
Ahmedabad

FLAT NO: EWS-1/C/201
SCHEME: 392 EWS-I PHASE V HATHIJAN

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS. ATTACHED HEREWITH

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT ATTACHED HEREWITH

ANNEXURE -A

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE -B

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

ANNEXURE - C

(Specification and amenities for the Apartment)

Received RS.7500 /-of and from the Allottee above named the sum of Rupees SEVEN THOUSANDS & FIVE HUNDREDS ONLY in form of D.D. NO/REFERENCE NO:26539 BANK/MODE: BANDHAN BANK DATE OF CLEARING:10.08.2016 on execution of this agreement towards Earnest Money Deposit or application fee I say received.

Name:

Sign.

Executive Engineer
Housing Division, GHB
Ahmedabad

Name:

Sign.

Estate Manager
Gujarat Housing Board
Ahmedabad

**Signed, sealed and delivered by
The Housing Commissioner,
GUJARAT HOUSING BOARD,
AHMEDABAD.**

FLAT NO: EWS-1/C/201 SCHEME: 392 EWS-I PHASE V HATHIJAN
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Schedule as per

Section 32[A] of

Registration Act

Allottee's
Photograph

Owner's
Photograph

Executive Engineer
Housing Division, GHB
Ahmedabad

Estate Manager
Gujarat Housing Board
Ahmedabad

FLAT NO: EWS-1/C/201
SCHEME: 392 EWS-I PHASE V HATHIJAN