

AGREEMENT FOR SALE

Sub: Unit No. «Unit_Desc» in «Block» on «Floor» of project known as "Shaunak Apartments" situated at Mouje: Vejalpur, Taluka Vejalpur, District: Ahmedabad on the land bearing Survey No. 502/A/1 paiki 1

This Agreement for Sale ("Agreement") made at Ahmedabad this _____ day of _____ in the year Two Thousand and Eighteen by and amongst:

The Sanidhya Co-operative Housing Society Limited, (PAN : AADAT5009K)



co-operative housing society, registered under the Gujarat Co-operative Societies Act 1961, by registration No. NDHN/AHM/GH (BHA) 24713/2013 on 31/07/2013, having its registered / administrative office at Vejalpur, Taluka Vejalpur, District Ahmedabad, hereinafter referred to as the **"Party of the First Part" or "The Original Owner" or "The Society"** (which shall unless it be repugnant to the context or meaning thereof mean and include its present and future Chairman, Secretary, Committee members, executors, administrators, successors, assigns etc.) of the **FIRST PART**;

And

Bakeri Projects Pvt. Ltd., (Erstwhile: Bakeri Engineering & Infrastructure Ltd.) (PAN-AAGCB1864L/ CIN : U45203GJ2015PTC082128), a company duly incorporated under the Companies Act, 1956 and having its registered office at "Sanskrut", 4th Floor, Old High Court Road, Navrangpura, Ahmedabad-380 009, hereinafter referred to as **"Party of the Second Part" or "The Promoter" or "The Developer" or "the Company"** (which expression shall unless repugnant to the context and meaning thereof mean and include its present and future directors, representatives, executors, administrators, successors, assigns etc.) of the **SECOND PART**;

And

«Cust_Name», (PAN : «Cust_Panno»),(AADHAR NO. :«Main_Appl_Aadhar_Card»),

«Jt_Appl_1»,(PAN :«Jt_Appl1_Panno»), (AADHAR NO. :«J1_Appl_Aadhar_Card»),

Adult, Hindu by religion, residing at «Address_1»«Address_2» «Address_3», «City»-«Pin_Code»(hereinafter called the **"The Party Of The Third Part" Or "The Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees), of the **THIRD PART**;



Unless otherwise specifically stated in this Agreement, any singular term or reference shall include plural and vice versa, masculine gender shall include feminine or neutral gender or vice versa.

Unless otherwise specifically stated in this Agreement, the Parties to this Agreement are individually referred to as Party and jointly and / or collectively as Parties.

WHEREAS

Sakal Co-operative Housing Society Ltd. Vibhag-9 and Sakal Co-operative Housing Society Ltd. Vibhag-10 were entitled to the non-agricultural land situate at Mouje Vejalpur, Taluka Vejalpur, District Ahmedabad, comprised in Draft Town Planning Scheme no. 83 (Vejalpur-Gyaspur-Maktampur), by Proposed Final Plot no.26+27 admeasuring 22705 sq. mtrs. bearing original Survey no. 502/A/1 paiki 26 and admeasuring 26099 sq. mtrs. bearing original Survey no. 502/A/1 paiki 25;

AND WHEREAS said Sakal Co-operative Housing Society Ltd. Vibhag-9 and Sakal Co-operative Housing Society Ltd. Vibhag-10 entered into an Agreement for Development on 28/02/2011 (hereinafter referred to as "Development Agreement") with the Promoter to develop land admeasuring 15687 sq. mtrs. out of land admeasuring 22705 sq. mtrs. and 26099 sq. mtrs. Now the Promoter has promoted scheme of residential Units over the land admeasuring 6349.52 sq. mtrs.(rounded off 6350 sq. mtrs.) more particularly described in the **SCHEDULE-A** hereunder written (**hereinafter referred as to "the Project Land"**) and in view of subsequent development the rights and obligations under the said agreement have been transferred and those rights and obligations are now the rights and obligations between the Original Owner and the Promoter;

AND WHEREAS thereafter said Sakal Co-operative Housing Society Ltd. Vibhag-9 and Sakal Co-operative Housing Society Ltd. Vibhag-10 have been amalgamated with 7 other Societies by and in pursuance of an order dated 31/07/2013 made by District Registrar of Co-operative Societies (City), Ahmedabad under the provisions of the Gujarat Co-operative Societies Act and that in view of the order of amalgamation, a Society viz. the Sanidhya Co-operative Housing Society Ltd. i.e. the party of the first part came into existence on 31/07/2013;



AND WHEREAS The Sanidhya Co-operative Housing Society Ltd. i.e. the Original Owner, in pursuance of the above order, having all assets and liabilities of all the amalgamated societies having vested in it, is well and sufficiently entitled to the land situated Mouje Vejalpur, Taluka Vejalpur, District Ahmedabad bearing Survey No. 502/A/1 paiki 1 admeasuring 1,50,155 sq. mtrs. and that a mutation entry No. 15027 has been made in Revenue Record on 13/09/2013 mutating the name of the Original Owner as being entitled to said land and Ahmedabad Municipal Corporation has allotted Proposed Final Plot Nos. (1) 26+27,(2) (19+20+21+22+23+24+25)/1, (3) 4 and (4) 5 to the said land;

AND WHEREAS, the said land earlier belonged to all amalgamated societies as non agricultural land and that permission for non-agricultural residential use of the said land has been earlier granted.

