

AGREEMENT FOR SALE

This AGREEMENT FOR SALE (“Agreement”) is made at Ahmedabad, this _____ day of 2022;

BETWEEN

“LYCKA PROPERTIES PRIVATE LIMITED”,

PAN NO. :- ABCCS 5368 K

a company incorporated under the provisions of the Companies Act, 1956 or Companies Act 2013, having its Address at 26, Shyam Vihar Bunglows, Nr. Baghban Party Plot, Thaltej, Ahmedabad-380058., through its authorized signatory-

Mr. Devarshi Rajeshbhai Patel

ADHAAR NO. :- 8146 7120 2953

(hereinafter referred to as the “Promoter”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its administrators, successors and permitted assigns;

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AND

1) Mr. Rajeshbhai Dhirubhai Patel

PAN NO. :- ACYPP 8822 B

ADHAAR NO. :- 4247 4124 1638

2) Mrs. Riketa Rajeshbhai Patel

PAN NO. :- ABRPP 5958 N

ADHAAR NO. :- 9873 6839 7415

An aged Adult, Hindu by religion, both residing at **26, Shyam Vihar Bunglows,**
Nr. Baghban Party Plot, Thaltej, Ahmedabad-380058.

(hereinafter referred to as the “**Confirming Party/Land Owners**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their heirs, successors and permitted assigns;

AND

MR./MRS.,

PAN NO. :-

ADHAAR NO. :-

An aged Adult, Hindu by religion, residing at
..... ,

(hereinafter referred to as the “**Purchaser/s**”), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors , administrators and his/her assigns.

The Promoter, Land Owners and Purchaser/s shall, hereinafter, be collectively referred to as the “**Parties**” and individually as “**Party**”.

-:: WHEREAS ::-

A. The Land Owners are seized and possessed of Non Agriculture land bearing Final Plot No.205 admeasuring: 2878 Sq. Mtrs. of Town Planning Scheme No. 43 (Sola) of Block/Survey No.380/2/2 admeasuring: 4797 Sq.

Mtrs. situate, or thereabouts, situated, lying and being at Mouje Village Sim of Sola, Taluka : Ghatlodia, District of Ahmedabad and Sub-District Ahmedabad-8 (Sola)., (hereinafter referred to as "**Land**"). The Land has been more particularly described in the **First Schedule** herein below. The Said land was acquired by the Owner/Promoter vide registered Sale Deed vide Sr. No. 13381 & 13383, dated.15/06/1993 at the office of the concerned Sub-Registrar of Ahmedabad-8 (Sola).

- B. In pursuance of the aforesaid Registered Sale Deed, the Owner is seized and possessed of the said Land with entitlement to develop project thereon;
- C. The Hon'ble District Collector, Ahmedabad converted the said land from Agricultural Land into Non Agricultural by his / her order No. 3162/07/17/058/2021 with respect to Survey/Block No. 380/2/2 admeasuring 4797 sq. mtr., Final Plot No. 205 admeasuring 2878 sq.mtr. dated 23/11/2021.
- D. The said Land is being owned & possessed by Owner/Promoter and had floated a residential cum commercial scheme and have obtained development permission dated 31st January, 2022, bearing No. 05741 / 100621 / A4919 / R0 / M1 for Block - A AND 05742 / 100621 / A4920 / R0 / M1 for Block-B from Ahmedabad Municipal Corporation. The Owner / Promoter has earmarked the Said Land for the purpose of building a Residential cum Commercial Project comprising Two (02) Buildings (Blocks) i.e. Block "A" & Block "B"
- E. The Project is named as "**LYCKA LIFE**". The said Residential cum Commercial Project is hereinafter referred to as "**the Project**";
- F. Subsequently, the Land Owners transferred development rights of the entire Project to Promoter by way of registered development agreement

bearing registration no. **2884** dated **10/02/2022** ("**Development Agreement**"). Thus, by the Development Agreement, Promoter is legally entitled to entire Projects, Development Permission and all rights accrued therein.

