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AND

_____, PAN No._____, Aadhaar No. _____ aged : ____
year, Occupation : _____, Hindu by Religion, residing at :
_____, Ahmedabad,

Hereinafter referred to as "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).

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Owner / Promoter is the absolute owner-occupier of the immoveable property i.e. Multipurpose use Non Agricultural land bearing Final Plot No. 79/1 admeasuring about : 6515 Sq. Mtrs. (allotted in lieu of Block No. 253/A admeasuring about : 9308 Sq. Mtrs.) of Town Planning Scheme No. 215 (Ambli), situated, lying and being at Moje Ambli, Taluka Ghatlodiya, in the Registration District of Ahmedabad and Sub District of Ahmedabad-9 (Bopal), (Hereinafter referred to as "**the Said Land**"). The Said Land was acquired by the Owner / Promoter by Sale Deed Vide **Sr. No. 11401, dtd.24.08.2021** duly registered at the office of the concerned Sub-Registrar of Ahmedabad-09 (Bopal).

AND WHEREAS:

- B. In pursuance of the aforesaid Registered Sale Deed, the Owner / Promoter is seized and possessed of the said Land with entitlement to develop project thereon;
- C. The Owner / Promoter has earmarked the Said Land for the purpose of building a Residential cum Commercial Project comprising Five (05) Buildings (Blocks) i.e. Block "A", Block "B", Block "C", Block "D" and Block "E". The Project is named as "**AASHRAY AURUM**". The said Residential cum Commercial Project is hereinafter referred to as "**the Project**"; The Project details is hereinafter referred below :

	Block “A”	Block “B”	Block “C”	Block “D”	Block “E”
1 st Cellar	For Parking				
2 nd Cellar					
Ground Floor	Twenty (26) Commercial Shops			Common Amenities	
1 st Floor	Fourteen (14) Commercial Shops		Each Floor contains Four (04) (3BHK) Residential Apartment	Each Floor contains Four (04) (3BHK) Residential Apartment	Each Floor contains Two (02) (3BHK) Residential Apartment
	Two (02) (3BHK) Residential Apartments	Two (02) (3BHK) Residential Apartments			
2 nd Floor to 14 th Floor	Each Floor contains Four (04) (3BHK) Residential Apartment	Each Floor contains Four (04) (3BHK) Residential Apartment			
	Total Fifty Four (54) (3BHK) Residential Apartments	Total Fifty Four (54) (3BHK) Residential Apartments	Total Fifty Six (56) (3BHK) Residential Apartments	Total Fifty Six (56) (3BHK) Residential Apartments	Total Twenty Eight (28) (3BHK) Residential Apartments
Total : Forty (40) Commercial Shops					
Total : Two Hundred Forty Eight (248) Residential Apartments					

- D. The Hon’ble District Collector, Ahmedabad converted the said land from Agricultural Land into Non Agricultural Land for Multipurpose Use by his / her **Order No.: 32/07/17/056/2021, dtd. 04.01.2021.**
- E. The Ahmedabad Municipal Corporation has granted the commencement certificate to develop the Project vide approval **dated _____.____.2021** bearing Nos. _____ (for Block “A+B+C”), _____ (for Block “D”) & _____ (for Block “E”) and **Rajachitthi Nos.** _____ (for Block “A+B+C”), _____ (for Block “D”) & _____ (for Block “E”) issued on the same date.
- F. That the Apartment Nos. A-101, A-104, A-202, A-203, B-103, B-104, B-201, B-202, C-101, C-102, C-103, C-104, D-102, D-103, E-101 & E-102 of the project contains Open Terrace connected to it on the same floor and the said Open Terrace is of the independent use and ownership of the Allottee/s of Apartment

Nos. A-101, A-104, A-202, A-203, B-103, B-104, B-201, B-202, C-101, C-102, C-103, C-104, D-102, D-103, E-101 & E-102.

