

DRAFT OF AGREEMENT FOR SALE WITHOUT POSSESSION

This Agreement for sale ("**Agreement**") made at Ahmedabad, this day of, 2023,

BETWEEN

FIRST PARTY:

LAND OWNER

NIYOGI ENTERPRISE PRIVATE LIMITED,

A Company incorporated under the Companies Act, 2013 having CIN U51909GJ2019PTC106218 and having its registered address at "**Nirma House**", Ashram Road, Ahmedabad- 380009 Through its Power of Attorney Holder **CONSTERA REALTY PRIVATE LIMITED** A Company incorporated under the Companies Act, 2013 having CIN U51909GJ2019PTC106218 and having its registered address at 6, Aryan Corporate Park, Nr. Thaltej Railway Crossing, Thaltej-Shilaj Road, Thaltej Ahmedabad-380059 Through its Authorized Signatory/Director **Mr. Nilesh B Prajapati**, aged about 42 years, having address at 6, Aryan Corporate Park, Nr. Thaltej Railway Crossing, Thaltej-Shilaj Road, Thaltej Ahmedabad-380059 (Hereinafter in this Agreement for Sale referred to as the "**LAND OWNER**" or "**FIRST PARTY**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Land Owner and its legal representative, administrators, successors and assigns) of the **ONE PART**.

SECOND PARTY

PURCHASERS

(1) **Mr.** _____

PAN NO.: _____

Aged about __ years,

Having _____ Address _____ at _____

(2) **Mrs.** _____

PAN NO.: _____

Aged about __ years,

Having _____ Address _____ at _____

Hereinafter in this Agreement for Sale collectively referred to as “**the PURCHASERS/ Second Party**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said “**PURCHASERS**” and their heirs, legal representatives, successors and assigns) of the **SECOND PART**.

AND

THIRD PARTY

DEVELOPER

CONSTERA REALTY PRIVATE LIMITED,

[Pan No. _____]

A Company incorporated under the Companies Act, 2013 having CIN U51909GJ2019PTC106218 and having its registered address at 6, Aryan Corporate Park, Nr. Thaltej Railway Crossing, Thaltej-Shilaj Road, Thaltej Ahmedabad-380059 Through its Authorized Signatory/Director **Mr. Nilesh B Prajapati**, aged about 42 years, having address at 6, Aryan Corporate Park, Nr. Thaltej Railway Crossing, Thaltej-Shilaj Road, Thaltej Ahmedabad-380059 (Hereinafter in this Agreement for Sale referred to as **DEVELOPER / Third Party** which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Directors of the said Developer, its legal representative, administrators, successors and assigns) of the **THIRD PART**.

WHEREAS:

- (A) The LAND OWNER herein is the absolute owner of and is sufficiently entitled to the piece or parcel of the Non Agricultural land admeasuring about 23,706 sq.mtrs bearing Private Sub Plot No 2B forming part of Sub Plot No 2 paiki of Final Plot No (36,163,192,239) 49, 53,177/2/1 (paiki) [Given in lieu of land of Survey No. 14, 67/1, 168 paiki, 18/2, 18/4, 18/5, 20/1 and 72/2 paiki] forming

part of Preliminary Town Planning Scheme No 50 (Bodakdev) situate lying and being at Moje Bodakdev, Taluka Ghatlodia, in the Registration District of Ahmedabad and Sub-District of Ahmedabad-3 (Memnagar), hereinafter referred to as the said “**Project Land**” in this Agreement for Sale and is more particularly described in the **SCHEDULE-I** hereunder written and the said Project Land is demarcated by red colour boundary line in the plan annexed herewith.

- (B) That Non Agricultural use permission for the Project land has been granted by Collector, Ahmedabad vide various orders and the details of the same is as under:

<u>Sr. No.</u>	<u>Final Plot No.</u>	<u>Order details</u>
1.	177 (Survey No 72/2) adm. 10680 sq.mtrs T.P. No 50	CB/LAND-2/N.A./S.R.-391/2009/C-69509 07-11-2009
2.	239 (Survey No 199/2) adm. 6131 sq.mtrs of T.P. No 50	CB/LAND-2/N.A./S.R-229/2008 11-08-2009
3.	36+163+192+239 p (Survey No 168 paiki) adm. 1699 sq.mtrs of T.P. No 50	CB/LAND-1/N.A./S.R-1573/2015/FMPS No 408687 29-11-2018
4	163 (Survey No 67/1) adm. 6617 sq.mtrs of T.P. No 50	CB/LAND/N.A./S.R.-232/2008-2009 06-10-2008
5	Survey No 18/2, 18/4 and 18/5 adm. 9510 sq.mtrs	CB/LAND/N.A./SR-226/2008 20-01-2009
6	53 (Survey No 20/1p/) adm 3158 sq.mtrs of T.P. 50	CB/NA/AHMEDABAD/BODAKDEV/20/1P/99 4608/2018 19-10-2018
7	36 (Survey No 14) adm.4857 sq.mtrs of T.P. 50	CB/LAND/NA/SR-230/2008-2009 06-10-2008

- (C) That the LAND OWNER intends to develop the said Project Land and hence vide a Development Agreement dated 23-02-2023 registered before the Sub-registrar of Ahmedabad-3 (Memnagar) at serial No. 2146 on 23-02-2023, the

LAND OWNER has granted development rights with respect to the Non Agricultural land admeasuring about 23,706 sq.mtrs bearing Private Sub Plot No 2B forming part of Sub Plot No 2 paiki of Final Plot No (36,163,192,239) 49, 53,177/2/1 (paiki) forming part of Preliminary Town Planning Scheme No 50 (Bodakdev) situate lying and being at Moje Bodakdev, Taluka Ghatlodia, in the Registration District of Ahmedabad and Sub-District of Ahmedabad-3 (Memnagar) to the DEVELOPER viz. Constera Realty Private Limited. ("**Developer**").