- G. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Gujarat under no. _____ dated _____, an authenticated copy of the same is attached herewith as **Annexure-"A"**.
- H. In accordance with the plans sanctioned, Development Permission and Commencement Certificate and all necessary approval of the competent authority by the Promoter has commenced construction of the said Project.
- I. The Promoter has given inspection to the Purchaser/s of all the documents of title relating to the Land, plans, designs and specifications prepared by the Promoter Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") and the rules made thereunder, and satisfactory inspection of the certificate of title issued by their Advocate appointed by them, copy of property register card extracts, and all other revenue records showing the title of the Owner to the said Property.
- J. The Purchaser/s hereby confirm and acknowledge that they have obtained information relating to the sanctioned plans, layout plans along with specifications approved by the competent authority, stage wise time schedule of completion and all such information as required under the RERA and they have satisfied himself/herself/themselves about the title of the Promoter to the said Property and the Purchaser/s confirm that he/she/they are entering into this Agreement after inspecting the

aforesaid documents and shall never raise any objection/s to the same. The /Purchasers confirms that no further investigation is required in this regards and will never raise any objection in future.

- K. The Purchaser/s applied to the Promoter for purchase of Unit no. ____/____, having 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 & Wash Area ____ sq. meters on ____ Floor in the Block “__” of the Project known as **"LYCKA LIFE"** constructed upon the Said Land. Further, the Land Owners hereby agree to convey the undivided share in Land of ____ sq. mtrs., which shall be corresponding to the area of Premises, in favour of the Purchaser/s (**"Undivided Share in Land"**). (Hereinafter referred to as **"the Said Unit"**, more particularly described in **Second Schedule**). The authenticated copies of the plans/layouts of the Project/Unit agreed to be purchased by the Purchaser has been annexed and marked as **Annexure-"B"**.
- L. 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.
- M. 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 Purchaser/s hereby agrees to purchase the said unit as specified in the Second Schedule.

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

1. The Parties hereby declare that the statements, declarations and representations on their respective parts as contained in the foregoing

recitals as also hereinafter contained are true to their own knowledge and are made by them conscientiously, believing the same to be true knowing full well that relying upon the said statements, declarations and representations to be true and correct. The title clause, all recitals, schedules and annexures attached herewith shall form an operative part of Agreement.

2. CONSIDERATION

- 2.1 The Purchaser/s agrees to purchase from the Promoter and the Promoter agrees to sell to the Purchaser/s a Unit no. ____/____ , having 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 & Wash Area ____ sq. meters on ____ Floor in the Block “____” of the Project known as "LYCKA LIFE" constructed upon the Said Land. It is include the undivided share in Land of ____ sq. mtrs for the consideration of Rs. _____ (Rupees _____ Only) (“**Consideration**”). The Consideration includes the proportionate price of Undivided Share in Land, which shall be conveyed by Land Owners to the Purchaser/s.

Explanation:

- (i) The Total Consideration Price above includes the booking amount paid by the Purchaser/s to the Promoter towards “**the said Unit**”;
- (ii) The Total Consideration 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 said Unit”;

- (iii) The Total Consideration Price above excludes Stamp Duty, Registration Charges, Advocate Fees and all other government levies taxes & duties will be paid & borne by the Purchaser/s and not included in the Total Consideration Price;
 - (iv) The Total Consideration Price above excludes maintenance deposit, maintenance expenses, Extra Work Cost (if any) to be borne by the Purchaser/s and not included in the Total Consideration Price. The Total Price above Exclude's GEB CHARGES, AMC/AUDA, Legal charges.
 - (v) Provided that in case there is any change / modification in the taxes, the Total Consideration Price payable by the Purchaser/s to the Promoter under this Agreement shall be increased / reduced based on such change / modification;
- 2.3 The Total Price is escalation-free, save and except increases which the Purchaser/s 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 Purchaser/s 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 Purchaser/s, which shall only be applicable on subsequent payments.

3. PAYMENT & DEFAULT

- 3.1 The Purchaser/s 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 said unit"** agreed to be sold by

the Owner / Promoter to the Purchaser/s as advance payment or Application Fee, the payment and receipt whereof the Owner / Promoter doth hereby admit and acknowledge, and the Purchaser/s has agreed to pay to the Owner / Promoter the balance of the sale consideration in the manner hereinafter appearing as per the time schedule mentioned in this Agreement.