- G. The Open Terrace situated above the Top (14th) Floor of all Blocks of 'the Project' has been kept as common terrace of all the Apartment Holders of the said Project.
- H. The Owner / Promoter has obtained sanction / approval of the final plans for the Project from Ahmedabad Municipal Corporation and accordingly the Owner / Promoter has commenced the work of construction and development of the Project;
- I. The Owner / Promoter has got most of the approvals from the concerned local authorities, municipal corporation and/or Government, as required by law, pertaining to the plans, the specifications, elevations, sections of the Project and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Use Permission for the Residential cum Commercial Project;
- J. While sanctioning/approving the plans the concerned local authority, municipal corporation and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner / Promoter while developing the Project. Upon due observance and performance of the said terms, conditions and stipulations etc. the Building Use Permission in respect of the Project shall be granted by the concerned authority, corporation and/or Government.
- K. The Owner / Promoter has got the project registered under the provisions of the Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as "the Act", with the Real Estate Regulatory Authority at Gandhinagar vide Registered No. _____, dtd. _____. 20__; The registration certificate is annexed at Annexure-C to this Agreement;
- L. By virtue of absolute ownership and possession of the Project, the Owner / Promoter has the sole and exclusive right to sell the Units (Shops as well as Residential Apartments) of the Project constructed upon the Said Land and to

enter into agreement(s) with the allottee(s) of the Units (Shops as well as Residential Apartments) and to receive the sale consideration in respect thereof;

- M. The Allottee has applied to the Owner / Promoter for allotment of **Apartment No. ____** of type (3BHK), having RERA Carpet Area admeasuring **_____ sq. meters** (i.e. **Built Up Area of _____ sq. meters** as per the approved plans) **along with area of exclusive balcony _____ sq. meters & Kitchen balcony _____ sq. meters** on **____ Floor** in **Block “_____”** of the Project known as "**AASHRAY AURUM**" constructed upon the Said Land. (Hereinafter referred to as "**the Apartment**", more particularly described in **Schedule-A**) **on dated _____.____.20____**. The authenticated Floor Plan of the Apartment & Layout Plan of the Project are respectively annexed as Annexure-A & Annexure-B to this Agreement;
- N. The RERA Carpet Area of “the Apartment” is **_____ square meters** i.e. **_____ square feet** and "RERA carpet area" means the net usable floor area of “the Apartment”, excluding the area covered by the external walls, areas under service shafts but includes the area covered by the internal partition walls of “the Apartment”.
- O. At the request of the Allottee, the Owner / Promoter has given inspection to the Allottee of all documents of title relating to the Said Land and the plans, designs and specifications prepared by the Owner / Promoter's Architect : _____ and of such other documents as are specified under the Act and Rules and Regulations made there under and the Allottee is satisfied with the same;
- P. The authenticated copies of Certificate of Title issued by Attorney at Law or Advocate of the Owner / Promoter, Property Card, Extract of Village Forms VI, VII and XII and other relevant revenue records showing the nature of the title of the Owner / Promoter to the Said Land on which the Project is being constructed have also been inspected and the Allottee is satisfied in respect of the same;
- Q. The authenticated copies of plans sanctioned/approved by the local authority, Municipal Corporation and/or Government have also been inspected by the Allottee.

R. Prior to the execution of this Agreement, the Allottee has paid to the Owner / Promoter a sum of **Rs.**_____/ - (**Rupees** _____ **only**) (**details of payment is mentioned hereunder in the column of Receipt**), being part payment of the sale consideration of “the Apartment” agreed to be sold by the Owner / Promoter to the Allottee as advance payment or Application Fee, the payment and receipt whereof the Owner / Promoter doth hereby admit and acknowledge, and the Allottee has agreed to pay to the Owner / Promoter the balance of the sale consideration in the manner hereinafter appearing as per the time schedule set out in **Schedule-B** (hereinafter referred to as "the Payment Plan").

Rs._____.00	Rupees _____ only paid by the Allottee to the Owner / Promoter by Cheque No._____, dtd.____.____.20___ drawn on _____ Bank, _____ Br., _____.
Rs._____.00	Rupees _____ Only.

*** Subject to Realization.**

- S. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner / Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Unit/Apartment] and the garage/closed parking (if applicable) as specified in the Schedule-A.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

- 1. TERMS:**
- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owner / Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to

purchase, **Apartment No.** ____ of type (____BHK), having RERA Carpet Area admeasuring ____ **sq. meters** (i.e. **Built Up Area of** _____ **sq. meters** as per the approved plans) on ____ **Floor in Block “**____” of the scheme known as "**AASHRAY AURUM**" constructed upon the Said Land, as more particularly described in **Schedule-A** hereto and having floor plan as per **Annexure-A** for consideration of **Rs.**_____.**00 (Rupees** _____ **only); The Apartment** includes Balcony having Carpet Area of ____ **sq. mtrs.** and a Kitchen Balcony (Wash Area) having Carpet Area of ____ **sq. mtrs.** It also includes the undivided proportionate share of ____ Sq. Mtrs. in the land underneath the said scheme and the permanent usage rights of ____ (____) allotted Car Parking (on Ground Level and / or in the Basement);

1.2 The consideration for “the Apartment” is agreed at **Rs.**_____/ - **(Rupees** _____ **only)** (hereinafter referred to as "the **Total Price**") being the price of “the Apartment” and proportionate price of the common areas and facilities appurtenant to “the Apartment”, the nature, extent and description of the common areas and facilities. The break-up of the consideration is as under:

Block “ ____ ” Apartment No. _____ ____ Bedrooms, a Hall and a Kitchen _____ Floor RERA Carpet Area : ____ sq. ft.	
Total	Rs. _____. 00 (in words Rupees _____ _____ Only).

