

**AGREEMENT FOR SALE
WITHOUT POSSESSION**

PROJECT NAME	AARYAN ANMOL
UNIT NO	
FIRST PARTY – THE PROMOTER	AARYAN PROJECTS
SECOND PARTY – THE ALLOTTEE	

DRAFT WITHOUT PREJUDICE

**THIS ARTICLES OF AGREEMENT MADE AT AHMEDABAD on
this ____ day of _____, Two Thousand _____.**

BETWEEN

**MINESH R. PATEL Proprietor of AARYAN PROJECTS, [PAN:
AAMPP 4938 J] Aged-50 years, Adult, Occupation- Business, having office
at: AARYAN ANMOL, B/S AKSHAR ELYSIUM, NR. DIVYJYOT SCHOOL, SHILAJ,
AHMEDABAD-380059, hereinafter referred to as “Party of the First Part”
or “The Promoter” or "The Developer" (which expression shall unless
repugnant to the context and meaning thereof mean and include its present
and future partners, representatives, executors, administrators and
permitted assignees, including those of the respective partners.) of the
FIRST PART;
And**

[If Purchaser is an Individual]

**Mr./Mrs. _____ (PAN: _____) aged about __ years, adult, _____ by
religion, son/daughter of _____, residing at _____,**

(hereinafter called the “**The Party of the Second Part**” Or “**The Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees), of the **SECOND PART**;

[If Purchaser is an HUF]

Mr./Mrs. _____ (PAN: _____) aged about __ years, adult, Hindu by religion, son/daughter of _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF (PAN: _____) having its place of business / residence at _____, hereinafter referred to as the “**The Party of the Second Part**” Or “**The Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include the coparceners of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees), of the **SECOND PART**;

[If Purchase is a Company]

_____ Pvt. Ltd., (PAN: _____ / CIN : _____), a company duly incorporated under the provisions of the Companies Act, [1956 / 2013, as the case may having its registered office at _____ represented by its authorized signatory. _____ (Aadhar No: _____) duly authorized *vide* board resolution dated _____ hereinafter referred to as “**The Party of the Second Part**” or “**The Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees), of the **SECOND PART**;

[If Purchaser is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act 1932, having its principal place of business at _____ (PAN: _____) represented by its authorized partner _____ (Aadhar No: _____) authorized *vide* hereinafter referred to as “**The Party of the Second Part**” or “**The Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners), of the **SECOND PART**;

In this agreement reference to “a person” includes (as the contract requires) an Individual, a Proprietorship, a Partnership Firm, a Company, a Body of Corporate, a Co-Operative Society, an Entity authority or any body, an Association or Organization of individuals or persons whether incorporated or not.

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

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

WHEREAS the First Party is the owner and occupier of Non-Agricultural land for admeasuring 1305 sq.mts. of Block No 837/B, Final Plot No 115/2 of TP Scheme No 405(SHILAJ) Mouje Shilaj, Taluka Ghatlodiya District Ahmedabad and Sub-District Ahmedabad-9 (Bopal) [hereinafter referred to as "the said land" or "Project land"].

The District Collector, Ahmedabad granted N.A. Permission for Residential use to the land admeasuring 2140 sq. mts. of Final Plot No. 115/2 And Block No 837/B Town Planning Scheme No. 405(SHILAJ). by his Order No CB/CTS-2/NA/SHILAJ/SUR.NO./BLOCK NO.837/A,837/B/S.R-2010/16 dated 17/02/2018.

The Ahmedabad Municipal Corporation granted Commencement Letter for the construction of Residential Units by Rajachitthi No. **06057/010222/A5646/R0/M1** dated **29/03/2022**.

Thus, the First Party is sufficiently entitled to construct Residential and Building on the Project Land.

AND WHEREAS the First Party is desirous of developing a Multipurpose Use project under the name of **"AARYAN ANMOL"** [hereinafter referred to as "the Project"]

AND WHEREAS "AARYAN ANMOL" Project will have the facilities which the Allottee has seen and approved. The Allottee has also agreed with Promoter, that Promoter may make such minor changes, additions, omissions, modifications or alterations in the scheme as may be required to be done by the Government or any other concerned authorities which Promoter may consider desirable for the improvement of scheme and this shall operate as an irrevocable consent of the Allottee for making such changes, additions, omissions, modifications or alterations. However, any major changes/deviations in the scheme shall be carried out with consent of 2/3rd of the Allottees. In any case the members shall be kept informed/updated about the changes in the Project. The Proposed Layout of

the Project is illustrated in Schedule C and the list of common amenities/facilities is provided in Schedule E.

AND WHEREAS on demand from the Allottee, the Promoter has supplied all the information and explanations and given inspection / access to the Allottee of all the documents of title relating to the Project Land, approved plans prepared by Architect, documents forming part of the application for registration made under the RERA Act 2016, particulars of Unit and the Project including but not limited to design, type, specifications, carpet area, open space, share in the undivided Project Land, rights and obligations of easement, elevation, common area, etc and the Allottee has thoroughly inspected at its own as well as through proper person / advisor / consultant and thoroughly as well as unconditionally satisfied in respect of the same ; **AND WHEREAS** the Allottee has himself or through competent representative visited and inspected the Project and unconditionally satisfied and assured himself with regards to sufficiency, appropriateness and progress of the construction and its quality, fitness and suitability.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s of the Project and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building of “the Project”.