Rs._____.00	Rupees _____ only paid by the Allottee to the Owner / Promoter by Cheque No._____, dtd.____.____.2022 drawn on _____ Bank, _____ Br., _____.
Rs._____.00	Rupees _____ Only.

* Subject to Realization.

- 3.2 The Purchaser/s shall pay to the Promoter, the Consideration without any delay and default, (timely payment of each installment being essence of the contract) in the following manner: (hereinafter referred to as "**the Payment Plan**").
- (a) 10% (Ten percent of total Consideration) has been paid on or before execution of this Agreement (the receipt whereof the Promoter do hereby admit and acknowledge);
 - (b) 20% [Twenty Percent, not exceeding 30% (Thirty Percent) of Total Consideration] to be paid to the Promoter after the execution of Agreement;
 - (c) 15% [Fifteen Percent, not exceeding 45% (Forty Five Percent) of Total Consideration] to be paid to the Promoter on completion of the Plinth of the Project;
 - (d) 25% [Twenty Five Percent, not exceeding 70% (Seventy Percent) of Total Consideration] to be paid to the Promoter on completion of the slabs including podiums and stilts of the Project;

- (e) 5% [Five Percent, not exceeding 75% (Seventy Five Percent) of Total Consideration] to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the Project;
- (f) 5% [Five Percent, not exceeding 80% (Eighty Percent) of Total Consideration] to be paid to the Promoter on completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Project;
- (g) 5% [Five Percent, not exceeding 85% (Eighty Five Percent) of Total Consideration] to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the Project;
- (h) 10% [Ten Percent, not exceeding 95% (Ninety Five Percent) of 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 for sale of the Project;
- (i) The balance Amount at the time of handing over of the possession of the Premises to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.

3.2 The Purchaser/s agrees to pay to the Promoter the aforesaid installments within 7 (Seven) days from the date of demand by the Promoter. In the event the Purchaser/s defaults in making such payment within the stipulated time line as mentioned hereinabove, the Purchaser/s shall be liable to pay to the Promoter such amount which is due along with an interest which shall be the State Bank of India highest Marginal Cost of Lending Rate plus 2% percent on all the delayed payments which become due and payable by the Purchaser/s under this Agreement from the date the said amount is payable by the Purchaser/s till realization of the same.

The Promoter shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement have a first lien and charge on the Unit agreed to be acquired by the Purchaser/s.

- 3.3 In the event the Purchaser/s defaults in paying the interest as contemplated in Clause herein above, then in that case, the Promoter shall have the absolute right to rescind this Agreement.
- 3.4 On the Purchaser/s committing default in payment of any installment due and payable by the Purchaser/s to the Promoter (including his/her/their proportionate share of taxes, government charges, charges payable to various authorities, levies, duties, cesses, other charges and all other outgoings) under this Agreement, and/or the Purchaser/s committing breach of any of the terms herein contained, the Promoter shall be at liberty to terminate this Agreement by giving 15 (Fifteen) days prior notice in writing via post or mail. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser/s the amount of installments of Consideration in respect of the Unit which may till then have been paid by the Purchaser/s to the Promoter without any interest, within 30 (Thirty) days of such termination, after forfeiting a minimum of ___% of the Consideration amount with respect to the sale of the said Unit. Further, the Promoter shall not be liable to reimburse to the Purchaser/s any Government Charges such as stamp duty, registration charges, taxes, charges payable to various authorities, levies, duties, cesses, GST etc. Upon the termination of this Agreement, under this clause, the Promoter and the Land Owners shall be at liberty to sell the Property to any other person of their choice and at such price as they may deem fit and the Purchaser/s shall not object to the same.
- 3.5 The Purchaser/s authorizes the Promoter to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Promoter may in its sole

discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

4. CARPET AREA VARIATION

The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser/s with annual interest at State Bank of India highest Marginal Cost of Lending Rate from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s.