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards “the Apartment”;
- (ii) The Total Price above Excludes Taxes (consisting of tax paid or payable by the Promoter by GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the

Promoter) up to the date of handing over the possession of “the Apartment”;

- (iii) The Total Price above excludes Stamp Duty, Registration Charges, Advocate Fees and all other government levies taxes & duties will be paid & borne by the Allottee and not included in the Total Price;
- (iv) The Total Price above excludes maintenance deposit, maintenance expenses, Extra Work Cost (if any) to be borne by the Allottee and not included in the Total Price. The Total Price above includes UGVCL – AMC – Legal charges.
- (v) Provided that in case there is any change / modification in the taxes, the Total Price payable by the Allottee to the Promoter under this Agreement shall be increased / reduced based on such change / modification;
- (vi) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (vii) The Total Price of Unit/Apartment includes: pro rata share in the Common Areas; as provided in the Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Owner / Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Owner / Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 1.4 The Allottee has paid Rs._____.00 (Rupees _____ only) until now and the Owner / Promoter hereby acknowledges the receipt and the Allottee hereby agrees to pay the remaining price of “the Apartment” as per the time schedule set out in **Schedule-B** (hereinafter referred to as "the Payment Plan") and as may be demanded by the Owner / Promoter within the time and in the manner specified therein: The Allottee shall also complete the entire extra payments as referred hereinabove in the column of explanation which is a part of main Clause No. 1.2.
- 1.5 The Owner / Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Building Use Permission* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of Three (03) percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner / Promoter. If there is any reduction in the carpet area within the defined limit then Owner / Promoter shall refund the excess money paid by Allottee within 30 days with annual interest at the rate of SBI (Marginal cost of Landing Rate) + 2% per annum, 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 Owner / Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed herein.
- 1.6.A The Owner / Promoter hereby declares that the Base Floor Space Index available as on date in respect of the project land is 11727 Sq. Mtr. only and Owner / Promoter has purchased Additional Floor Space Index of 5863.50 Sq. Mtr. from Ahmedabad Municipal Corporation, all aggregates to Total FSI of 17590.50 sq. mtrs. out of which Owner / Promoter has planned to Utilize Floor Space Index of 17590.50 Sq. Mtr. in the project land and Allottee has agreed to purchase the said Unit based on the proposed construction and sale of Unit to be carried out by the Owner / Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owner / Promoter only.

FSI Should be bifurcate in Three Parts

- a). Basic FSI according to Zone GDCR Rules (6515 x 1.8) = 11727 sq. mtrs.

b). Additional / Paid FSI available according to Rule $(6515 \times 0.9) = 5863.50$ sq. mtrs.

c). T. D. R. FSI available = 6667.72 sq. mtrs.

d). Total FSI Available = $(11727 + 5863.50 + 6667.72) = 24258.22$ sq. mtrs.

e). Total Utilized = 24258.22 sq. mtrs.

1.6.B The Owner / Promoter shall not have any claim on FSI, additional FSI and Terrace rights after Building use Permission has been obtained, such rights if any will be owned by the “Association of Allottees”. Provided that the Owner / Promoter will be exclusively entitled to any raise in FSI before the Building Use Permission.

1.7 That the Ownership and Possession Rights of the Open Terraces / Balconies connected to Residential Apartment Nos. A-101, A-104, A-202, A-203, B-103, B-104, B-201, B-202, C-101, C-102, C-103, C-104, D-102, D-103, E-101 & E-102 of the Project, have been given to the concerned Owners / Allottees of the Residential Apartment. This Open Terraces / Balconies mentioned hereinabove shall exclusively be in the Ownership and Possession of concerned Owners / Allottees of Residential Apartment only. It is however made clear that no Unit / Apartment Holder or their transferees / assignees shall raise any objection against Ownership and Possession of the Open Terraces / Balconies as referred above to the concerned Owners / Allottees of the Residential Apartments. That the Open Terrace situated above the Top (14th) Floor of all Blocks of ‘the Project’ has been kept as common terrace of all the Apartment Holders of the said Project. Accordingly all the Apartment Holders shall use the said Terraces as Common Terraces and none of the Apartment Holder or their transferee, assignee etc. may acquire any portion of the Terrace for any use without the written permission of the Maintenance Society.