AND WHEREAS the Town Development Officer, Ahmedabad Municipal Corporation, has permitted development of the Project Land and approved plans over the Project Land and issued commencement Letter/Rajachitthi nos. (1) 9357/170217/A8054/R1/M1, (2) 9358/170217/A8057/R1/M1 and (3) 9359/170217/A8056/R1/M1, on 22/09/2017 ,

AND WHEREAS the Original Owner has resolved to develop or continue to develop the Project Land out of its aforesaid total land admeasuring 150155 sq. mtrs. and has agreed with the Promoter to adopt development agreement which was earlier entered into with the erstwhile society and entrusted to the Promoter, the development of the Project Land, more particularly described in **SCHEDULE-A** for the Scheme of construction and to continue development of Housing Project on the terms and conditions agreed under earlier Development Agreement referred to hereinabove and authorized it to enroll members in the scheme, collect money and permitted the use of the Project Land for the aforesaid purpose and to charge development cost, collect contribution from the members of the Scheme towards the Project Land and carry out construction and to enter into agreement with the prospective members;



AND WHEREAS as entitled under Development Agreement in respect of the Project Land and in accordance with the plans sanctioned by Ahmedabad Municipal Corporation vide order dated 22/09/2017 the Promoter developed a scheme of residential units with common amenities and facilities on the said Project Land named and known as "**SHAUNAK APARTMENTS**", (hereinafter referred to as "**the Project**"), more particularly emanating from the copy of approved plans.

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the Project Land and completely possessed of the Project Land by virtue of the Development Agreement;

AND WHEREAS the Promoter has registered the Project under the provisions of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act") with the Real Estate Regulatory Authority vide no PR/GJ/AHMEDABAD/AHMADABAD CITY/AUDA/RAA00019/A1R/261218, dated 26/12/2018, authenticated copy is attached in **Annexure : 1-**;

AND WHEREAS by virtue of the Development Agreement the Promoter has sole and exclusive right to sell the Units comprised in the said Project constructed / to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the Allottee(s)/s of the Units to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoter has supplied all the information and explanations and given inspection / access to the Allottee of all the documents of title relating to the Project Land, approved plans prepared by Architect Ruchi K. Shah, documents forming part of the application for registration made under the Act, particulars of Unit and the Project including but not limited to design, type, specifications, carpet area, open space, share in the undivided Project Land, rights and obligations of easement, elevation, common area, etc., Proforma of Agreement for Sale and Conveyance Deed and the Allottee has thoroughly inspected at its own as well as through proper person / advisor / consultant and full as well as



unconditionally satisfied in respect of the same;

AND WHEREAS the Allottee has himself or through competent representative visited and inspected the Project and unconditionally satisfied and assured himself as regards sufficiency, appropriateness and progress of the construction and its quality, fitness and suitability.

AND WHEREAS the Promoter has got some of the 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/Building Use Permission or Occupancy Certificate of the said Building.

AND WHEREAS the title of the Original Owner to the Project Land is clear and marketable and the Original Owner and the Promoter have represented that they have not entered into any memorandum of understanding, agreement for sale, lease, or any other similar agreement with any other person or entity for the purpose of transfer or conveyance of the Unit and also have not created any mortgage, charge or lien over the said land, except charge and receivables of the Scheme are escrowed to TATA Capital Financial Services Ltd, Ahmedabad and has agreed to issue No Objection Certificate with regard to transfer of the Unit described hereinafter, to the intending purchaser without encumbrance as and when Deed of Conveyance is to be executed;

AND WHEREAS the Allottee expressed his interest to purchase a residential Unit along with parking in the said Project constructed/ to be constructed on the said land, more particularly described in the **SCHEDULE-B** (*referred to as "Unit" in this Agreement*) with undivided proportionate share in the Project Land and common area

AND WHEREAS the carpet area of the Unit as mentioned in **SCHEDULE-B** and "carpet area" means the net usable floor area of an 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.

The Association of Allottees may be a co-operative Housing Society, non trading corporation, company, partnership firm or any other entity. The Association of Allottees has been promoted for the purpose of day to day maintenance of common areas and common amenities of the said Scheme and for maintaining long term social and cultural harmony, homogeneity, social character of the Scheme and restrict transfer of Units.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other, except such expressly and explicitly verified and satisfied as regards its correctness and truthfulness, to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter an amount as mentioned in **SCHEDULE-E**, being part payment of the sale consideration agreed as advance payment and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said 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 and the Original Owner hereby agrees to transfer undivided proportionate share in Land to the Association.



Allottees .

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

SCOPE OF THE AGREEMENT AND CONSIDERATION

1. The Promoter hereby agrees, subject to the terms and conditions of this Agreement, to construct the said Project 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.

2. The Allottee hereby irrevocably agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the said Unit for consideration more particularly described in **SCHEDULE-C** (*hereinafter referred to as "Price"*) which is inclusive of the consideration of undivided proportionate share in the Project Land and Common Area, It is be and hereby agreed that the Price stated hereinabove shall be inclusive of duties and taxes paid or payable by the Promoter but does not include Service Tax as leviable under **Finance Act, 1994**, *Goods and Services Tax as leviable* under Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017 and Gujarat Goods and Services Tax Act, 2017 or any other statute as may be in force in respect of Goods and Services Tax, or any other tax in lieu of Goods and Services Tax leviable and payable by the Promoter upto the date of handing over the possession of the said Unit, any other taxes, duties, levies, fees, charges by whatever name called levied or leviable under any Statute, Rules, Regulations, Notifications or Instructions of whatsoever nature or



levied or leviable by any Government, local authority or Governmental Authority including but not limited to stamp duty leviable on conveyance deed of the Unit, Municipal Taxes applicable to the Unit as well as undivided proportionate share in the Project Land and Common Area and payable by the Allottee in connection with the said Unit.