5. FLOOR SPACE INDEX

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project Land is 3454.20 square meters only and Promoter has planned to utilize Floor Space Index of 7771.62 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 7771.62 square meters as proposed to be utilized on the project land in the said Project and Purchaser/s has agreed to purchase the said Premises based on the proposed construction and sale of apartments to be carried out by

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

6. INSPECTION

It is agreed that any communication either orally or in writing by the Promoter to the Purchaser/s for inspection of the said Property by the Purchaser/s and/or about the completion of a particular stage of construction is sufficient and within 7 days of such notice, the Purchaser/s shall pay to the Promoter requisite installment of Consideration.

7. TAXES

The Purchaser/s hereby undertakes to pay the amount of the GST along with each installment. The Promoter shall not be bound to accept the payment of any installments unless the same is paid alongwith the amount of the GST applicable thereon and the Purchaser/s shall be deemed to have committed a default in payment of amount due to the Promoter hereunder, if such payment is not made along with the GST amount. Provided further that if no account of any change/modification/amendment in the present statute or laws or rules and policies by the central government or the state government, any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoter in respect of this Agreement and/or the GST levied is increased, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s do and doth hereby agree and indemnify and keep indemnified the Promoter and its successor-in-title and assigns in respect thereof.

8. CONSTRUCTION & COMPLIANCES

- 8.1 The Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations, and restrictions, if any, which may have been imposed by Ahmedabad Municipal Corporation ("AMC"), or any other concerned authorities at the time of sanctioning the plans or

thereafter and shall, before handing over possession of the Premises to the Purchaser/s, obtain from the AMC and/or concerned authorities occupancy certificate/Building Usage Permission ("OC") in respect thereof.

- 8.2 The Promoter shall construct the building in accordance with the plans, designs and specifications approved by the AMC and which has been seen and approved by the Purchaser/s. The Purchaser/s agree that the Promoter is/will be entitled for any minor variations and modifications in the building plans and elevation of the building as the Promoter thinks appropriate or as may be required by AMC which does not affect the area of the Unit.

Provided that the Promoter shall have to obtain prior consent of the Purchaser/s in respect of variations or modifications which may adversely affect the Said Project/Unit of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

9. TITLE

The Purchaser/s has made enquiries and is satisfied that the title of the Promoter to the said Land is marketable and free from encumbrances and that the Promoter has the authority to develop the same. The Purchaser/s has inspected the title certificate. The Purchaser/s has/have also checked the webpage of the Promoter and the Purchaser/s is/are satisfied that the Promoter have obtained the necessary permissions, approvals required for development of the said Land and that pursuant thereto, the Promoter herein is entitled to develop the said Land.

10. PROJECT SPECIFICATIONS

The fittings and Specifications to be provided by the Promoter in the said project / Unit and the Premises are those as set out in **Annexure "C"** hereto.

11. POSSESSION

- 11.1 Upon completion of construction of the Project and receipt of the occupation certificate in respect thereof, the Promoter shall endeavour to put the Purchaser/s in possession to occupy the Unit, which shall be on or before 31/12/2027. However, the aforesaid timelines are subject to the Force Majeure situation and/or the extension granted by the RERA authorities in case of any other justifiable reasons.
- 11.2 However, save and except in cases of Force Majeure or the cases where RERA authority grants extension to the Promoter for justifiable reasons, if the Promoter fails or neglects to give possession of the Purchaser within the agreed/extended timelines and the Purchaser/s demand refund of the amounts paid by them to the Promoter, the Promoter shall be liable to refund to the purchaser the amounts already received by him in respect of the said Unit with interest, which shall be State Bank of India highest Marginal Cost of Lending Rate plus 2% percent. Once the amount is refunded this Agreement shall stand terminated.
- 11.3 Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of Project in which the Unit is situated is delayed on account of: -
- (a) Non-availability of Steel, Cement, other building material, water or electric supply;
 - (b) War, Civil commotion or Acts of God;
 - (c) Any written or oral notice, order, rule, notification of the Government and/or other public or other competent authority; or
 - (d) Any other force majeure event, which is beyond control of the Promoter.

- 11.4 The Purchaser/s shall take possession of the Premises within 3 (Three) months of the Promoter procuring occupancy certificate and giving written notice to the Purchaser/s intimating that the Premises is ready for use and occupation, provided that the Consideration along with interest and any other amounts, if any due and payable, has been paid by the Purchaser/s.