- (D) AND WHEREAS the DEVELOPER has got the plans for construction of residential buildings approved for the said Project Land from the Ahmedabad Municipal Corporation (AMC) and development permission was issued in this regard vide its order bearing No. BHNTS/NWZ/110423/CGDCRV/A7469/R0/M1 having serial (Rajachitthi) No. 05116/110423/A7469/R0/M1 dated 07-11-2023. ("**Development Permission**").
- (E) That as per the said approved plan the DEVELOPER has commenced development of the said Project Land and started construction of Residential scheme named "**ANAMIKA HIGH POINT**" ("**Project**"). The Said Project consists of 5 number of Blocks in total namely A, B, C, D and E having total 580 number of Residential Units.
- (F) AND WHEREAS the DEVELOPER has registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said "**Act**") and the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 (hereinafter referred to as the said "**Rules**") with the Real Estate Regulatory Authority at Ahmedabad (hereinafter referred to as the said "**Authority**") and the said Authority has issued a Registration Certificate of Project dated ____ bearing reference no. _____. A copy of the said Registration Certificate is annexed herewith at **Annexure - A**.
- (G) The PURCHASERS are desirous of purchasing and acquiring from the DEVELOPER, on what is commonly known as 'ownership basis', a Unit bearing No. ____ totally admeasuring ____sq. mtrs (breakup as shown in the table below), situated on _____ **Floor** of **Block** No. _____ in the said Project "**ANAMIKA HIGH POINT**" together with proportionate undivided impartible right in the said Project Land and appurtenant attached area and hereinafter referred to as the "**said Property**" in this Agreement for Sale and more particularly described in the **SCHEDULE- III** hereunder written. The detail of the

carpet area (as per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASERS) to the said Property is as follows:

Unit No and Type (Residential)	RERA Carpet Area Sq mtr	Balcony Area (in Sq mtrs) (if applicable)	Wash Area Sq mtr	Total Area Sq. mtr	Proportionate Undivided land Sq. mtr

- (H) AND WHEREAS, prior to the execution of this Agreement for Sale, the Developer has given to the PURCHASER copies of all the title documents relating to the said Project Land, Title Certificate, copies of sanctioned plans and development permission issued by the authority, copy of N. A. Use permission, project specifications and such other documents as are specified under the said Act. The PURCHASER have themselves and through their Advocates/Consultants verified all details and documents and the PURCHASERS are fully satisfied about the right, title and interest of the Land OWNER and Development rights of the DEVELOPER with respect to the said Project “ANAMIKA HIGH POINT” and regarding the permissions obtained by the DEVELOPER and in future the PURCHASERS shall not raise any dispute/objection in respect of the same. The PURCHASERS have also verified the documents filed/uploaded by the Developer with the said Authority and are satisfied with the same.
- (I) The DEVELOPER and PURCHASERS have negotiated for the sale of the said Property belonging to the LAND OWNER and developed by DEVELOPER and more particularly described in the Schedule II written hereunder and as a result thereof, the DEVELOPER has agreed to sell and the PURCHASERS have agreed to purchase the said Property on the terms and conditions appearing hereinafter.

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

1. RECITALS PART OF THE AGREEMENT:
- The Parties hereby agree and confirm that all the recitals of this Agreement form and integral part of this Agreement and shall be read accordingly.

2. SALE AND PURCHASE OF PROPERTY AND PAYMENT OF PURCHASE CONSIDERATION:

2.1 The PURCHASERS are desirous of purchasing and acquiring from the Developer, on what is commonly known as ‘ownership basis’, a Unit bearing No. _____ totally admeasuring _____sq. mtrs (breakup as shown in the table below), situated on _____ Floor of Block No. _____ in the said Project "ANAMIKA HIGH POINT" together with proportionate undivided impartible right in the said Project Land and appurtenant attached area and and more particularly described in the Schedule- III hereunder written. The detail of the carpet area (as per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASERS) to the said Property is as follows:

Unit No and Type (Residential)	RERA Carpet Area Sq mtr	Balcony Area (in Sq mtrs) (if applicable)	Wash Area Sq mtr	Total Area Sq. mtr	Proportionate Undivided land Sq. mtr

2.2 In consideration of the DEVELOPER, having agreed to sell and the PURCHASERS having agreed to purchase the said Property and the Attached area to the said Apartment, the PURCHASERS shall pay to the DEVELOPER a sum of Rs. _____/- (Rupees _____ Only) being the purchase consideration (hereinafter “the Purchase Consideration”) which is calculated on the basis of the Carpet Area of the said Property and includes price for the said Attached Area meant for exclusive use of the PURCHASERS and proportionate price of the common areas and facilities of the said Project. The nature, extent and description of the common areas and facilities are more particularly described in the SCHEDULE-IV annexed herewith.

2.3 The PURCHASERS have, on or before the execution of this Agreement, paid to the DEVELOPER, in the following manner, a sum of Rs. _____/- (Rupees _____ only) being the earnest money (hereinafter referred to as “Earnest Money”), the receipt whereof is hereby admitted and acknowledged by the DEVELOPER (subject to realization of cheque(s)) and of and from the same and every part thereof forever acquit, release and discharge the PURCHASERS:

Sr. No.	Amount (in Rupees)	Cheque/D.D. No./RTGS No./NEFT No.	Date	Bank Name and Branch
1.				
2.				
3.				
	Total:			

2.4 The PURCHASERS hereby covenants and represents that they shall pay the balance amount of Purchase Consideration to the DEVELOPER in the following installments, time being the essence of this Agreement:

Sr. No.	Amount	Payable on or before:
1.	Not exceeding 30% of the Total Purchase Consideration	upon execution of this Agreement
2.	Not exceeding 45% of the Total Purchase Consideration	on completion of the Plinth of the building or wing in which the said Apartment is located.
3.	Not exceeding 70% of the Total Purchase Consideration	on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located
4.	Not exceeding 75% of the Total Purchase Consideration	on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
5.	Not exceeding 80% of the Total Purchase Consideration	on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
6.	Not exceeding 85% of the Total Purchase Consideration	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.

7.	Not exceeding 95% of the Total Purchase Consideration	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.
8.	Balance Amount	at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of Building use Permission
9.	Not exceeding 30% of the Total Purchase Consideration	upon execution of this Agreement

NOTE: The abovementioned payment plan is only a sample plan. The same is subject to alteration / variation depending upon the terms of booking as may be agreed between the DEVELOPER and the PURCHASERS.

2.5 It is agreed between the parties that the Purchase Consideration is exclusive of any taxes, levies, cesses, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, and payable in respect of the said Apartment or howsoever arising from the transaction contemplated herein to any Government Authority. Any and all taxes, that is GST or Stamp Duty, registration fees, or any tax, levy or imposts etc. arising from sale or transfer of the said Property to the PURCHASERS or the transaction contemplated herein shall be borne and paid by the PURCHASERS or reimbursed by the PURCHASERS within 7 days of demand raised by way of notice by the DEVELOPER to the PURCHASERS.

2.6 The Purchase Consideration 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 or on account of any additional fixture/facility (other than standard fixtures provided by the DEVELOPER) demanded by the PURCHASERS in the said Property. The DEVELOPER undertakes and agrees

that while raising a demand on the PURCHASERS for increase in development charges, cost, or levies imposed by the competent authorities etc., the DEVELOPER 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 PURCHASERS.