3. It is be and hereby agreed that the Price stated hereinabove shall not include cost of registration of conveyance deed, stamp duty, legal charges, water charges, electricity charges, maintenance charges, contribution to corpus of the maintenance society / association, development charges.
4. The 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 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..
5. It is be and hereby agreed that the Promoter may allow, in its sole discretion and without any compulsion / obligation, a discount as may be solely decided by the Promoter for early payments of the Price or part of the Price or good conduct and co-operation by the Allottee.

PAYMENT PLAN

6. The Allottee has paid on or before execution of this agreement amount as advance payment as mentioned in **SCHEDULE-E** and hereby agrees to pay to that Promoter the balance amount in the manner agreed upon in the **SCHEDULE-D** (hereinafter referred to as "Payment Plan").
7. The Allottee authorizes the Promoter to adjust/appropriate all payments made by it under any head(s) of dues against lawful outstanding, if any, in its name as the Promoter may in its sole discretion deem fit and the Allottee



not to object/demand/direct the Promoter to adjust his payments in any manner.

8. Within 15 days after 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 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 Association of Allottees is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of as may be decided towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the Association of Allottees as aforesaid.
9. Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall, on or before delivery of possession of the said premises pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.
10. The Allottee shall pay to the Promoter an amount for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Association of Allottees, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

At the time of registration of Deed of Conveyance, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges



payable.,

ESSENCE OF THE AGREEMENT AND TERMINATION

11. It is be and hereby agreed that the time is essence for the Promoter as well as the Allottee.
12. Save as otherwise provided, the Promoter shall abide by the time schedule for completing the project and handing over the Unit to the Allottee and the Common Area to the Association of Allottees after receiving the completion certificate or Building Use permission, as the case may be.
13. The Allottee shall make timely payments of the installment and other dues payable by it and meeting the other obligations under the Agreement.
14. The Allottee be and hereby acknowledges and agrees that the obligation to construct in timely manner can only be performed by the Promoter when timely payments are received by the Promoter from the Allottee as well as allottees of other Units as construction of the Project is a consolidated and collective activity which may be seriously compromised if payments are not made to the Promoter in timely manner. Notwithstanding anything contained anywhere, the Allottee shall not be entitled for either termination of this Agreement / cancellation of the allotment or receipt of any damages, compensations, interest, penalty of whatsoever nature and the Promoter shall not be liable to pay any damages, compensations, interest, penalty of whatsoever nature, for delay in construction, non-observance of time schedule for completion of the Unit, handing over the possession of the Unit, on account of insufficiency of funds / finance, directly or indirectly, caused due to delay on part of the Allottee or any other allottee(s). in payment of Price or part thereof. Notwithstanding anything contained anywhere, the Allottee be and hereby waives his right to claim interest, damages or compensation in respect of delay relating to the completion of work / handing over the possession of the Unit by the Promoter on account in case delay is attributable to the reasons stated in this clause.
15. Save as otherwise provided in this Agreement, if the Promoter fails to hand over the Unit to the Allottee, on or before the Estimated Completion Date,



defined hereinafter in this Agreement, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project and does not terminate this Agreement, simple interest at the rate of 10 % per annum, on all the amounts paid by the Allottee, for every month of delay from the Estimated Completion Date, till the handing over of the possession. The Allottee agrees to pay to the Promoter, simple interest at the rate of 10 % per annum, on all the delayed payments which become due and payable by the Allottee to the Promoter under the terms of this Agreement including but not limited to the amount became due as per Payment Plan, maintenance charges, taxes, interest etc., from the date the said amount is payable by the Allottee(s) to the Promoter till the actual date of payment.

16. Without prejudice to the right of Promoter to charge interest in terms of this Agreement, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter and on the Allottee committing three defaults of payment of dues as per this Agreement, whether consecutive or not, the Promoter shall at his own option and sole discretion, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen (15) days in writing to the Allottee, by Registered Post AD at the address of the Allottee and / or mail at the e-mail address provided in this Agreement, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement and cancel the Allotment.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee, subject to adjustment and recovery of agreed liquidated damages, fixed compensation, taxes and duties including Service Tax / Goods and Services Tax paid by the Promoter, or any other amount which may be payable to Promoter, within a period of 30



(Thirty) days of the termination, the installments of sale consideration of the Unit which may till then have been actually paid by the Allottee to the Promoter but not the amount of interest if any collected by the Promoter earlier.

Provided further that upon termination of this Agreement by the Promoter, the Allottee shall, subject to receipt of the refund, be liable to do all such acts, things and deeds as may be required by the Promoter in order to effect the termination including registration of the termination Agreement.

Provided further that the Promoter shall be at liberty to execute any instrument, agreement or deed for termination of this Agreement using the Power of Attorney if any obtained from the Allottee for this purpose and the Allottee shall not object to exercising of such Power of Attorney by the Promoter or revoke the Power of Attorney granted to the Promoter earlier.

