

AGREEMENT TO SELL
(WITHOUT POSSESSION)

THIS AGREEMENT made at Ahmedabad this _____ day of _____, 2021
 BETWEEN

SHAFALYA INFRALINK L.L.P., (P.A.No. ADTFS 3854Q) a Limited Liability Partnership Firm duly registered under the Limited Liability Partnership Act, 2008 bearing LLP Identification Number **AAN-2959** dated 17/09/2018 having its Office at Survey No. 162/2, Opp. Ahmedabad Art Gallery, Rajpath Club Road, Bodakdev, Ahmedabad - 380054 hereinafter referred to as **“THE VENDOR”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said firm and its partners for the time being and from time to time and their and each of their respective heirs, executors, administrators and as the case may be its successors and assigns) of the **ONE PART**.

AND

SHRI/SMT _____ Adult, Occupation _____,
 having his/her residential address at _____,
 Ahmedabad,

_____, a Partnership Firm registered under the provisions of the Indian Partnership Act, 1932, having its principal place of business at _____,

_____ Private Limited, a Private Limited Company registered under the provisions of the Companies Act, 1956, having its registered office at _____, Ahmedabad

Hereinafter referred to as “**THE PURCHASER**“ (which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include in case of individual/s his/her/their heir/s , executor/s, administrator/s, in case of HUF, coparcener/s member/s for the time being and from time to time of the said HUF and their respective heirs, executors, administrators, in case of Proprietary Firm, its Sole Proprietor, his/ her heirs, executors, administrators, successors, in case of Partnership firm, Partner/Partners for the time being and from time to time of the said firm and their respective heirs, executors, administrators and in case of Company its Successors and assigns) of the **OTHER PART**.

WHEREAS under and by virtue of 11 (Eleven) Deeds of Conveyance executed by the respective owners in favour of the Vendor herein and registered with the office of the Sub-Registrar, Ahmedabad – 8 (Sola) on (1) 20/07/2021 under Serial No.14126, (2) 22/07/2021 under Serial No.14214, (3) 22/07/2021 under Serial No.14219, (4) 22/07/2021 under Serial No.14217, (5) 26/07/2021 under Serial No.14439, (6) 02/08/2021 under Serial No.14992, (7) 02/08/2021 under Serial No.14994, (8) 12/08/2021 under Serial No.15872, (9) 12/08/2021 under Serial No.15873, (10) 12/08/2021 under Serial No.15870 and (11) 17/08/2021 under Serial No.16080, the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled

to ALL THAT piece or parcel of Non-Agricultural Residential Use Land bearing Final Plot No. 130 admeasuring 1999 sq. mtrs. of Draft Town Planning Scheme No. 42 (Sola) allotted in lieu of Revenue Survey No. 466/1/2 admeasuring 3339 sq. mtrs. of Mouje Sola of Taluka Ghatlodia in the Registration District of Ahmedabad and Sub District of Ahmedabad – 8 (Sola) hereinafter for the sake of brevity called as **“The said project Land”** more particularly described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the necessary Permission for using the said Project Land for Non Agricultural Residential Use has been granted by the Collector, Ahmedabad by its Order No.CB/JAMIN/NA/SR-563/2007-2008 dated 29/02/2008.

AND WHEREAS in accordance with the permission and plans duly granted/approved by the Assistant T.D.O. of the Ahmedabad Municipal Corporation bearing Raja Chhithi No. 05422/240821/A5103/R0/M1 dated 29.10.2021, the Vendor is in process of developing the said Project Land pursuant to the approved plans by constructing a residential scheme thereon to be known as **“AURUM LEGACY”** comprising of a Building consisting of First Cellar, Second Cellar, Third Cellar (Parking), Ground Floor (Parking, Society Office, Other (Basement Stair)) First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor and Thirteenth Floor (Residential), Stair Cabin, Lift Room and OHWT together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential Units in the said building and Common Plot to be provided in the said entire Scheme (hereinafter referred to as “the said Building/Scheme).