- 2.7 The PURCHASERS shall pay to the DEVELOPER the installments of Purchase Consideration mentioned herein above or any other dues under this Agreement on their respective due dates without demand being made. Provided further that in case the due date is to be reckoned with some event, then Purchase Consideration shall be payable by the PURCHASERS within 7 days upon intimation/Notice by the DEVELOPER of the occurrence of such event and the liability to pay such amount.
- 2.8 The PURCHASERS agree(s) that payment of the amounts by the PURCHASERS to the DEVELOPER under this Agreement are required to be paid on respective due date, the time being essence of contract and any default by the PURCHASERS in this regard shall entitle the DEVELOPER to enforce default remedies as set out hereunder.
- 2.9 The PURCHASERS authorizes the DEVELOPER to adjust/appropriate all payments made by the PURCHASERS under any head(s) and in any order as the DEVELOPER may deem fit and proper against any outstanding dues of the PURCHASERS under this Agreement and the PURCHASERS shall not raise any dispute in this regard.
- 2.10 It is agreed between the parties that default by the PURCHASERS in payment of any charges as per clause 3 / outgoing and taxes shall be default under this Agreement and it entails the DEVELOPER to enforce default remedies as provided herein or seek the remedies under the said Act or under any other laws.
- 2.11 The DEVELOPER shall confirm the final carpet area of the said Property that has been agreed to be purchased by the PURCHASERS after the construction of the Building or Block in which the said Property is located is complete and the Building Use (BU) 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 percent. If the variation in carpet area of Apartment is more than 3% then the Purchase Consideration payable for the carpet area shall be recalculated

upon confirmation by the DEVELOPER. If there is any reduction in the carpet area of more than 3%, then DEVELOPER shall refund the excess money paid by PURCHASERS within forty-five days with annual interest at the rate of 6%, from the date when such an excess amount was paid by the PURCHASERS. If there is any increase in the carpet area of more than 3% of the said Property then the DEVELOPER shall demand additional amount from the PURCHASERS 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 2 of this Agreement.

3. OTHER CHARGES PAYABLE BY THE PURCHASER:

3.1 The DEVELOPER shall form a Society or Association or Company (hereinafter referred to as “**Service Society/Management Body**”) for the effective management and maintenance of the common areas and facilities to be provided in the said Project. The PURCHASERS herein along with other purchaser(S) of Apartments in the Project shall join in forming and registering the Management Body to be known by such name as the DEVELOPER may decide and the PURCHASERS shall, for the purpose of formation of such Management Body, sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Management Body, including the bye-laws of the proposed Management Body and duly fill in, sign and return to the DEVELOPER within seven days of the same being forwarded by the DEVELOPER to the PURCHASERS, so as to enable the DEVELOPER to register the Management Body. The PURCHASERS shall not raise any objection 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. The PURCHASERS further agree that they shall observe and follow the rules and regulations of the Management Body from time to time and shall regularly pay the common expenses and maintenance charges every month as well as any lump sum amount as may be decided by the said management body for operation and maintenance of common facilities and amenities of the said Project.

3.2 In addition to the Purchase Consideration mentioned hereinabove, the PURCHASER shall also be liable to pay the following amount by way of charges or deposits. In addition to the Purchase Consideration mentioned hereinabove, the PURCHASERS shall also be liable to pay the Maintenance deposit and Annual Maintenance charges as may be decided by the DEVELOPER. The

PURCHASERS shall bear any GST or any tax payable on the abovementioned amounts:

- 3.3 Over and above the amounts mentioned in the Agreement to be paid by the PURCHASERS, the PURCHASERS shall on or before delivery of possession of the said Property shall pay to the DEVELOPER or Management Body such proportionate share of the outgoings as may be determined by the DEVELOPER and which are not covered in any other provisions of this Agreement.
- 3.4 The PURCHASERS shall, prior to the execution of Sale Deed, be liable to pay all Other Charges mentioned in clause 3 within 7 days upon intimation/Notice by the DEVELOPER of the liability to pay such amount.

4. **LOAN AGAINST THE SAID PROPERTY**

- 4.1 The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the PURCHASERS in connection with the payments to be made pursuant to this Agreement (the "PURCHASERS's Loan") and any mortgage to be created over the said Property in connection with such PURCHASERS's Loan (which requires the prior written consent of the DEVELOPER), the PURCHASERS shall remain solely and wholly responsible for the timely payment of the Total Consideration and any other amounts payable under this Agreement irrespective of disbursement of loan amount by Financial Institution.
- 4.2 The Parties further agree that the DEVELOPER shall not in any way be liable or responsible for the repayment of the Purchasers' Loan taken by the PURCHASERS. All costs in connection with the procurement of the Purchasers' Loan and creation of a mortgage over the said Property and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the PURCHASERS. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable to the DEVELOPER under this Agreement have not been paid, the DEVELOPER shall have a lien on the said Property to which the PURCHASERS have no objection and hereby waives his/her/its rights to raise any objection in that regard.
- 4.3 The PURCHASERS hereby expressly agrees that so long as the PURCHASERS' Loan and the Total Consideration remain unpaid / outstanding, the PURCHASERS subject to the terms hereof, shall not sell, transfer, let out and / or deal with the said Property in any manner whatsoever without obtaining prior written permission of the DEVELOPER and / or the relevant banks / financial

institutions which have advanced the PURCHASERS' Loan. The PURCHASERS shall not be liable for any of the acts of omission or commission of the PURCHASERS which are contrary to the terms and conditions governing the PURCHASERS' Loan. It shall be the sole responsibility of the PURCHASERS to inform the Management Body/DEVELOPER about the lien / charge of such banks/ financial institutions and the DEVELOPER shall not be liable or responsible for the same in any manner whatsoever.

4.4 The PURCHASERS indemnifies and hereby agrees to keep indemnified the DEVELOPER and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the DEVELOPER and its successors and assigns may suffer or incur by reason of any action that any bank / financial institution may initiate on account of the PURCHASER'S Loan or any part thereof or on account of any breach the PURCHASERS of the terms and conditions governing the PURCHASERS' Loan.

4.5 The PURCHASERS hereby agrees to pay the DEVELOPER each of the installments (the balance consideration) in accordance with the payment schedule specified in Clause 2.4 hereinabove irrespective of receipt of finance from bank, housing finance company or any other institution.

5. **POSSESSION AND CONVEYANCE DEED:**

5.1 The Developer shall complete the Project and obtain Building Use Permission and shall hand over the possession of the said Property on or before 30-06-2030, subject to Force Majeure conditions.