Provided further that in the event of termination of this Agreement and refund to the Allottee as per this clause, the Promoter shall be at liberty to allot, transfer or sale the Unit to any other person(s) in any manner as it may deem fit and proper and enter into Agreement for Sale and cause it to be registered notwithstanding the fact that instrument of cancellation / termination of this Agreement is executed or not and registered or not and the Allottee shall not raise any objection or dispute of whatsoever nature before any person(s) or authority(ies) including but not limited to the Promoter, new allottee, registrar, Real Estate Regulatory Authority as regards such allotment / transfer / sale of the Unit to any other person(s).

POSSESSION AND CONVEYANCE

17. Subject to the provisions of this Agreement and notwithstanding anything contained anywhere else, the Promoter shall, upon receipt of the occupancy certificate or completion certificate or Building Use permission as the case may be but not later than the Estimated Completion Date, offer possession of the Unit to the Allottee which the Allottee shall be under an obligation to take within a period of 3 (Three) months from the date of such offer and subject to payment of entire Price along with all dues arising out of this Agreement.



Promoter as well as to the Association of Allottees. The Promoter shall intimate offer of possession along with specimen Deed of Conveyance of Titles.

18. In case of failure of the Promoter to offer possession of the Unit to the Allottee on or before the Estimated Completion Date on account of reasons beyond his control, the Promoter shall be liable, on demand but subject to the other provisions of this Agreement, to refund to the Allottee the amounts already received by him in respect of the Unit with simple interest at the same rate as may mentioned in the clause 16 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
19. For the purpose of this Agreement, the Estimated Completion Date for the project shall be March, 2021 and for Block _____ Estimated Completion date shall be _____ or such other date as may be extended by the Promoter from time to time in the event the Estimated Completion Date is required to be extended on account of reasons beyond his control and such extended date shall be regarded as the Estimated Completion Date for all the purposes
20. For sake of clarification it is provided that following reasons shall be treated as reasons beyond the control of the Promoter and accordingly the Promoter shall be entitled to extend the Estimated Completion Date, notwithstanding anything contained anywhere:
 - (i) any notice, order, rule, notification of the Government and/or other public or competent authority/court;
 - (ii) occurrence of force majeure i.e. war or flood, drought, fire, cyclone, earthquake, or any other natural calamity or act of God;
 - (iii) inordinate delay in receipt of any permission, license, approvals, sanction, clearances etc of whatsoever nature from Government, local authority, Governmental authority or other public sector undertakings, whether required at the time of construction or after construction;
 - (iv) inordinate delay in obtaining primary facilities such as electricity connection, water connection, drainage connection etc provided that the delay is not caused on account of negligence on part of the Promoter;



- (v) change in Government policy, public policy, rules and regulations which may adversely affect the Project or its constructions in any manner;
 - (vi) restrictions, prohibitions or any other directions by whatever name called, given or imposed by any regulatory authority including but not limited to Registrar of Co-Operative Societies, Registrar of Companies, Courts or Tribunals.
21. Notwithstanding anything contained anywhere, in the event Promoter is not able to complete the construction and hand over possession to the Allottee within Three (3) Months from the original Estimated Completion Date as stipulated in this Agreement, for the reasons beyond his control as defined hereinabove, either of the parties shall be able to terminate this Agreement with payment of damages, penalty and the Promoter shall be liable to refund the entire amount received from the Allottee after adjustment and deduction of irrecoverable expenses, taxes, duties and fees already paid.
22. Upon receiving a written intimation from the Promoter as per clause 18, the Allottee shall thoroughly check, inspect and verify or caused to be checked, inspected and verified the Unit, the Project and all the necessary documents including but not limited to permissions, approvals and titles and then take possession of the Unit within stipulated time from the Promoter by executing necessary deeds, indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give peaceful and vacant possession of the Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 18, such Allottee, the Promoter shall issue a final notice of 1 (One) month to take possession. In the event the Allottee does not take possession for whatsoever reasons within such further time, the Promoter shall be at liberty to cancel the allotment and terminate this Agreement and refund the amount actually received by the Promoter, subject to the deductions and adjustments provided in this Agreement including but not limited to interest on delayed payments charged earlier, taxes and duties already paid by the Promoter, irrecoverable expenses



common charges / maintenance for the period till the date of termination, , to the Allottee. Notwithstanding anything contrary, the Allottee shall be liable to pay maintenance charges, interest and other damages in accordance with this Agreement to the Promote or to the Association of Allottees as the case may be till such time the allotment is cancelled.

23. For sake of clarity, it is be and hereby affirmed that the possession is not given but required to be offered by and under this Agreement.

Upon receipt of the entire Price along with all the dues from the Allottee by the Promoter as well as by the Association of Allottees and on or after the date of offer for possession by the Promoter, the Promoter and the Original Owner shall execute a Deed of Conveyance, subject to the provisions, terms and conditions contained in this Agreement, of Titles of the Unit in favour of the Allottee and undivided proportionate title in the Project Land and Common Area. **DEFECT LIABILITY**

24. If within a period of five 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 the building in which the Unit are situated then, wherever possible such defects shall be rectified by the Promoter at his own cost within a period of 30 (Thirty) days from the date of intimation and in case it is represented by the Promoter that 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.

25. The Parties also agree and confirm that notwithstanding anything contained in this agreement, subsequent to the transfer of possession of the Unit, the Promoter shall not be responsible for any consequences or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any other apartment owner or his agents resulting to any damage or loss to the Allottee.