AND WHEREAS the Vendor has agreed to sell proportionate undivided share to the extent of _____ sq. mtrs. in the said project Land together with constructed property being Residential Unit/Apartment No. _____ on _____ Floor admeasuring _____

sq. mtrs. i.e _____sq. fts. (Carpet area) of the said project/Scheme known as **“AURUM LEGACY”** (the said constructed property is hereinafter referred to as **“the said Apartment/Unit”**) more particularly described in the **SECOND SCHEDULE** hereunder written to the PURCHASER and the PURCHASER has agreed to purchase the said Property at or for the total price/consideration and on the terms and conditions mutually agreed by and between them and mentioned hereunder. The said proportionate undivided share in the said Land, the said Apartment/Unit, the common Assets and the right to use the Common Amenities and facilities provided in the said Building/Scheme (along with other Purchasers thereof) shall hereinafter be collectively referred to as (**“the said Property”**). The Purchaser shall be entitled to proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers therein, which common amenities and facilities are more particularly described in the **THIRD SCHEDULE** hereunder written.

AND WHEREAS the certified true copies of the Plans as sanctioned and approved by the Ahmedabad Municipal Corporation/AUDA have been attached hereto and marked as **Annexure ‘A’** respectively.

AND WHEREAS the Vendor has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **“the said Act”**) with the Real Estate Regulatory Authority at _____ under no. _____; a certified true copy of the said registration is attached as **Annexure ‘B’** hereto.

AND WHEREAS the carpet area of the said Apartment/Unit shall mean the net usable area excluding the area covered by external walls, area under service shafts, exclusive

of balcony or verandah area and exclusive open terrace area but includes the area covered by internal partition walls of the said Apartment/Unit as defined in Section 2 (k) of the said Act.

AND WHEREAS, on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the said Project Land and the Plans, designs and specifications prepared by the Vendor's Architects ADS Architect Pvt. Ltd. and of such other documents as are specified under the said Act and the Rules and Regulations made there under and the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the certified copy of Certificate of Title issued by the Advocate of the Vendor, certified copies of extract of Village Forms No. VI, VII and XII and all other relevant revenue record showing the nature of the title of the Vendor to the said Project Land on which the said Apartment/Unit is to be constructed have also been inspected by the Purchaser and accordingly the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the Vendor has obtained the approvals from the concerned local authority(s) to the plans, the specifications, elevation, of the said building/s and shall obtain the balance approvals (if any further required) from the concerned authorities from time to time, so as to obtain Building Completion Certificate/Occupancy Certificate for the said Building/s.

AND WHEREAS, while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which shall be observed and performed by the Vendor while developing the said Project Land and the said Scheme/Building so as to obtain the necessary Building

Completion Certificate/Occupancy Certificate for the said Building from the concerned local authority.

AND WHEREAS the Vendor shall be entitled to sell the remaining Flats in the said Building with right to use all the common amenities and facilities provided therein and to be used in common with other Purchaser/s by Agreement to Sell also similar to these presents and on such price and terms and conditions as may be agreed upon by the Parties therein.

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Vendor a sum of Rs. _____ (Rupees _____), being part payment of sale consideration of the said Apartment/Unit agreed to be sold by the Vendor to the Purchaser, as advance payment (the payment and receipt whereof the Vendor hereby admit and acknowledge) and the Purchaser has agreed to pay the balance of the sale consideration in the manner hereinafter appearing.

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 hereafter;

AND WHEREAS, under Section 13 of the said Act, the Vendor is required to execute a written Agreement for Sale of the said Apartment/Unit with the Purchaser, being in fact these presents and also to register the Agreement under the Registration Act, 1908.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS :**

The Vendor shall construct a residential project/Building/Scheme on the said Project Land to be known as “**AURUM LEGACY**” comprising of a Building consisting of First Cellar, Second Cellar, Third Cellar (Parking), Ground Floor (Parking, Society Office, Other (Basement Stair)) First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eight Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor and Thirteenth Floor (Residential), Stair Cabin, Lift Room and OHWT together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential Unit/s holders in the said buildings and Common Plot to be provided in the said entire Scheme as per plans, designs and specifications duly approved by Ahmedabad Municipal Corporation at present or amended (if required) from time to time.