5.2 "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of the DEVELOPER which cannot (a) by the exercise of reasonable diligence or (b) despite the adoption of reasonable prevention and/or alternative measures, be prevented or caused to be prevented and which adversely affects the DEVELOPER's ability to perform its obligations under this Agreement, which shall include but not be limited to:

- (i) Act of God e.g. fire, drought, flood, earthquake, epidemics, pandemics natural disasters; or
- (ii) Explosions or accidents, air crashes, act of terrorism; or
- (iii) Strikes or lock outs, industrial disputes; or
- (iv) Non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, shortage of labour or other intermediaries or due to any reason whatsoever; or

- (v) War and hostilities of war, riots, bandh or civil commotion; or
- (vi) The amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricted DEVELOPER from complying with any or all the terms and conditions as agreed under this Agreement; or
- (vii) Any legislation order or rule or regulation made or issued by the Govt. or any other authority or, if any competent authority (ies) refuses, delays withholds, denies the grant of necessary approvals for the said building / said Project or; if any matters, issues relating to such approvals, permissions, notices, notifications, by the competent authority(ies) become subject matter any suit / writ before a competent court or; for any reason whatsoever; or
- (viii) Any event or circumstances analogous to the foregoing.

5.3 Upon receipt of the Building Use Permission, the DEVELOPER shall send a notice to the PURCHASERS requiring them to make payment of all outstanding amounts payable under this Agreement within 7 days of receipt of notice and upon such payment being made, the DEVELOPER shall handover possession of the said Property to the PURCHASERS simultaneously upon execution and registration of conveyance/sale deed of said Property in favour of the PURCHASERS.

5.4 The PURCHASERS shall take possession of the Property within 15 days of the receipt of written notice from the DEVELOPER to the PURCHASERS intimating that the said Property is ready for use and occupancy. The PURCHASERS shall execute necessary sale/conveyance deed and other documentation as may be drafted by the DEVELOPER's Advocate / Solicitor. In case the PURCHASERS fail to take possession within 15 days of the receipt of written notice from the DEVELOPER to the PURCHASERS intimating that the said Property is ready for use and occupancy, the PURCHASERS shall continue to be liable to pay maintenance charges, municipal taxes, proportionate land revenue, water taxes, electricity charges etc. as applicable.

5.5 It is agreed between the parties that the conveyance deed/sale deed to be executed between the parties shall be as per the draft uploaded by the DEVELOPER on the website of the said Authority. The PURCHASERS have verified the said draft and are satisfied with the same. Additional terms and condition may be incorporated or the present terms and conditions may be modified as may be required as per the provisions of Real Estate (Regulation and

Development) Act, 2016 or any other law for the time being in force or rules framed there under.

6. DELAY INTEREST AND TERMINATION:

- 6.1 If the DEVELOPER fails to abide by the time schedule for completing the Project and handing over the said Property to the PURCHASERS, except in Force Majeure condition, then the DEVELOPER agrees to pay to the PURCHASERS who does not intend to withdraw, with interest @ 6% per annum, on all the amounts paid by the PURCHASERS, for every month of delay, till the date of obtaining the Building Use Permission of the Project.
- 6.2 The PURCHASERS shall have a right to cancel this Agreement for Sale and withdraw from the Project if the DEVELOPER fails to complete the Project within the time limit mentioned hereinabove (except delay due to Force Majeure conditions) and only in such circumstance, the DEVELOPER shall repay all amounts paid by the PURCHASERS along with interest @ 6% per annum calculated from the date of receipt of each installment. Other than this the PURCHASERS shall not have any right to withdraw from or cancel this Agreement for sale.
- 6.3 If the PURCHASERS make any delay in payment of any installment of Purchase Consideration and/or makes delay in payment of any other amounts payable under this Agreement, then notwithstanding or without prejudice to the DEVELOPER's right of termination of this Agreement, the PURCHASERS shall be liable to pay with interest @ 6% per annum on all delayed payments from the date on which the amount became due and payable under this Agreement till the date it is actually paid. The DEVELOPER shall, under such circumstances, be entitled to withhold the delivery of possession of the said Property to the PURCHASERS until entire dues are not paid by the PURCHASERS.
- 6.4 Without prejudice to the DEVELOPER's right to demand interest for delayed payments from the PURCHASERS as stated in clause 5.3, the DEVELOPER shall also be entitled to terminate this Agreement unilaterally if the PURCHASERS commit default in payment of any amount (including payment of any taxes, interest) due and payable by the PURCHASERS to the DEVELOPER under this Agreement and any such amount along with interest remains unpaid for a period of 15 (Fifteen) Days from the date on which such amount (including interest) became due and payable.

Provided that, DEVELOPER shall give notice of fifteen (15) days in writing to the PURCHASERS, by Registered Post AD / Courier at the address provided by the PURCHASERS and/or mail at the e-mail address provided by the PURCHASERS, 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 PURCHASERS fail to rectify the breach or breaches mentioned by the DEVELOPER within the period of notice then at the end of such notice period, DEVELOPER shall be entitled to terminate this Agreement. The DEVELOPER may record the termination / cancellation of this Agreement by preparing a Deed of Termination / Cancellation and execute the same and/or get it registered with the appropriate Sub Registrar and with any other concerned authority under the applicable laws. Such Deed of Termination / Cancellation shall be binding upon the PURCHASERS with the same spirit and intention as if such Memorandum was executed by the PURCHASERS. The cost, charges and expenses incurred relating to the same by the DEVELOPER shall be to the account of the PURCHASERS and the PURCHASERS shall be liable to pay and reimburse the same immediately on demand by the DEVELOPER.

Provided further that upon such termination of this Agreement by the DEVELOPER, the DEVELOPER shall be entitled to deduct as liquidated damages, 10% of the total Purchase Consideration from the amount received from the PURCHASER. If the installments of Purchase Consideration paid till then by PURCHASER are less than 10% of the Purchase Consideration, then PURCHASERS shall be required to pay to DEVELOPER, and DEVELOPER will be entitled to recover the balance amount from the PURCHASERS and PURCHASERS shall pay the same to DEVELOPER within a period of 30 days of termination. Any refund of money due to the PURCHASERS after deductions as per above shall be made by the DEVELOPER within 30 days from such termination.

Provided further that upon such termination of this Agreement by the DEVELOPER, the PURCHASERS shall not be entitled to claim any right title or interest in the said Property and the DEVELOPER shall be entitled to sell or in any other manner transfer or dispose-off the said Property to any third party/(ies) or such person(s) in such manner and at such terms and conditions as may be deemed fit and proper by the DEVELOPER in its absolute discretion without any reference to and/or consent or concurrence of the PURCHASERS.

7. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER or LAND OWNER (as the case may be):
- 7.1 The LAND OWNER and DEVELOPER has clear and marketable title with respect to the Project Land subject to what is stated in the Title Report issued by Solicitor M/s. Jani and Co dated 09-12-2023 and the DEVELOPER has the requisite permissions from local authorities 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.
- 7.2 The LAND OWNER and DEVELOPER assure the PURCHASERS that the LAND OWNER and DEVELOPER have not obtained any loan from any financial institutions and it has not created any charge over the said Project Land till date. The LAND OWNER and DEVELOPER further assures the PURCHASERS that after execution hereof the LAND OWNER and DEVELOPER shall not mortgage or create a charge on the said Property and if 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 PURCHASERS who has taken or agreed to take such Property.
- 7.3 That the DEVELOPER/LAND OWNER hereby informs the PURCHASERS that save and except pending litigation as mentioned in the Title Certificate cum Report dated 09-12-2023, there are no litigations pending before any Court of law with respect to the Project Land or Project.
- 7.4 The DEVELOPER has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Property which will, in any manner, affect the rights of PURCHASERS under this Agreement.
- 7.5 The DEVELOPER has duly paid and shall continue to pay and discharge 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 the time Building Use Permission is not obtained.
- 7.6 No notice from the Government or any other local body for acquisition or requisition has been received or served upon the LAND OWNER and/or DEVELOPER in respect of the Project Land and/or the Project.
- 7.7 The DEVELOPER shall provide the fixtures and fittings with regard to the flooring, sanitary fittings, lifts, etc. as set out in ANNEXURE, annexed hereto. It

is to be noted that the said specifications are subject to change due to reasons beyond the control of the DEVELOPER. Also the specifications as mentioned in the annexure are basic in nature and there may be some changes in the colour, design, pattern, texture etc.

- 7.8 The DEVELOPER hereby declares that the permissible Floor Space Index (FSI) available as on date with respect to the Project Land is 28,447.2 sq.mtrs. only and the DEVELOPER has planned to utilize floor space Index of 1,05,756.57 sq.mtrs by availing TDR or FSI available on payment of premium or FSI available as incentive FSI by implementing various schemes 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 and regulations, which are applicable to the said Project. The Project has disclosed the Floor Space Index of 134203.77 sq.mtrs. proposed to be utilized by him on the Project Land in the said Project and allottee has agreed to purchase the said apartment based on the proposed construction and sale of apartments based on 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.
- 7.9 The DEVELOPER has provided Three (3) basements, hollow plinth, mechanical stack parking and Podium parking spaces in the said Project as per the provisions of the prevalent General Development Control Regulations. It has been agreed between the parties that the DEVELOPER shall allot [i] Two (2) parking spaces to each of the 4BHK Apartment in the said Project and [ii] Three (3) parking spaces to each of the 5BHK Apartment in the said Project. The remaining parking slots available for parking in the said Project ANAMIKA HIGH POINT shall be available to the purchasers of the Apartments /members of the society on chargeable basis and on first cum first basis as per the discretion of the DEVELOPER and the DEVELOPER shall make the most efficient use of the provided parking area so as to maximize the number of parking slots available for parking of cars and two-wheelers and the DEVELOPER may use other open areas or marginal areas for allotment of parking spaces to the occupiers of the said Project. The location (basements, hollow plinth, mechanical stack parking and Podium parking spaces) of parking space being allotted to the PURCHASERS shall be at the discretion of the DEVELOPER and the PURCHASERS shall not raise any dispute in this regard. The DEVELOPER has also provided mechanical stack parking (up or down) space for car parking. It is clarified that in mechanical stack parking, as per standard practice and height restriction, one sedan car and one small SUV car can be parked. allotment of car

parking spaces may be provided either "back to back" (dependent car parking) or "up or down" in case of mechanical parking system, if provided. Some allotted parking slots might be covered while some might be open to sky.

- 7.10 If within a period of five years from date of Possession of the said Property, the PURCHASERS brings to the notice of the DEVELOPER any structural defect in the said Property or the building in which the said Property is located or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the DEVELOPER at its own cost and in case it is not possible to rectify such defects, then the PURCHASERS shall be entitled to receive from the DEVELOPER, compensation equal to cost to cure / rectify such defect. Provided that the DEVELOPER shall not be liable to rectify any defect or for payment of any compensation in the following cases:
- a. If the cause of any such defect is not attributable to the DEVELOPER or are beyond the control of the DEVELOPER; or
 - b. In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
 - c. DEVELOPER 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 or the supplier; or
 - d. In case where guarantees and warranties are provided by the third parties (the supplier/any other party not mentioned herein in this Agreement), the same shall be extended to the PURCHASERS and to honour such warranties and guarantees shall be at the sole discretion of the third party (the supplier/any other party not mentioned herein in this Agreement) providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said Property/building/ wing, and if the annual maintenance contracts or applicable licenses are not done/renewed by the PURCHASERS/Management Body, the DEVELOPER shall not be responsible for any defects occurring due to the same.; or
 - e. If the PURCHASERS have defaulted in any of its representations or warranties as mentioned in clause 7 of this Agreement.
 - f. The Management Body or the individual PURCHASERS shall adhere to maintenance schedule as prescribed by the manufacturer/supplier.
 - g. The PURCHASERS are hereby informed not to use acid for cleaning bath, toilet, wc, kitchen, balcony etc. because usage of acid causes the joints to

open/widen resulting in seepage/leakage. In future if there is any leakage/seepage of water/gutter-line due to usage of acid then the PURCHASERS/Service Society shall be responsible for carrying out such repair work in its Property or in the Property located on upper/lower floor at their own cost and expense.

- h. The PURCHASERS shall not carry out any alterations of any nature in the said Property 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 PURCHASERS 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 DEVELOPER then the defect liability automatically shall become void.
- i. That the PURCHASERS have been made aware and they expressly agrees that the regular wear and tear of the unit/ building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which shall not be deemed to be structural/workmanship defects.
- j. It is expressly agreed that before any liability of defect is claimed by or on behalf of the PURCHASERS, it shall be necessary to appoint an expert who shall be a nominated surveyor mutually appointed by Developer and Purchaser who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.
- k. The DEVELOPER/LAND OWNER shall develop the Project in accordance with the plans approved by the Ahmedabad Municipal Corporation, from time to time. In case of any dispute on the measurement of RERA Carpet Area, the same shall be physically measured after removing all finishes including plaster flooring that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party who raises the dispute in relation to the measurement of RERA Carpet Area.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASERS:

- 8.1 The PURCHASERS shall regularly pay all amounts (including interest) payable under this Agreement.
- 8.2 The PURCHASERS shall use the said Property or any part thereof or permit the same to be used only for residential purpose. The PURCHASER shall use the parking space only for purpose of keeping or parking passenger vehicle.
- 8.3 Within 15 days after notice in writing is given by the DEVELOPER to the PURCHASERS that the said Property is ready for use and occupancy, the PURCHASERS shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Property) of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and the said Project. Until the Management Body is formed, the PURCHASERS shall pay to the DEVELOPER such proportionate share of outgoings as may be determined. The amounts so paid by the PURCHASERS to the DEVELOPER shall not carry any interest and remain with the DEVELOPER until the same is transferred to the Management Body as aforesaid.
- 8.4 The PURCHASERS agree that though they shall become free, independent and absolute owners of the said Property, the said Property shall be used, occupied and transferred by them as per rules and regulations that shall be framed by said Management Body.
- 8.5 The PURCHASERS are aware that the other residential units situated in the Project shall be transferred to other purchasers in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other PURCHASERS. The PURCHASERS are also aware that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein. It is agreed that the PURCHASERS will be entitled to use and enjoy the undivided common facilities only after and upon payment of necessary charges/fees and by becoming member of proposed Management Body.
- 8.6 To maintain the said Property at the PURCHASER's own cost in good and tenantable repair and condition from the date that of possession of the said Property is taken and shall not do or suffer to be done anything in or to the building in which the said Property 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 said Property is situated and the said Property itself or any part thereof without the consent of the local authorities, if required.