12. USAGE

The Purchaser/s shall use **“the Said Unit”** or any part thereof or permit the same to be used only for the lawful purpose. The Purchaser/s shall use the parking space only for purpose of keeping or parking vehicle and for no other purpose.

13. GENERAL COMPLIANCES

General compliance with respect to the said unit, Subject to the Purchaser/s shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or “the Said Unit” or the staircases, common passages, circulation areas, or the compound etc. which may be in violation of any laws or rules of any authority or change or alter or make additions to “the Said Unit” and keep “the Said Unit”, its walls and partitions, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Unit is not in any way damaged or jeopardized. The Purchaser/s further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Project/unit or anywhere on the exterior of the Project, project therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/s shall not store any

hazardous or combustible goods in the Unit or place any heavy material in the common passages or common areas of the said Unit/ Project. The Purchaser/s shall also not remove any wall, including the outer and load bearing wall of the Unit. The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

14. MAINTENANCE

- 14.1 The Owner / Promoter will form a Maintenance Society for the purpose of maintenance and upkeep of the said Project including common parts and elements and the Purchaser/s shall co - operate fully with the Owner / Promoter and shall sign all documents and necessary papers for the purpose.
- 14.2 The Purchaser/s agrees to observe the rules, framed from time to time by the Owner / Promoter / Maintenance Society for quiet and peaceful enjoyment of the said unit and common areas, amenities of the Project/Unit. The Purchaser/s shall proportionately liable and accept the payments made by the Owner / Promoter on account of the common expenses and other outgoing expenses with effect from the date of completion or date of possession of "the Said Unit" whichever is earlier and Purchaser/s shall pay to the Owner / Promoter / Maintenance Society, the non-refundable maintenance on proportionate basis on demand as and when required.

15. STRUCTURE DEFECET LIABILITY

If within a period of five years from the date of handing over the Said Unit to the Purchaser/s, the Purchaser/s brings to the notice of the Owner/Promoter any structural defect in the Said unit or the Project in which the Said unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case

it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Owner/Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Owner/Promoter shall not be liable to rectify any defect or for payment of any compensation in the following events:

- a. If the cause of any such defect is not attributable to the Owner / Promoter or are beyond the control of the Owner / Promoter; or
- b. Water leakages from pipe joints, tile joints, walls etc due to excessive use of acid for washing tiles, shaking of washing machine, use of hot and hard water, rough, etc. or any other reason except structure defect;
- c. In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- d. Owner / Promoter shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory-made products which are not considered as defect by the manufacturers of the supplier; or
- e. In case where guarantees and warranties are provided by the product suppliers or service vendors, the same shall be extended to the Purchaser/s and to honour such warranties and guarantees shall be at the sole discretion of the party providing the same. Further where the manufacturer guarantee/warranty as provided by the party ends before the defects liability period and such warranties are covered under the maintenance of the said Unit/Project and if the annual maintenance contracts are not done/renewed by the Purchaser/s /Maintenance Society, the Owner / Promoter shall not be responsible for any defects occurring due to the same; or
- f. If the Purchaser/s has defaulted in any or its representations or warranties as mentioned in this Deed.

- g. The Purchaser/s shall not carry out any alterations of any nature in the said Unit which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in leakage/seepage of the water. If any of such works are carried out without the written consent of the Owner / Promoter then the defect liability automatically shall become void.

16. COVENANTS

16.1 The Purchaser/s for himself/themselves doth hereby covenant with the Promoter as follows:-

- (a) the Purchaser/s shall make timely payments of the installment and other dues, taxes, government charges, charges payable to various authorities, levies, duties, cesses etc. payable by him/her/it on demand and meet other obligations as stipulated under this Agreement.
- (b) To maintain the Premises, at its own cost, in good and tenantable condition from the date, the Premises is taken in his possession and shall not do or suffered to be done anything in or to the building in which the Premises is situated, staircase or any passage, which may be against the rules, regulations or bye-laws or concerned local of any other authority or change/alter or make addition in or to the building in which the Premises itself or any part thereof.
- (c) Not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the constructions or structure of building in which the Premises is situated or storing of which goods are objected by the concerned

local or any other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the building in which the Premises are situated, including entrances of the building in which the Premises is situated and in case any damage is caused to the building in which the Premises is situated on account of negligence or default of the Purchaser/s, he shall be liable for the consequences of such breach.