Provided that, the Vendor shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications or amendments to the approved Plans and Permissions, which may adversely affect the said Apartment/Unit agreed to be sold to the Purchaser except any alteration or addition required by any Government authorities or due to change in any law/s.

- 1.a (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 1 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 balcony/verandha 2 having area admeasuringsq.metres/sq.feet forming part of the apartment for the consideration Rs. /-

(iv) 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. /-

(v) 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. /-

(vi) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby hereunder written at or for the aggregate price/consideration of Rs. /-

(vi) 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/-

(vii) 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. /-

which price includes the proportionate price of undivided share in the project land and undivided share in the common areas and facilities appurtenant to the said Apartment/Unit, the nature, extent and description of the common areas and facilities, which are more particularly described in the **THIRD SCHEDULE** hereunder written.

1(b) The total aggregate consideration amount for the Apartment/Unit, proportionate price of undivided share in the project land and undivided share in the common areas and facilities appurtenant to the said Apartment/Unit and other areas as mentioned in clause 1 (a) (ii) and (iii) agreed to be sold hereunder shall be as mentioned herein above i.e. Rs. _____/- (Rupees _____), which the Purchaser hereby agrees.

1(c) The Purchaser 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 Purchaser on or after receipt of occupancy certificate or completion certificate.

1(d) The total price as stated above excludes:

(i) Taxes (consisting of tax by way of GST, Value Added Tax, Service Tax, 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 Vendor) up to the date of handing over the possession of the [Apartment], which shall be separately paid by the Purchaser to the Vendor in the manner as may be decided by the Vendor.

(ii) Preferential Location Charge (if any), Floor Rise Charges and Payment of expenses for any extra work/Alteration/Addition to the constructed Flat as decided at the time of booking of the Flat.

(iii) The transaction covered by this agreement at present is not understood to be eligible to tax under some other direct or indirect tax laws or similar other laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be liable to tax, either as a whole or in part or any inputs of materials or equipments used or supplied in execution

of or in connection with this transaction are eligible to tax, the same shall be borne and payable by the Purchaser on demand at any time.

(iv) Torrent Power Company charges relating to electricity connection - electrical power, laying of cable charges, installation of transformer or sub-station or other equipments and instruments; payment of security and other deposits; and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.

(v) All and every cost, charges and expenses and deposits to be paid for obtaining water and drainage connection from Ahmedabad Municipal Corporation/AUDA

(vi) All and every costs, charges and expenses for sanction of development and construction plans and specifications, etc. from Ahmedabad Municipal Corporation/AUDA and all other concerned authorities; security deposits, scrutiny fees, FSI costs and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.

All and every cost, charges and expenses referred to in clauses 1(d) (i) to (vi) shall be borne and paid by the Purchaser to the Vendor additionally i.e. over and above the amount mentioned in clauses 1 (a) and (b) hereinabove. Such payment shall be made by the Purchaser to the Vendor as and when demanded by the Vendor failing which, the Purchaser shall be liable to pay interest at the rate agreed hereunder for the delayed period on the outstanding amount till payment is made to the Vendor. Further, in any event, such outstanding amounts with interest thereon shall be paid by the Purchaser to the Vendor before the execution and registration of the Deed of Conveyance by the Vendor in favour of the Purchaser.

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 Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor 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 Purchaser, which shall only be applicable on subsequent payments.

- 1(f) The Vendor may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 6 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Vendor.

- 1(g) The Vendor shall confirm the final carpet area that has been allotted to the Purchaser 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 (3%). The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of 6 %, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser 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 Purchaser authorizes the Vendor 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 Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.

2.1 The Vendor 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 Flat to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

2.2 Time is essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser and the undivided share in the project land and common areas to the Purchaser or Service Society/Association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser 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 Vendor as provided in clause I (c) herein above. ("Payment Plan").

3. The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 2398.80 square meters only and Vendor has planned to utilize Floor Space Index of 6042.05 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation

of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor has disclosed the Floor Space Index of 8440.85 square meters i.e. 4.2 as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only. The Vendor hereby further states that any further FSI and terrace rights in respect of the said Project Land/Scheme after obtaining Building Use Permission shall belong to the Purchasers thereof.