- 8.7 Not to store in the said Property 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 said Property 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 said Property is situated, including entrances of the building in which the said Property is situated and in case any damage is caused to the building in which the said Property is situated or the said Property on account of negligence or default of the PURCHASERS in this behalf, the PURCHASERS shall be liable for the consequences of the breach.
- 8.8 The PURCHASERS shall at their own cost carry out all internal repairs to the said Property and maintain the said Property in the same condition, state and order in which it was delivered by the DEVELOPER to the PURCHASER and shall not do or suffer to be done anything in or to the Building/Block in which the said Property is situated or the said Property 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 PURCHASERS committing any act in contravention of the above provision, the PURCHASERS shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 8.9 Not to demolish or cause to be demolished the said Property 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 Property or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Property is situated and shall keep the portion, sewers, drains and pipes in the Property and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Property is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Property without the prior written permission of the DEVELOPER and/or the Management Body.
- 8.10 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the building in which the

Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- 8.11 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project land and the building in which the Apartment is situated.
- 8.12 The PURCHASERS shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the PURCHASERS to the DEVELOPER under this Agreement are fully paid up and without the prior written consent of the DEVELOPER.
- 8.13 The PURCHASERS shall observe and perform all the rules and regulations which the Management Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PURCHASERS shall also observe and perform all the stipulations and conditions laid down by the Management Body regarding the occupancy and use of the said Property in the Building/said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 8.14 The PURCHASERS shall permit the DEVELOPER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or buildings or any part thereof to view and examine the state and condition thereof.
- 8.15 The PURCHASERS are aware that the other units situated in the Project shall be transferred to other purchasers in future, and agreements and Sale deeds/Conveyance Deed will be made in favour of such other purchaser. The PURCHASERS are made aware that the Flat bearing nos.A-3101, A-3102, A-3103 and A-3104 in Block No.A; B-3101, B-3102, B-3103 and B-3104 in Block No. B; C-3101, C-3102, C-3103 and C-3104 in Block No. C; D-3101, D-3102, D-3103 and D-3104 in Block No. D and E-3101, E-3102, E-3103 and E-3104 in Block No. E shall have exclusive terrace rights with respect to terraces located adjoining to their Apartment and the purchaser/occupiers of such Apartment shall be granted exclusive usage and ownership rights in such terraces however they shall not make any RCC construction thereon. The remaining terrace above each block

(except exclusive terrace rights mentioned above), including terrace located above the above referred said Apartment shall be common terrace where no temporary or permanent construction shall be permissible and shall always be kept open. The PURCHASERS are also aware that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein provided such usage and enjoyment of the common facilities by the PURCHASERS shall be lawful and shall not create disturbance to the other occupiers of the Project

- 8.16 The PURCHASERS does not get any right, title or interest in the said Property by virtue of this Agreement for Sale. The titles of the said Property shall be transferred to the PURCHASERS only after payment of full and final consideration amount (including all aforesaid charges) and upon execution of final sale deed in favour of the PURCHASERS. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Property or of the said Project Land and Building/Wing or any part thereof. The PURCHASERS shall have no claim save and except in respect of said Property hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, terraces, common amenities, facilities and areas until the same is transferred as hereinbefore mentioned.
- 8.17 The PURCHASERS confirms that the PURCHASERS have not paid any amount of cash to the DEVELOPER/LAND OWNER pertaining to the purchase of the said Property and the DEVELOPER/LAND OWNER has not demanded or accept any amount or transaction in cash pertaining the sale/purchase of the Property. The Purchaser covenants that the entire transaction is carried out between PURCHASERS and DEVELOPER/LAND OWNER is 100% Cheque/RTGS Payment through Banking channel only.
- 8.18 It has been agreed that the PURCHASERS shall not be entitled for any running or final bill or estimate of land contribution, construction contribution or any other separate detailed particulars or breakup of the Purchase Consideration. However, the DEVELOPER/LAND OWNER, for relevant purposes of title and accounting may fix specific separate amounts for land, FSI for the said Property, construction cost, development charges for the Project etc.
- 8.19 The PURCHASERS hereby grants their irrevocable consent to the DEVELOPER/LAND OWNER to securitize the Purchase Consideration and / or part thereof and the amounts receivable by the DEVELOPER/ LAND OWNER hereunder and to assign to the banks/financial institutions the right to directly receive from the PURCHASERS the Purchase Consideration and/or part thereof and/or the

amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Purchase Consideration agreed to be paid by the PURCHASERS for the Said Property and any payment made by the PURCHASERS to the DEVELOPER/ LAND OWNER and/or any bank or financial institution nominated by the DEVELOPER/ LAND OWNER in writing shall be treated as being towards the fulfilment of the obligations of the PURCHASERS under this Agreement to the extent of such payment.

- 8.20 The PURCHASERS hereby acknowledges that even after the Management Body has been formed with respect to the said Project, the DEVELOPER shall be entitled to sell or in any other manner transfer the un-sold apartment(s) in the said Project to any third party on such terms and conditions as it may deem fit and such PURCHASERS/transferee of un-sold apartments shall be entitled to become member of the Management Body and use all common areas and facilities in the Project at par with other Apartment purchasers/occupiers. The DEVELOPER shall not be liable to pay any maintenance charges/expenses for the un-sold units till the date of sale of such unsold units.
- 8.21 The approved layout/plans shown to the PURCHASERS at the time of signing of this Agreement is subject to change / variation / modification by DEVELOPER. The PURCHASERS accepts that the layout/plans of the said Project shown to him/her at the time of signing of this Agreement can be changed, modified, varied by the DEVELOPER from time to time in absolute discretion of the DEVELOPER for any reasons whatsoever including the reason of market conditions, market demand and / or requirements of Development Control Regulations after obtaining consent as per the provisions of Section 14 of Real Estate (Regulation and Development) Act 2016.
- 8.22 The PURCHASERS agrees not to do or cause to be done by any party known to him/it/her any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project / Project Land or the DEVELOPER/LAND OWNER or its representatives. In the event the PURCHASERS does or any such act, deed or thing then the DEVELOPER/LAND OWNER shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination by registered AD / speed post.
- 8.23 The PURCHASERS hereby covenants that it shall not raise any objections against inclusions/exclusions of any type of legally permissible construction/ development being made in the "ANAMIKA HIGH POINT" Project. The

PURCHASERS hereby covenant that the DEVELOPER shall be entitled to develop the said "ANAMIKA HIGH POINT" Project without any hindrance, objection or requisition from the PURCHASERS notwithstanding any perceived or actual nuisance or inconvenience that may be caused owing to the construction work. Further, the PURCHASERS covenants with the DEVELOPER that the DEVELOPER shall be entitled to undertake construction and develop the "ANAMIKA HIGH POINT" Project in the manner it desires and the PURCHASERS shall extend all the co-operation to the DEVELOPER for the same.