- (d) To carry at his/her own cost all internal repairs to the Premises and maintain the Premises in the same conditions, state and order, in which, it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority, and in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences, thereof to be concerned local authority and or other public authority.
- (e) Not to demolish or cause to be demolished the Premises or any part thereof, nor any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which is situated and shall keep, the portion, sewers, drains pipes in the Premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural changes in the Premises without the prior written permission of the Promoter and/or the managing committee of the society.

- (f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Land and the Project in which the Premises are situated or any part thereof whereby any increase premium shall become payable in respect of the insurance.
- (g) Not to throw dirt, rubbish, garbage or other refuses or permit the same to be thrown from the window/balcony of the Unit in the compound or any portion of the Land or the Project in which the Premises are situated.

To take necessary approval of the concerned local authority and/or Government and or other public authority or society and 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 by Purchaser/s viz. user for any purposes other than for residential purpose.

- (h) The Purchaser/s shall observe and perform all the rules and regulations of the society with additions, alterations or amendments thereof that may be made, from time to time, for protection and maintenance of the Project and the Units therein and for the observance and performance of the buildings rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulation and conditions laid down by the society regarding the occupation and use of the Premises in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (i) The Purchaser/s shall maintain the elevation of the Premises, in the same form as the Promoter constructs and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Promoter and/or the society.

- (j) The Purchaser/s shall not let, sublet, transfer, assign or part with Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and until the Purchaser has intimated in writing to the Promoter.
- (k) The Purchaser/s shall not, at any time, create or do or cause or permit any public or private nuisance in or upon the Premises or any part of the said Project or the Land or any part thereof nor shall he/she/they/it do anything which will cause annoyance, inconvenience, suffering, hardship or disturbance to the remaining occupiers of the project and/or to the Promoter and/or the management company or occupants of neighbouring plots nor use or permit to use the Premises for any illegal or immoral or unlawful purpose.
- (l) The space provided for the entrance of the Project shall be used as entrance only and the Purchaser/s shall not use the same in any other way except for entering the Project. Parking Space shall use the Parking Space only for the purpose of parking or keeping his/her/their/its own vehicle.
- (m) The Purchaser/s shall observe and perform all the rules and regulations which the society comprising of the Project may make at its inception and the additions, alterations or amendments thereof that may be made from time to time from protection and maintenance of the Project and the units therein (including the Premises) and rules, regulations and byelaws framed therein. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of Premises in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- (n) The Purchaser/s shall at every given point of time, permit the Promoter his surveyors, his agents, his workmen and others, to enter upon the Premises to view, examine the state and condition of the Project thereof.

16.2 The Promoter hereby covenants that :

- (a) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (b) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said Building are valid and subsisting and have been obtained by following due process of law;

16.3 The Parties hereby covenant that they have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the rights of other Party/ies may prejudicially be affected.

17. CREATION OF CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Premises allotted to the Purchaser/s herein unless the same is approved in writing by the Promoter. 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 or without prior approval of Purchaser/s, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such Premises.

18. BANK ACCOUNT

18.1 Subject to the terms of the Agreement and the Owner / Promoter abiding by the construction milestones, the Purchaser/s 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 **LYCKA PROPERTIES PVT. LTD.**

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

19. CONVEYANCE

The Owner / Promoter, on receipt of complete amount of the Price of the Unit under the Agreement from the Purchaser/s, shall execute a conveyance deed and convey the title of the Unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the Building Use Permission*. However, in case the Purchaser/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser/s authorizes the Owner / Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Owner / Promoter is made by the Purchaser/s. The Purchaser/s shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

20. MISCELLANEOUS

20.1 WAIVER

Any delay, tolerance or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms

and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice to the rights of the Promoter.