1.8.A The Owner / Promoter reserves the right to administrate the Parking Discipline and Parking Facility of the entire Project as the Owner / Promoter may deem fit at its sole discretion. And none of the Unit Holder of the said Project or their

transferees / assignees etc. will be entitled to raise any objection against such administration.

- 1.8.B That the Allottee hereby undertakes to sign all necessary undertakings, affidavits, bonds, declarations, confirmations required in the same concern as well as regarding any of the covenants agreed under this Agreement. And all the terms and condition as well as all the bindings / undertakings of such documents signed by the Allottee shall be binding upon the transferees / assignees / successors / tenants and future owners and occupiers and users of the said Property.
- 1.9 Subject to Clause 10.3 the Owner / Promoter agrees and acknowledges, the Allottee shall have the right to “the Apartment” as mentioned below:
- (i) The Allottee shall have exclusive ownership of “the Apartment”;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Owner / Promoter shall convey **undivided proportionate title in the common areas to the association of Allottees as provided in the Act;**
 - (iii) That the computation of the price of “the Apartment” includes recovery of price of land, construction of [not only “the Apartment” but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- 1.10 It is made clear by the Owner / Promoter and the Allottee agrees that “the Apartment” shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said

Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project. Details of the Amenities are provided at **Annexure-D** attached herewith.

- 1.11 The Owner / Promoter agrees to pay all outgoings before transferring the physical possession of "the Apartment" to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Owner / Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring "the Apartment" to the Allottees, the Owner / Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

2. MODE OF PAYMENT

- 2.1 Subject to the terms of the Agreement and the Owner / Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Owner / Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '**M/s. Aashray Projects**' payable at Ahmedabad.

Provided that if the Allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

- 2.2 The Allottee agrees to pay to the Owner / Promoter, interest at the rate of SBI (Marginal cost of Landing Rate) + 2% per annum, on all the delayed payment which become due and payable by the Allottee to the Owner / Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee

to the Owner / Promoter. Provided however that nothing contained in this clause, shall affect the right of the Owner / Promoter to terminate this Agreement, in accordance with Clause No. 10.3, on the Allottee committing default in payment on due date of the amounts so payable.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Owner / Promoter with such permission, approvals which would enable the Owner / Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Owner / Promoter accept no responsibility in this regard. The Allottee shall keep the Owner / Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Owner / Promoter immediately and comply with necessary formalities if any under the applicable laws. The Owner / Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Owner / Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Owner / Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Owner / Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Owner / Promoter to adjust his payments in any manner.

The Owner / Promoter will adjust amount received from Allottees

- a. Against any statutory dues which Allottee is liable to pay
- b. Society Maintenance Charges
- c. Society Maintenance Deposit
- d. GST
- e. Sales Consideration (Total Price)

5. TIME IS ESSENCE

Time is essence for the Owner / Promoter as well as for the Allottee. The Owner / Promoter shall abide by the time schedule for completing the project and handing over the Unit/Apartment to the Allottee and the common areas to the association of the Allottees after receiving the Building Use Permission, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner / Promoter as provided in **Schedule-B (“Payment Plan”)**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

- 6.1 The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, Floor plan, Layout plan [annexed along with this Agreement at Annexure-B] which has been approved by the competent authority, as represented by the Owner / Promoter. The Owner / Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Owner / Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the G.D.C.R.

- 6.2 The Owner / 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 Apartment” to the Allottee, obtain from the concerned local authority occupancy and/or Building Use Permission in respect of “the Apartment”.
- 6.3 It is agreed that the Owner / Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of “the Apartment”, as the case may be, without the previous written consent of the Allottee. Provided that the Owner / Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act, subject to Additional charges as referred hereinabove.
- 7. POSSESSION OF “THE APARTMENT”**
- 7.1 **Schedule for possession of the said Apartment:** The Owner / Promoter agree and understands that timely delivery of possession of “the Apartment” is the essence of the Agreement. The Owner / Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on dtd.**31-12-2025** (hereinafter referred to as "the scheduled date of possession", unless there is delay or failure due to war, civil commotion, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or act of God or any notice, order, rule, notification of the Government or competent authority/court affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owner / Promoter shall be entitled to reasonable extension of time for delivery of possession of “the Apartment”, provided that such Force Majeure conditions are of a nature which make it impossible for the contract to be implemented.
- 7.2 The Allottee agrees and confirms that, in the event it becomes impossible for the Owner / Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner / Promoter shall refund to the