ASSOCIATION OF ALLOTTEES

26. The Allottee along with other allottee(s) of other Units in the Project shall join in forming and registering the Association of Allottees to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association of Allottees and for becoming a member, including the bye-laws of the proposed Association of Allottees and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Association of Allottees. 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.
27. It is agreed that the Allottee shall become member of the Association of Allottees and abide by the rules and regulations prescribed by the Association of Allottees from time to time. Use of the Unit by the Allottee or by any other person(s) for or on behalf of or in furtherance of its use by the Allottee or by any other person(s) allowed by the Allottee shall be in strict accordance with the rules and regulations prescribed by the Association of Allottees from time to time.
28. In the interest of all the allottees and the Project, it is be and hereby agreed, notwithstanding anything contained anywhere in this Agreement, that the Promoter or any person(s) nominated / appointed by the Promoter shall administer, operate and monitor the activity of the Association of Allottees till such time as the Promoter may decide at its sole discretion but not later than expiry of One (1) year from the Estimated Completion Date.

GENERAL COVENANTS

29. The Allottee understands and acknowledges that the actual carpet area may change upon final construction of the Unit / Project due to various reasons.



beyond control of the Promoter. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3 (Three) percent. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 45 (Forty-five) days with interest at the rate specified in Clause 16, 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 Payment Plan along with interest at the rate specified in Clause 16. All these monetary adjustments shall be made in the proportion of total carpet area to the Price.

30. Subject to the provisions of clause 31, it is hereby agreed by the Allottee that any change in the carpet area made in accordance with the provisions of the Act or rules made thereunder, shall be binding to the Allottee and shall not entitle the Allottee to terminate this Agreement / cancel the allotment..

31. 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. Nothing contained in this clause shall entitle the Allottee to inspect, check, examine, verify or object performance and / or compliance made by the Promoter in respect of such terms, conditions, stipulation and restrictions if any. Notwithstanding anything contained anywhere in this Agreement, it is be and hereby agreed that upon receipt of the occupancy certificate or completion certificate or Building Use permission or any other certificate by whatever name called of similar nature it shall be deemed that the Promoter has complied with all such terms, conditions, stipulations and restrictions.



32. Notwithstanding anything contained in this Agreement, the Promoter shall be at liberty to make minor additions / alterations in accordance with the provisions of section 14 of the Act or such other minor additions / alterations as may be found necessary due to architectural and structural reasons.
33. The Allottee shall use the Unit or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
34. The Allottee be and hereby agreed to provide all such information, explanations, documents or other details as may be required by the Promoter from the Allottee concerning to the Unit and / or the Project in order to comply with any statutes, rules, regulations, notifications, instructions, circulars, notices etc including but not limited to the Act, Income Tax Act, 1961, Central Goods and Services Tax Act, 2017, Gujarat Goods and Services Tax Act, 2017 or required by any Governmental authority, public servant acting in the capacity of public servant, local authority, or required by the other services provider.
35. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit and / or the Project or any part thereof and / or the Project Land or any part thereof or any property, ownership or right in said Unit and / or Project or any part thereof and / or the Project Land 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, to the extent of right to purchase from the Promoter subject to the terms, conditions and provisions of this Agreement.
36. Notwithstanding anything contained anywhere in this Agreement, the Allottee unconditionally and irrevocably agrees that the Promoter and / or the Original Owner are permitted and at their liberty to provide easement rights in the Project Land and Common Area to the persons other than allottees of the Project for reasons that the Project Land is part of the bigger parcel of the Land owned by the Original Owner.



37. It is be and hereby agreed and confirmed that the Unit shall be considered as a single indivisible Unit and the Allottee shall at no time demand partition of his interest in the said Unit.
38. Notwithstanding anything contained anywhere, reference to the Allottee in this Agreement, shall, for all purposes, be read as prospective allottee unless and until entire Price along with all dues arising as per this Agreement are paid by the Allottee to the Promoter and the Association of Allottees as the case may be.
39. Allottee shall communicate discrepancies or objections, if any, in the communication sent by the Promoter from time to time including Statement of Account, Ledger, progress statement or any other document, within 7 (Seven) days of the date of receipt. In the event of no communication from the Allottee, it is deemed that the communication sent by the Promoter is accepted and the Allottee has no objection.
40. Allottee be and hereby declares and affirms that Promoter / Original Owner has not demanded nor the Allottee has agreed to pay any other amount, price, consideration other than the Price and such other amounts clearly specified in this Agreement.
41. Allottee be and hereby declares and affirms that this Agreement is executed after complete checking, inspection and verification of compliance made by the Promoter as regards all the requirements of the Act and rules made thereunder. Allottee be and hereby warrants and assures that no objection of whatsoever nature shall be raised by the Allottee or any other person acting for and on behalf of the Allottee against the Promoter or the Original Owner in respect of compliances made by the Promoter as regards all the requirements of the Act and rules made thereunder.
42. The parties agree that in addition to the terms and conditions stipulated under this agreement, the provisions of the Real Estate Regulation and Development Act shall be applicable and the rights, liabilities and obligations of the parties shall be in accordance with the provisions of the said Act whenever it becomes applicable.



Notwithstanding anything contained anywhere, the reference to a term 'Promoter' shall not include reference to any of the contractor, engineer, architect, vendor or service provider to the Promoter.

Notwithstanding anything contained anywhere, the Promoter shall not be liable to refund and the Allottee shall not be entitled to receive any amount representing the good and services tax / service tax actually paid by the Promoter to the account of the appropriate authority out of the amount received / receivable from the Allottee.