20.2 COST & REGISTRATION

All Stamp duty and registration charges in respect of the said Unit shall be borne and paid by the Purchaser/s and the Promoter shall not be liable for the same. The Purchaser/s shall present this Agreement at the proper Registration Office for registration within the timeframe as set out in the Indian Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

20.3 NOTICES

That all notices to be served on the Purchaser/s and the Owner / Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Owner / Promoter by Registered Post at their respective addresses specified below:

Owner / Promoter

LYCKA PROPERTIES PRIVATE LIMITED

a company incorporated under the provisions of the Companies Act,
Address at 26, Shyam Vihar Bungalows,
Nr. Baghban Party Plot, Thaltej,
Ahmedabad-380058.

Purchaser/s

Name and Address of Purchaser/s as mentioned at the beginning of the Agreement

20.4 RERA PROVISIONS

This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made there under from time to time.

20.5 ASSIGNMENT

- (a) The Purchaser/s shall not assign this Agreement or any part thereof without prior written approval of the Promoter.
- (b) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Project or of the said Premises and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.

20.6 SEVERABILITY

If any provision of this Agreement hereafter shall be determined to be void or unenforceable under applicable law, such provision 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 applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

20.7 AMENDMENT

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

20.8 SUBSEQUENT PURCHASER/S

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 Purchaser/s of the Premises, in case of a transfer, as the said obligations go along with the Premises for all intents and purposes.

20.9 DISPUTE RESOLUTION

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

20.10 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 of Ahmedabad will have the jurisdiction for this Agreement.

20.11 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 Property, as the case may be.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT pieces and parcels of Non Agriculture land bearing Final Plot No.205 admeasuring : 2878 Sq. Mtrs. of Town Planning Scheme No. 43 (Sola) of Block/Survey No.380/2/2 admeasuring : 4797 Sq. Mtrs. situate, or thereabouts, situated, lying and being at Mouje Village Sim of Sola, Taluka : Ghatlodia, District of Ahmedabad and Sub-District Ahmedabad-8 (Sola) and bounded :

On or towards the East by :	Survey/Block No.381+382P
On or towards the West by :	Survey/Block no.380/2/1
On or towards the South by:	18 Mtr. Road
On or towards the North by:	Survey/Block No.380/1

THE SECOND SCHEDULE ABOVE REFERRED TO

Unit no. ____/_____, having 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 & Wash Area _____ sq. meters on _____ Floor in Block “___” of the said Project known as "LYCKA LIFE" along with the undivided proportionate share of sq. mtrs. in the said land together with proportionate share in the common amenities and facilities in the said Project. The said Unit is bounded as follows:

On or towards the East by:
On or towards the West by:
On or towards the South by:
On or towards the North by:

ANNEXURE-A

RERA REGISTRATION CERTIFICATE

ANNEXURE-B

APPROVED PLAN OF THE UNIT/PROJECT

ANNEXURE-C

PROJECT SPECIFICATION

IN WITNESS WHERE OF parties hereinabove named have set their respective hands and signed this Agreement for sale at Ahmedabad on this ____ th day of _____, 2022.

SIGNED, SEALED AND DELIVERED BY

the withinnamed “PROMOTER”

“LYCKA PROPERTIES PRIVATE LIMITED”,

Represented through its authorized signatory-

Mr. Devarshi Rajeshbhai Patel

SIGNED, SEALED AND DELIVERED BY
the withinnamed "LAND OWNERS"

1) Mr. Rajeshbhai Dhirubhai Patel

2) Mrs. Riketa Rajeshbhai Patel

In the presence of:

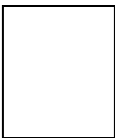
1. _____

2. _____

-: Schedule under sec. 32 (A) of The Registration Act :-

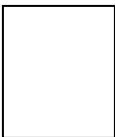
PROMOTER :-

“LYCKA PROPERTIES PRIVATE LIMITED”,
Represented through its authorized signatory-

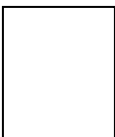
_____ 

Mr. Devarshi Rajeshbhai Patel

LAND OWNERS :-

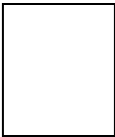
_____ 

1) Mr. Rajeshbhai Dhirubhai Patel

_____ 

2) Mrs. Riketa Rajeshbhai Patel

PURCHASER/S :-

_____ 

Mr.