- 4.1 If the Vendor fails to abide by the time schedule for completing the project and handing over the Flat to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of 6% (which is equal or less than SBI MCLR+2%) per annum, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Vendor, interest at the rate of 6% (which is equal or less than SBI MCLR+2%) per annum, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor.
- 4.2 Without prejudice to the right of Vendor to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Vendor shall at his own option, may terminate this Agreement:

Provided that, Vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser (subject to adjustment and deduction of agreed liquidated damages in the amount of Rs. _____ [Rupees _____] and any other amount which may be payable to Vendor) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Vendor. The Purchaser hereby irrevocably agrees that the Vendor shall be entitled to deduct the agreed liquidated damages in the amount of Rs. _____ (Rupees _____) in the circumstances as stated above and the Purchaser shall not in any event or manner challenge or object to the same.

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 Vendor at its option in the said building and the Flat as are set out in **Annexure 'C'**, annexed hereto. In the event, the Purchaser requests the Vendor to make any addition or alteration in the Flat as permissible under relevant law/s or change/upgrade in any internal fittings/materials, the Purchaser shall be liable to pay such amount/s as may be agreed upon by and between the Vendor and Purchaser in addition to the amounts payable under this Agreement.

6. The Vendor shall give possession of the Flat to the Purchaser on or before 30TH day of September, 2024. If the Vendor fails or neglects to give possession of the Flat to the Purchaser on account of reasons beyond its control and of its agents by the aforesaid date then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor shall be entitled to reasonable extension of time for giving delivery/possession of Flat on the aforesaid date, if the completion of building in which the Flat 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 Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Flat, to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) from the date of issue of such notice and the Vendor shall give possession of the Flat to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or Service Society/association of Purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2. The Purchaser shall take possession of the Flat Unit within 15 days of the written notice from the Vendor to the Purchaser intimating that the said Flats are ready for use and occupancy.
- 7.3. Failure of Purchaser to take Possession of Flat: Upon receiving a written intimation from the Vendor as per clause 7.1, the Purchaser shall take possession of the Flat from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Flat to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 7.4. If within a period of **five years** from the date of handing over the Flat to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Flat or the building in which the Flats are situated or any defects directly attributable to the Vendor on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. Provided that the Vendor 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 Vendor or beyond the control of the Vendor or which occur due to normal wear and tear or by reason attributable to the Purchaser.
8. The Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence and not for any other commercial use whatsoever. The

Purchaser shall use the parking space only for purpose of keeping or parking vehicle and shall not store any other items in the said space. Further, the Purchaser shall not be entitled to use the said Flat or permit the same to be used in a manner which may or is likely to cause nuisance or annoyance to occupiers of the other Flats nor for any illegal or immoral purposes or for the purposes prohibited by law.

9. The Purchaser along with other Purchaser(s) of Flats in the building/Project/Scheme shall join in forming and registering the Service Society or Association or a Limited Company to be known by such name as the Vendor 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 Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organization of Purchaser. No objection shall be taken by the Purchaser 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 15 days after notice in writing is given by the Vendor to the Purchaser that the Flat is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) 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, electricity expenses for common areas, facilities, lights and elevator services, repairs and salaries of clerks, bill collectors, Security, sweepers and all other expenses

necessary and incidental to the management and maintenance of the project land and building/s. The Parties hereto agree that the Service Society shall maintain the building/s/scheme. The Purchaser further agrees that the Purchaser shall pay to the Service Society in advance provisional monthly contribution towards his/her share of the outgoings/maintenance expenses the details of which are as stated in **ANNEXURE E** of this Agreement for the said period of 3 (three) years at the time of execution of the Sale/Conveyance Deed. The amounts so paid by the Purchaser to the Service Society shall be utilized towards such expenses. The Purchaser hereby agrees and confirms that after the initial period of 3 (three) years, the project land and building/s/scheme shall be managed and maintained by the Service Society or Limited Company which is formed, and the Purchaser shall pay to the said Service Society or Limited Company his/her proportionate share of outgoings as may be determined by the managing committee thereof from time to time.