43. Allottee confirms and acknowledges that he has completely checked and compared the contents of this Agreement with the draft Agreement for sale furnished to the regulatory authority by the Promoter under the provisions of this Act or rules made thereunder and changes, deviations, modifications, alterations of whatsoever nature, are found acceptable to the Allottee and made after mutual consultation with and consent of the Allottee.
44. Title documents pertaining to the ownership of land will remain with the Original Owner and conveyance deed will belong to the Allottee and true copies of title deeds pertaining to project land together with necessary orders permitting development thereto and plans for construction shall be handed over to the Association of Allottees and that the Promoter shall transfer to the Association of Allottees such documents within a period of 3 months upon obtaining building use permission of all buildings of the project and upon Deeds of Conveyance being executed in favour of all Allottees.
45. Notwithstanding anything contained anywhere in this Agreement, supply of any documents electronically to the Notified Email ID of the Allottee from the Notified Email ID of the Promoter shall be deemed to have been proper service of such documents by the Promoter as per requirements of this Agreement.
- Notwithstanding anything contained contrary, Allottee be and hereby agrees that in the event of termination of this Agreement for any reasons by the Allottee or by the Promoter, not attributable to the default expressly provided to be a default on part of the Promoter, the Allottee shall be liable to pay a fixed compensation of an amount agreed to correspond to simple interest at the



10 % of the Price per annum. The amount of said fixed compensation shall be recovered from the Allottee or be deducted from the amount of refund payable to the Allottee by the Promoter at the time of Termination of this Agreement. Amount of any interest charged and recovered by the Promoter from the Allottee at relevant points of time, shall not be refunded to the Allottee.

46. The parties hereto agree that tender of cheque(s) / demand draft(s) by the Promoter in favour of the Allottee by way of Registered Post AD at the Notified Address of the Allottee stated in this Agreement shall be sufficient compliance to the requirement of this Agreement as regards refund / payment of any amount by the Promoter to the Allottee and it shall be deemed that the Promoter has refunded / paid the due amount to the Allottee and the Allottee has received the said refund / payment irrespective of fact that such cheque(s) / demand draft(s) are not presented for payment.
47. Notwithstanding anything contained anywhere, the parties hereto shall not be precluded from the waiver of any of their rights vested by this Agreement at any point in time by way of mutual consent of each other.
48. Any reference to termination of the Agreement in this Agreement shall also be construed as cancellation of allotment.
49. Unless otherwise specifically provided, this Agreement shall terminate upon execution of the Deed of Conveyance by the Promoter / Original Owner in favour of the Allottee .
50. Subject to the provisions of this Agreement and except express covenants, declarations and warranties, the parties agree that no failure or delay by any of the parties in exercising any right or remedy provided by the Act or pursuant to this agreement shall impair such right or remedy or operate or be construed as a waiver or variation of its or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

The Original Owner has clear and marketable title with respect to the



Project Land; as declared in the title report and the Promoter has the requisite rights to carry out development upon the Project Land.;

- b. The Promoter / Original Owner 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;
- c. There are no encumbrances upon the Project Land or the Project except those disclosed in the title report;
- d. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/wing/block are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building/wing and common areas;
- e. 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;
- f. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- g. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- h. The Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of



Allottees;

- i. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- j. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received or served upon the Promoter in respect of the Project Land except those disclosed in the title report.
- k. The Promoter shall maintain a separate account as per requirements of the Act or rules made thereunder.

REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

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

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



the Allottee shall be liable for the consequences of the breach.

- c. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. 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 of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Unit without the prior written permission of the Promoter and/or the Society or the Limited Company.
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Project Land and the building in which the Unit is situated.
- g. Pay to the Promoter within fifteen days of demand by the Promoter



share of security deposit demanded by the concerned local authority or Government or any other service provider or any other authority supplying water, electricity, gas or any other service connection to the building in which the Unit is situated.

- h. 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.
- i. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- j. The Allottee shall observe and perform all the rules and regulations which the Association of Allottees may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association of Allottees regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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.

- m. The Allottee warrants and assures that it is intending to purchase the Unit for use as its own residence and not for any other purposes.

MORTGAGE / CHARGE

53. After the Promoter executes this Agreement he 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 taken or agreed to take such Unit. Nothing contained in this clause shall apply or affect to any charge, mortgage or encumbrance created in respect of the Project Land and / or the Project and / or the Unit or any part thereof including modification, alteration, amendment or change in such charge, mortgage or encumbrance whether before or after the execution of the Agreement.
54. Notwithstanding anything contained anywhere, the Allottee be and hereby warrants and assures that it shall not assign, transfer, mortgage, charge or encumber the Unit or any interest in the Unit in any manner until execution of the Deed of Conveyance of Titles by the Promoter and the Original Owner in favour of the Allottee.

BINDING EFFECT

55. 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 and 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(s) fails to execute and deliver to the Promoter this Agreement within 7 (Seven) 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 another 7 (Seven) 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, subject to the provisions of this Agreement, be returned to the Allottee without any interest or compensation whatsoever.

GENERAL REPRESENTATION AND WARRANTIES

56. Each Party represents and warrants to the other that:

- (i) it has power to execute, deliver and perform its obligations under this Agreement and all necessary corporate, shareholder and/or any other required sanction, if applicable, have been taken to authorize such execution, delivery and performance;
- (ii) this agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
- (iii) the execution, delivery and performance of its obligations under this agreement does not and will not:
 - a) contravene any law, regulation or order of any Government or other official body or agency or any judgment or decree of any court having jurisdiction over it; or
 - b) Conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.