- 8.24 The PURCHASERS represent that they have read and understood and are completely satisfied with the specifications, plans, lay out, brochures, approvals, title of the said Project Land, the said Property, Purchase Consideration and the manner in which the DEVELOPER proposes to develop the said Property.
- 8.25 The PURCHASERS will have to bear any Betterment charges or AMC/AUDA/Government related charges/levies and deposits / charges for drainage or water or gas /utility connections and any town planning related charges that may come up in the future from time to time before or after the Sale Deed.
- 8.26 The PURCHASERS have also been given the Brochure of the Project which also describes the Project. However, the said Brochure is only for illustrative purposes and is not to be construed as a binding legal document. The images shown in the brochure are computer stimulated representations and are subject to error and omissions. The furniture and fixtures shown in the brochure are only for illustrative purpose and do not form a part of the standard product. The VENDOR reserves the right to make changes/alterations in the actual construction at site or in specifications or amenities of the Project as shown in the Brochure and as may be suggested by the Architect or Engineer of the Project.
- 8.27 The PURCHASERS will bear and pay all present and future, applicable charges, property / municipal taxes, cess, betterment charges, etc. payable to the Central Government, State Government, AMC/AUDA and/or local authorities after the date of Building Use permission in respect of the said Property.
- 8.28 If the PURCHASERS shall desire to obtain housing loan from any financial institution / bank (the "Institution") to be disbursed as per progress of the work or otherwise, and payable by the Institution directly to the DEVELOPER, the PURCHASERS hereby give consent / permission for the same. The DEVELOPER will be entitled to claim and receive such payment directly from the Institution and the PURCHASERS hereby give irrevocable consent for the

same to DEVELOPER and Institution. Such disbursements made by the Institution to the DEVELOPER shall be debited by Institution to housing loan account of PURCHASERS and to be received by DEVELOPER towards the Purchase Consideration and other amounts to be received under this Agreement.

9. BINDING EFFECT

Forwarding this Agreement to the PURCHASERS by the DEVELOPER does not create a binding obligation on the part of the DEVELOPER or the PURCHASERS until, firstly, the PURCHASERS signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of receipt by the PURCHASERS and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the DEVELOPER. If the PURCHASERS fail to execute and deliver to the DEVELOPER this Agreement within 15 (fifteen) days from the date of its receipt by the PURCHASERS and/or appear before the Sub-Registrar for its registration as and when intimated by the DEVELOPER, then the DEVELOPER shall serve a notice to the PURCHASERS for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER, application of the PURCHASERS shall be treated as cancelled and all sums deposited by the PURCHASERS in connection therewith including the booking amount shall be returned to the PURCHASERS without any interest after deducting an amount of 5% of the said Property or Rs. 10,00,000/- whichever is less as administrative charges.

10. ENTIRE AGREEMENT

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

11. RIGHT TO AMEND

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

12. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 12.1 The PURCHASERS, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act, 1934 ("RBI Act")

and the rules and regulations made there under or any statutory amendment(s), modifications(s) made thereof and all other Applicable Laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. The PURCHASERS understands and agrees that in the event failure on his/her/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/it may be liable for any action or penalty under the FEMA or other laws as applicable, as amended for time to time.

- 12.2 The DEVELOPER/LAND OWNER accepts no responsibility in regard to matters specified in clause 11.1 above. The PURCHASERS shall keep the DEVELOPER/LAND OWNER fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the PURCHASERS subsequent to the signing of this Agreement, it shall be the sole responsibility of the PURCHASERS to intimate the same in writing to the DEVELOPER/LAND OWNER immediately and comply with necessary formalities if any under the Applicable Laws. The DEVELOPER/LAND OWNER shall not be responsible towards any third party making payment / remittances on behalf of any PURCHASERS and such third party shall not have any right in the application / allotment of the said Property applied for herein in any way and the DEVELOPER/LAND OWNER shall be issuing the payment receipts in favour of the PURCHASERS only.
- 12.3 The PURCHASERS is in compliance, in all material respects, with Applicable Laws relating to the prevention of money laundering and has conducted themselves in accordance with such Applicable Laws and the PURCHASERS declares that all the amounts paid/ payable in connection with the purchase of said Property is/ shall be through legitimate source and does not and shall not constitute an offence of Money Laundering under the Prevention of Money Laundering Act, 2002.
- 12.4 The PURCHASERS further promises to keep harmless and indemnified the DEVELOPER/LAND OWNER of, from and against all suits, claims, proceedings, investigations, whatsoever, made, executed, occasioned or suffered by the DEVELOPER/LAND OWNER or any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the DEVELOPER/LAND OWNER, with all loses, cost, expenses including but not limited to cost of litigation due to any offence of Money Laundering committed by the PURCHASERS, under The Prevention of Money Laundering Act, 2002 or any other applicable law.

13. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASERS/
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 Apartment/Shop, in case of a transfer, as the said obligations go along with the Apartment/Shop for all intents and purposes.

14. SEVERABILITY

The Model form of Agreement for Sale proposed by the Government of Gujarat under the Rules framed by it under the said Act has been modified to incorporate the agreement and terms agreed upon between the DEVELOPER and PURCHASERS, being this Agreement. The parties hereto accept the same. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

15. NOTICES

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

Name of PURCHASER: _____

PURCHASER's Address: _____

Notified Email ID: _____

DEVELOPER name: _____

DEVELOPER Address: _____

Notified Email ID: _____

It shall be the duty of the PURCHASERS and the DEVELOPER 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 DEVELOPER or the PURCHASERS, as the case may be.

16. JOINT PURCHASERS

That in case there are Joint PURCHASER all communications shall be sent by the DEVELOPER 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.