10. Over and above the amounts mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said Flat/Unit shall pay to the Vendor such proportionate share of the outgoings as may be determined by the Vendor and which are not covered in any other provisions of this agreement.
11. The Purchaser shall pay to the Vendor a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendor in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. In the event a separate conveyance of the project Land/common areas/assets, building/structure is required to be executed and registered, even though the Vendor has agreed to convey the undivided share in the project Land/common areas/assets, building/structure to the Purchaser directly, the Purchaser shall pay to the Vendor, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the project Land/common areas/assets, building/structure.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Purchaser as follows:

- i. The Vendor 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 Vendor 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;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/block shall be obtained by following due process of law

and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/Block and common areas;

- vi. The Vendor 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 Purchaser created herein, may prejudicially be affected;
- vii. The Vendor 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 Flat Unit which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the project Land/common areas/assets, building/structure to the Purchaser or Service Society/association of Purchasers the Vendor shall handover lawful, vacant, peaceful, physical possession of the project Land/common areas/assets, building/structure to the Purchaser or the Service Society/Association of the Purchasers;
- x. The Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till Building Use Permission in respect of the said Project/Scheme is granted by the Relevant/Competent Authority and thereafter the same shall be paid by the Purchaser proportionately with all other purchasers of the said Project/Scheme;

- 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 Vendor in respect of the project land and/or the Project except those disclosed in the title report.
14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor as follows :-
- i. To maintain the Flat at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required. The Purchaser specifically agrees not to change or add any plumbing lines/water lines in the Flat in any manner of whatsoever nature and in the event the Purchaser doing so, the Purchaser shall be liable to bear all costs and expenses that may be incurred to rectify damages to any other Flat in the building or common areas due to such act of the Purchaser.
 - ii. Not to store in the Flat 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 Flat 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 Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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 Purchaser committing any act in contravention of the above provision, the Purchaser 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 Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support, shelter and protect the other parts of the building in which the Flat 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 Flat without the prior written permission of the Vendor and/or the Service 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 Flat 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 Flat in the compound or any portion of the project land and the building in which the Flat is situated.

- vii. Pay to the Vendor within fifteen days of demand by the Vendor, his/her 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 Flat 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 Flat by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Flat or part with the possession of the Flat until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up.
- x. The Purchaser shall observe and perform all the rules and regulations which the Service Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof and all resolutions that may be made from time to time for protection and maintenance of the said building and the Flats 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 Purchaser shall also observe and perform all the stipulations and conditions laid down by the Service Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat 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 Purchaser shall permit the Vendor 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 Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii. The Purchaser hereby agrees that Air Conditioners shall be allowed to be placed only at the planned and specific spaces provided by the Vendor and at no other place outside the Flat. Further, a specific place for putting up cloth hanging rack shall be provided by the Vendor and the Purchaser shall not be entitled to put up the cloth hanging rack at any other place within or outside the said Flat.
- xiv. The Vendors shall decide the place, color and size of the name plate/Board which will be put in entrance of said building for indicating the name of the Flat Purchasers therein. It is hereby agreed that the Purchaser shall not put any other name plate or Board on any part of the building except on the door of the said Flat.
- xv. The Purchaser hereby agrees with the Vendor and undertakes to pay amounts liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Vendors indemnified against the said payments and observance and performance of the covenants and conditions contained herein.
- xvi. The Purchaser hereby agrees that the said Residential Building/scheme shall always be known, as **“AURUM LEGACY”** and the name shall not be changed in any circumstances whatsoever.
- xvii. The Purchaser hereby agrees that the said Flat shall be used, occupied and enjoyed by the Purchaser as one Flat and the Purchaser shall not divide or sub-divide the same for use as more than one Flat. It has been specifically agreed that the main door of the said Flat shall not be changed, altered in size or location. No other door, window or opening shall be made in the said Flat other than as made by the Vendor on completion of the construction of the same.