Allottee the entire amount received by the Owner / Promoter from the allotment within 30 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Owner / Promoter and that the Owner / Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.3 In the event the Owner / Promoter fails to abide by the time schedule for completing the project and does not hand over the possession of “the Apartment” to the Allottee by the scheduled date of possession, the Owner / Promoter shall pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of SBI (Marginal cost of Landing Rate) + 2% per annum on all the amounts paid by the Allottee, for every month of delay, till the date of handing over of the possession.
- 7.4 **Procedure for taking possession** - The Owner / Promoter, upon obtaining the Building Use Permission* from the competent authority shall offer in writing the possession of “the Unit” to the Allottee in terms of this Agreement, to be taken within 3 (three months from the date of issue of such written notice and the Owner / Promoter shall give possession of “the Unit” to the Allottee. The Owner / Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner / Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Owner / Promoter/association of Allottees, as the case may be. The Owner / Promoter on its behalf shall offer the possession to the Allottee in writing within Seven (7) days of receiving the Building Use Permission* of the Project.
- 7.5 The Allottee shall take possession of “the Apartment” within 15 days of the written notice from the Owner / Promoter to the Allottee intimating that “the Apartment” is ready for use and occupancy.
- 7.6 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Owner / Promoter as per clause 7.4, the Allottee shall take possession of “the Apartment” from the Owner / Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this

Agreement, and the Owner / Promoter shall give possession of “the Apartment” to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.5, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.7 Possession by the Allottee - After obtaining the Building Use Permission* and handing over physical possession of “the Apartment” to the Allottees, it shall be the responsibility of the Owner / Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.8 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Owner / Promoter, the Owner / Promoter herein is entitled to forfeit 10% of the Total Price of the Unit. The balance amount of money paid by the Allottee shall be returned by the Owner / Promoter to the Allottee within 30 days of such cancellation.

At the time of Cancellation Booking Amount paid as GST will be refunded only at the discretion of Owner / Promoter if he decides, the refund will given only after the credit of GST paid to department is given back by the department.

7.9 Compensation –

The Owner / Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Owner / Promoter fails to complete or is unable to give possession of the Unit/Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Owner / Promoter on account of suspension or revocation of the registration under the Act; or for any other reason;

the Owner / Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit/Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Owner / Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit/Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER / PROMOTER

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

- (i) The Owner / Promoter has absolute, clear and marketable title with respect to the Said Land; Accordingly the Owner / Promoter has requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
- (ii) The Owner / Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project;**
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Unit/Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit/Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner / Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Unit/Apartment and common areas;
- (vi) The Owner / Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- (vii) The Owner / Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit/Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner / Promoter confirms that the Owner / Promoter is not restricted in any manner whatsoever from selling the said Unit/Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Owner / Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit/Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Owner / Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Owner / Promoter in respect of the said Land and/or the Project.

9. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

- 9.1** The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands “the Apartment” may come, hereby covenants with the Owner / Promoter as follows :-

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- a) In order to ensure timely payments of the proportionate rates and taxes applicable to individual Units as calculated by the Owner / Promoter, the Allottee shall deposit reasonable amounts on a pro-rata basis with the Owner / Promoter.
- b) To be liable and responsible for direct payment of electricity and other utilities consumed in or relating to the said unit wholly and proportionately in relation to common parts which shall be paid by the Maintenance Society.
- c) Not to subdivide the said unit and/or parking space, or any portion thereof.
- d) Not to do any act deed or thing to obstruct the construction and completion of the said Unit/Building in any manner whatsoever and notwithstanding any temporary obstruction in the Allottee's enjoyment of the said unit.
- e) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in any part of the Building including common areas etc. except in the garbage bin provided for.
- f) Not to discharge into any conducting medial any oil or grease or discharge solid or semi-solid waste into the waste and soil discharge lines or discharge any harmful effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting medial or drainage of the said Scheme.
- g) Not to cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damages to any flooring or ceiling of the said unit or any other portion over or below the said unit or adjacent to the said unit or in any manner interfere with the use and right and enjoyment thereof or of any open spaces, passages or amenities available for common use.
- h) Not to damage or demolish or cause to be damaged or demolished the said unit and/or the fittings & fixtures affixed thereto or any part thereof at any time.