ENTIRE AGREEMENT

57. 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 Unit, as the case may be.

RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties as per rules and regulations of Act. .



PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

59. 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.

SEVERABILITY

60. 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.

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

61. 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 Unit to the total carpet area of all the Units in the Block/Project.

FURTHER ASSURANCES

62. 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.

PLACE OF EXECUTION



63. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, and the Allottee and the Agreement is registered at the office of the Sub-Registrar.

Promoter shall present this Agreement 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.

NOTICES

64. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D at their respective addresses specified in SCHEDULE-F.

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

65. Any notice, intimation, information, circular, instruction, request of whatsoever nature, shall be deemed to have been properly and sufficiently served to the Allottee by the Promoter if served by way of an Email from Notified Email ID of the Promoter and delivered to the Notified Email ID of the Allottee.

JOINT ALLOTTEES

66. That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first in clause and at the Notified Address of the Allottee / Notified Email ID of the Allottee which shall for all intents and purposes to consider as properly served on all the Allottees specified in SCHEDULE-F.

STAMP DUTY AND REGISTRATION

Notwithstanding anything contained anywhere and for sake of clarity it is provided that the charges towards stamp duty, Registration of this



Agreement, Deed of Conveyance including incidental charges relating to execution and registration thereof shall be borne by the Allottee.

DISPUTE RESOLUTION

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

GOVERNING LAW

69. 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 in Ahmedabad 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.



SIGNED AND DELIVERED BY THE WITHIN NAMED

The Original Owner:

The Sanidhya Co-operative Housing Society Limited

(Authorised Signatory)

Baldevbhai G. Patel

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

Bakeri Projects Pvt. Ltd.

(Authorised Signatory)

Baldevbhai G. Patel

WITNESSES

1. Signature: _____

2. Signature: _____



SCHEDULE 'A'

Description of Project Land

All that piece and parcel of non-agricultural lands or grounds, hereditaments and premises situate, lying and being at Mouje Vejalpur, Taluka Vejalpur, District Ahmedabad within Registration Sub-District Ahmedabad -10 (Vejalpur) bearing Proposed Final Plot No. 26+27, Sub-Plot No. 2/2/1, admeasuring about 6350 sq. mtrs. carved out of total land admeasuring about 150155 sq. mtrs. of Draft Town Planning Scheme No. 83 (Vejalpur-Gyaspur-Maktampur) to correspond to Survey No.502/A/1 paiki 1 as per approved plan and bounded as follows:

East : Final Plot Nos. 70 & 71

West : 15 mtrs. Road

North : Sivanta Apartments

South : Sub-Plot No.2/2/2

SCHEDULE 'B'

Description of Unit

Unit No. «Unit_Desc» admeasuring «Carpet_Area_SqMt» sq.mtrs. («Carpet_Area» sq.ft.) Carpet area agreed to correspond to saleable area of sq.mtrs.(«SB_Area» sq.ft) on the «Floor» of Block '«Block»' of "Shaunak Apartments" constructed on the land more particularly described in the Schedule-I hereinabove written, and bounded as follows;

East : «East»

West : «West»

North : «North»

South : «South»



SCHEDULE 'C'

Description of Price

Detailed price break-up as agreed with the Allottee to be included here

- (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. metres/ sq. feet on floor in the building/wing (hereinafter referred to as "the Apartment") for the consideration of Rs. including Rs. 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).
- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee balcony/verandha having area admeasuringsq.metres/sq.feet forming part of the apartment for the consideration of Rs./-
- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee wash area balcony having area admeasuringsq.meters/sq. Feet forming part of the apartment for the consideration of of Rs./-
- (iv) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee open terrace having area admeasuring sq.meters/sq. Feet forming part of the apartment for the consideration of of Rs./-
- (v) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee open parking spaces bearing Nos situated at Basement and/or stilt and



/or podium being constructed in the layout for the consideration of Rs/-

- (vi) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos situated at Basement and/or stilt and /or..... podium being constructed in the layout for the consideration of Rs...../-.

SCHEDULE 'D'

PAYMENT PLAN

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

in the following manner :-

- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs...../-(.....) (not exceeding 80% of the total



consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

- vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

SCHEDULE 'E'

(Details of Payment received under this Agreement)

Bank Name	Branch	City	Cheque No.	Cheque Date	Amount in Rs.
«Bank»			«CheqNo»	«CheqDate»	«RcdAmt»
Total Amount Paid					«Tot_Rcpt_Amt»
«Rcpt_Amt_Words»					



SCHEDULE 'F'

«Cust_Name»

«Jt_Appl_1»

«Jt_Appl_2»

«Address_1»

«Address_2»

«Address_3»,«City»-«Pin_Code»

Email ID- «Email_ID»