- xviii. The Purchaser hereby agrees that the Vendor may if it deems fit/viable in its sole discretion provide security, telephone cable, multipurpose cable, TV channels, piped gas line, intercom facility, Internet and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be provided through any outside agency under contract with him/it on such terms and conditions as may be finalized by the Vendor. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Purchaser and other members in the scheme. The Purchaser may use such facilities as per rates - price - consideration and terms and conditions as may be fixed by the Vendor in that regard.
15. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Service 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 Flats or of the said Land and Building, or any part thereof. The Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the same is transferred as hereinbefore mentioned.
17. **VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Vendor executes this Agreement it shall not further mortgage or create a charge on the Flat 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 Purchaser who has taken or agreed to take such Flat.

18. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor. If the Purchaser(s) fails to execute and deliver to the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser 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 Flat /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 PURCHASER/SUBSEQUENT PURCHASERS

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 Purchasers of the Flat, in case of a transfer, as the said obligations go along with the Flat 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 there under 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 there under 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 Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats 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 Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser at Ahmedabad, and shall be registered at the office of the Sub-Registrar concerned. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

26. The Purchaser and/or Vendor shall present this Agreement as well as the conveyance at the proper registration office of the Sub-Registrar concerned within the time limit prescribed by the Registration Act and the Vendor will attend such office and admit execution thereof.

27. It shall be the duty of the Purchaser and the Vendor 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 Vendor or the Purchaser, as the case may be.

28. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Vendor to the Purchaser 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 Purchasers.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement and the conveyance of the Flat /undivided proportionate share of land as well as all other documents to be executed by the Vendor in favour of the Purchaser shall be borne by the Purchaser.
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 Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
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 courts at 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.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of Non-Agricultural Residential Use Land bearing Final Plot No. 130 admeasuring 1999 sq. mtrs. of Draft Town Planning Scheme No. 42 (Sola) allotted in lieu of Revenue Survey No. 466/1/2 admeasuring 3339 sq. mtrs. of Mouje Sola of Taluka Ghatlodia in the Registration District of Ahmedabad and Sub District of Ahmedabad – 8 (Sola) and the same is bounded as follows:

Final Plot No. 130

On or towards the North : By

On or towards the South : By

On or towards the East : By

On or towards the West : By

THE SECOND SCHEDULE ABOVE REFERRED TO

All that proportionate undivided share to the extent of _____ sq. mtrs. in the project land along with constructed property being Residential Flat No. _____ on _____ Floor admeasuring _____ sq. mtrs. i.e _____ sq. Ft. (Carpet Area) along with Balcony/Verandha admeasuring _____ sq. mtrs. i.e. _____ sq. Ft. (Carpet Area) forming part of the said Residential Unit and Wash Area Balcony admeasuring _____ sq. mtrs. i.e. _____ sq. Ft. (Carpet Area) forming part of the said Residential Unit in the said building known as “AURUM LEGACY” constructed on the said project Land together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers therein and the said Flat is bounded as follows:

On or towards the North :

On or towards the South :

On or towards the East :

On or towards the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be used by the Residential

Unit Holders

- * Lifts
- * Common Open Plot/Lawn
- * Passage with lights leading to all the Floors and Cellar
- * Over head Water Tank
- * Underground Water Tank
- * Pump with Motor
- * Electric Meter
- * Security Cabin; Entrance and Exit Gates

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDOR

SHAFALYA INFRALINK L.L.P.

Through the hands of its

Designated Partner

Shri _____

In the presence of:

1.

2.

SIGNED AND DELIVERED BY

THE WITHIN NAMED

PURCHASER

Shri _____

In the presence of

1.

2.

SCHEDULE UNDER THE REGISTRATION ACT (32-A)

The Vendor

SHAFALYA INFRALINK L.L.P.

through the hands of its

Authorised Signatory

PURCHASER

In the presence of

- 1.
- 2.

ANNEXURE TO BE ATTACHED

A (PLANS),

B (RERA REG. CERTIFICATE),

C (SPECIFICATIONS),

Annexure E: **Details of common expenses to be incurred by the Vendor for the initial period of 36 Months from the fixed monthly maintenance amount received from the Purchaser**

- Common Area Electricity Bills
- Common Area Property Taxes
- Security Expenses
- Housekeeping Expenses for common areas and facilities
- Normal day to day expenses for maintaining and up-keeping of the common areas and facilities.