17. 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

18. DISPUTE RESOLUTION

If any dispute arises in relation to or in connection with this Agreement including in respect of the validity, interpretation, implementation or alleged material breach of this Agreement by one party hereto shall be resolved as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

19. STAMP DUTY AND REGISTRATION FEES:

The expenses for Stamp Duty, Additional Stamp Duty, Registration Fees, other applicable government taxes, Miscellaneous expenses, etc in respect of this Agreement for Sale and deed of Conveyance shall be borne by the PURCHASERS alone. Further if the said agreement is required to be cancelled in any manner then all the expenses for the same shall also be borne by the PURCHASERS only.

SCHEDULE - I
(Description of Project Land)

All that piece or parcel of Non Agricultural land admeasuring about 23,706 sq.mtrs bearing Private Sub Plot No 2B forming part of Sub Plot No 2 paiki of Final Plot No (36,163,192,239) 49, 53,177/2/1 (paiki) [Given in lieu of land of Survey No. 14, 67/1, 168 paiki, 18/2, 18/4, 18/5, 20/1 and 72/2 paiki] forming part of Preliminary Town Planning Scheme No 50 (Bodakdev) situate lying and being at Moje Bodakdev, Taluka Ghatlodia, in the Registration District of Ahmedabad and Sub-District of Ahmedabad-3 (Memnagar).

The said Project Land is bounded as under:

On or towards

North :
South :
East :
West :

SCHEDULE-II

(Description of said Property to be Sold)

All that Property being Unit bearing No. _____ totally admeasuring _____sq. mtrs (breakup as shown in the table below), situated on _____ Floor of Block No. _____ in the said Project "ANAMIKA HIGH POINT" together with proportionate undivided impartible right in the said Project Land being Non Agricultural land admeasuring about 23,706 sq.mtrs bearing Private Sub Plot No 2B forming part of Sub Plot No 2 paiki of Final Plot No (36,163,192,239) 49, 53,177/2/1 (paiki) [Given in lieu of land of Survey No. 14, 67/1, 168 paiki, 18/2, 18/4, 18/5, 20/1 and 72/2 paiki] forming part of Preliminary Town Planning Scheme No 50 (Bodakdev) situate lying and being at Moje Bodakdev, Taluka Ghatlodia, in the Registration District of Ahmedabad and Sub-District of Ahmedabad-3 (Memnagar). The detail of the carpet area of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASERS) to the said Property is as follows:

Unit No and Type (Residential)	RERA Carpet Area Sq mtr	Balcony Area (in Sq mtrs) (if applicable)	Wash Area Sq mtr	Total Area Sq. mtr	Proportionate Undivided land Sq. mtr

The said Property is bounded as under:

On or towards

North :
South :
East :
West :

SCHEDULE - IV

(Description of Common Areas and Facilities)

1. Grand Entrance Foyer
- 2 Banquet Area / Garden Lawn

- 3 Gym
- 4 Swimming Pool
- 5 Mini Theater
- 6. Tennis Court
- 7. BOX Cricket
- 8. Indoor Sport

ANNEXURE A

PLAN OF PROJECT LAND

ANNEXURE B

DEVELOPMENT PERMISSION

ANNEXURE C

DETAILS OF SPECIFICATIONS

SPECIFICATIONS:	
Structure	Earthquake resistant RCC Frame structure
Flooring	Designer tiles – Living, Drawing & Dining
	Verandah/Balcony: Antiskid tile/granite
	Staircase: Stone
	Lobby/Foyer: Granite or designer tiles
	Master bedroom: wooden laminated flooring in 2 master bedrooms
	Entrance Foyer: Designer tiles / granite
Bathrooms	Combination of vitrified tiles as floor & dado
	Granite basin counters and wash basins
	Branded CP fittings.
	Electric geyser points in all bathrooms
	Servant room bathroom: Vitrified tiles
Kitchen & Wash Area	Kitchen platform with granite top and dado of vitrified tiles
	Kota in Wash Area
	Kota shelf in store room
Doors &	Sill in windows

Windows	
	All doors of flush door with both side veneers with standard lock
	Main entrance door - 40mm thick flush door with veneer / molded skin on both sides
	Good quality aluminum/UPVC sliding windows
Security	24/7 CCTV surveillance and manned security
	Access control in elevators lobby
	Fire sprinklers in each apartment and fire hydrants on each floor.
Electrical	Electrical - Branded Modular switches, fiber optic cable provision.
	3 phase concealed ISI copper wiring with adequate number of points in all rooms
	Common Area Address System
	Wash Area: Provision for washing machine with electric and plumbing point, Washing machine inlet/outlet
Other	Garbage chute provision in each floor
	Rain water harvesting
	High speed elevators
	Elegant signage
	Electric charging point in common basement area
Wall Finish	Internal - Smooth finish mala plaster with putty finish
	External - Smooth finish plaster with texture/apex paint
	Texture with acrylic paint for balcony / deck

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands hereunder on this **th day of** , **2023** at **Ahmedabad.**

FIRST PARTY/LAND OWNER

NIYOGI ENTERPRISE PRIVATE LIMITED through its power of attorney holder CONSTERA REALTY PRIVATE LIMITED a Private Limited, through its Authorized Signatory, **Mr.Nilesh B Prajapati**

THIRD PARTY/DEVELOPER

CONSTERA REALTY PRIVATE LIMITED a Private Limited, through its Authorized Signatory, **Mr. Nilesh B Prajapati**

WITNESSES:-

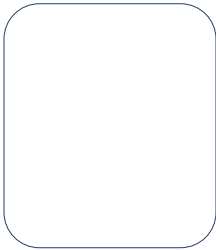
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[2]_____

SCHEDULE OF REGISTRATION ACT SECTION - 32 A

FIRST PARTY-

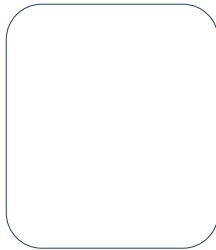
THE LAND OWNER



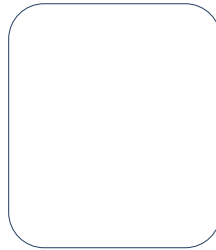
NIYOGI ENTERPRISE PRIVATE LIMITED through its power of attorney holder **CONSTERA REALTY PRIVATE LIMITED** a Private Limited, through its Authorized Signatory, **Mr. Nilesh B Prajapati**

SECOND PARTY-

THE PURCHASERS



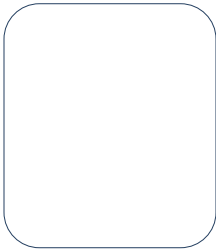
[1] «PUR_1»



[2] «PUR_2»

THIRD PARTY-

THE DEVELOPER



CONSTERA REALTY PRIVATE LIMITED a Private Limited, through its Authorized Signatory, **Mr. Nilesh B Prajapati**