Bakeri Projects Pvt. Ltd.,

"Sanskrut", 4th Floor, Old High Court Road, Navrangpura, Ahmedabad-380 009

Email ID- customercare@bakeri.com

Prepared By-



ANNEXURE-1

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

	Gujarat Real Estate Regulatory Authority (RERA) Government of Gujarat Website: gujrera.gujarat.gov.in , Email: inforera@gujarat.gov.in
FORM - C REGISTRATION CERTIFICATE OF PROJECT [See Rule 6(1)]	
1. This registration is granted under Section: - 5 of the Act to the following Project under project registration number (altered):-	
PR/GJ/AHMEDABAD/AHMADABAD CITY/AUDA/RAA00019/A1R/261218	
Project Name & Address :- Shaunak Apartments Survey No. 502/A/1, at Mouje Vejalpur, Taluka Vejalpur, Ahmedabad City, Ahmedabad, Gujarat Remarks: TP/Revenue Village: 83 (Vejalpur-Gyaspur), FP/Survey No: 26 + 27, (Moje :- Vejalpur, Ta :- Vejalpur, Dist:- Ahmedabad, R.S.No. :- 502/A/1/25, 502/A/1/26, 502/A/1/29/P), Sub Plot: 2/1/1, Block: A, B, C Promoter Name & Address :- BAKERI PROJECTS PVT. LTD. Company 1st floor, sanskrut building, off ashram road, Ahmedabad, Gujarat-380009	
2. This registration is granted subject to the following conditions, namely:-	
(i) The promoter shall enter into an agreement for sale with the allottees as provided in 'Annexure A' (ii) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be of the apartment or the common areas in accordance with the section - 17. (iii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose in accordance with the sub-clause (D) of clause (i) of sub-section (2) of section- 4. (iv) The registration shall be valid for a period of 4 Years, 0 Months, 0 Days commencing from Dt. 01/04/2017 and ending with Dt. 31/03/2021 unless renewed by the Real Estate Regulatory Authority in accordance with section 6 read with rule 7 of the Act. (v) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder. (vi) The promoter shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed.	
3. If the above mentioned conditions are not fulfilled by the promoter, the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, in accordance with the Act and the rules and regulations made thereunder.	
4. With this your previous registration number: <u>PR/GJ/AHMEDABAD/AHMADABAD CITY/AUDA/RAA00019/280817</u> stands no longer valid.	
Date: 26/12/2018 Place: Gandhinagar	
	
Signature and Seal of the Secretary Gujarat Real Estate Regulatory Authority	

ANNEXURE-2

(Specifications of Unit and the Project)

SPECIFICATIONS:

Flooring

- Vitrified Tiles in Living / Dining Room and Porcelain tiles in all other rooms

Toilets

- Dado up to lintel level
- Good quality sanitary and C.P fittings

Kitchen

- Marble platform with S.S. Sink and dado of glazed tiles up to lintel level

Wall Finishes

- Exterior walls having double coated plaster with acrylic paint
- Interior walls having putty finish in all rooms

Doors-Windows

- Main door with wooden frame and decorative shutter
- All other doors with stone frames and flush doors
- All powder coated aluminium windows with full glass

Electrification

- Single phase concealed copper wiring with necessary points

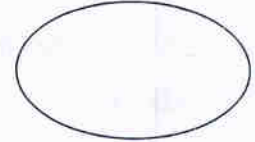
Others

- Extra brick- bat concrete in addition to usual thickness of slab, totalling 7" thick for better thermal insulation of top floor apartments to reduce the heat of summer months
- China mosaic flooring and water proofing on terraces

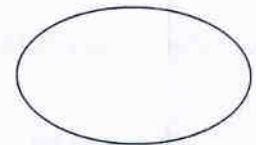
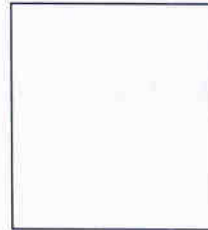


SCHEDULE AS PER SECTION 32 (A) OF REGISTRATION ACT.

The ORIGINAL OWNER AFORESAID



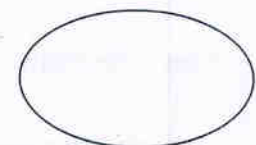
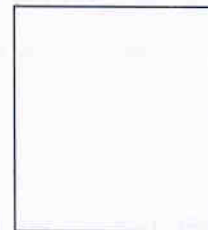
THE SANIDHYA CO-OPERATIVE
HOUSING SOCIETY LIMITED
Through its Authorised Signatory
Baldevbhai G.Patel
THE PROMOTER AFORESAID



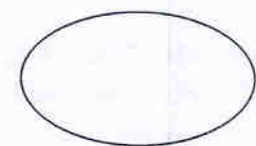
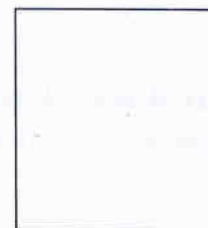
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Baldevbhai G.Patel

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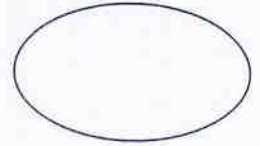


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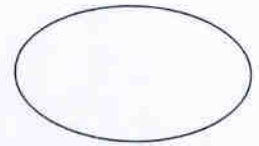
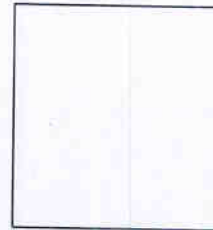


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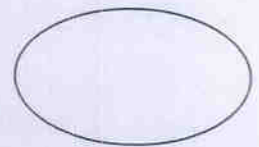
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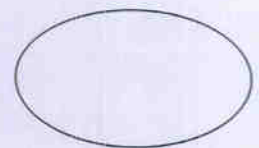
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«Jt_Appl_1»