AND WHEREAS the Promoter is entitled and enjoined upon to put up the Project on the Project Land. The Promoter is in possession of the Project Land. The Project Land is more particularly described under Schedule A. The Promoter has commenced the development of the said Project and as per the sanctioned plans the Project consists of Thirteen Blocks having and the details of Units on each Block is as per the table below:

BLOCK NO.	NO OF UNITS IN BLOCK	
	COMMERCIAL UNITS	RESIDENTIAL UNITS
AARYAN ANMOL	0	42

AND WHEREAS the Allottee has desired to purchase a Unit bearing number _____ situated on ____ Floor as per details below, more

particularly described in the Schedule B attached to this Agreement. (Hereinafter referred to as the said “Property” or “Unit”).

The Promoter has registered this project under the provisions of the Real Estate [Regulation and Development] Act, 2016 at Registration No._____ on dated. _____ with the Real Estate Regulatory Authority, Gujarat State [Gandhinagar]. Authenticated Copy is attached as “Annexure B” RERA 2016 is referred hereinafter in this indenture as the said “Act”.

AND WHEREAS the Allottee has applied to the Promoter for allotment of the said Property in the Project “**AARYAN ANMOL**”, being Unit No. _____ situated on _____ Floor of the said Project having a Carpet area of _____ square feet equals to _____ square meters, along with balcony having _____ square feet equals to _____ square meters, wash area of _____ square feet equals to _____ square meters, open terrace area of _____ square feet equals to _____ square meters along with proportionate usage rights in common areas of the said project namely passage, foyer, stairs, lifts, etc. and undivided proportionate area of Project Land admeasuring _____ square feet equals to _____ square meters. The detail of the carpet area (As per the said RERA Act) and other appurtenant areas of the said Property meant for exclusive use of the Allottee are as follows:

Unit No.	Carpet Area Sq. Meters	Balcony Area Sq. Meters	Wash Area Sq. Meters	Open Terrace Area Sq. Meters

The above areas have been calculated on the basis of unfinished wall surfaces. The Allottee has checked the calculation of the areas and is satisfied with the same and has no disputes in this regard. _____ car parking space has also been assigned to the Allottee.

Pursuant to the provisions contained under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Unit with the Allottee, being in fact these presents and also to register this Agreement with the concerned sub-registrar of assurances under the provisions of the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit.

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

1. The Promoter shall construct the said Property on the Project Land in accordance with the plans, designs and specifications approved as aforesaid by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Property of the Allottee except any alteration or addition required by any Government authorities, sanctioning authority or any public authority or due to change in law, rules, regulations, etc. and it is recommended by the Project Architect or Engineer.
2. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 2349.00 square meters only and Promoter has planned to utilize Floor Space Index of 3763.39 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 3763.39 square meters as 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 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.
3. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs._____/ - (Rupees _____ Only) being part payment of the sale consideration of the said Unit agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the Sale Consideration in the manner appearing in Annexure "A".
4. The total consideration amount for the said Unit mentioned herein above is thus Rs._____/ - (Rupees _____ Only) (the "Sale

Consideration”). Along with proportionate right in common areas of the said Building namely passage, foyer, terrace, stairs, lifts etc. as per proposed layout of the Said Unit in Schedule C, free from all encumbrances, lien, charges or claim whatsoever. The payment plan for the Unit is described in Annexure A.

5. The “Sale Consideration” above excludes taxes (consisting of tax paid or payable by Promoter by way of Value Added Tax, Service Tax, and Cess or Goods and Service Tax ("GST") applicable at the rate of 1% as per the current prevailing rate for the transaction of transfer and sale of the Unit to the Allottee(s) or, any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Unit, which shall be payable by the Promoter upto the prevailing rate of 1% with an understanding with the Prospective Allottee that any change by increase in the prevailing rate shall be borne by the Allottee.
6. The Allottee shall deduct TDS at 1% (One percent only) if applicable or, any other applicable rate from each and every payment being made to the Promoter towards the sale consideration including the basic price and other charges. Further, the Allottee assumes the responsibility of depositing the said TDS so deducted by the Allottee to the government entities as per Section 194-IA of the Income Tax Act, 1961 and agrees that in order to facilitate the Promoter in managing its taxes, the Allottee shall share the relevant proof / copy of challan of such TDS / other proof of paid applicable taxes on the consideration amount, with the Promoter as soon as the same are received at the Allottee’s end which is applicable only when the consideration value is more than Rupees Fifty Lakh Only.
7. The Promoter may allow, in its sole discretion, a rebate for early payments by the Allottee. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
8. For the purpose of facilitating the payment of the consideration the Allottee shall be entitled to apply for and obtain financial assistance from Banks/Financial Institutions. In no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which the Allottee may obtain from such Bank/Financial Institutions.

9. The “Sale 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. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said reason/ notification / order /rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee.
10. The Promoter will form Association of Allottees envisaged under the said Act, which shall be in the form of Co-operative Service Society/ Maintenance Body for the common object and purposes of the Project, and to run, operate, maintain, manage, deal with and attend to common amenities and facilities of Project. The Allottee shall join in such Co-operative Service Society/Maintenance Body as and when it is formed by purchasing necessary shares and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for becoming a member of the Co-operative Service Society/Maintenance Body and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee. All the rules, regulations and decisions of such Co-operative Service Society/Maintenance Body will be binding to the Allottee and Allottee shall honor, observe, perform, do and act in accordance therewith. The Allottee shall regularly pay the common expenses and maintenance charges every month as well as any lump sum amount or deposit as may be decided by the Co-operative Service Society/Maintenance Body for operation and maintenance of common facilities and amenities of the Project.
11. Also, in addition to the “Sale Consideration” mentioned hereinabove, the Allottee shall also be liable to pay Lump Sum Maintenance Deposit of **Rs.50,000/- (Rupees Fifty Thousand Only)** and Monthly Recurring Maintenance Charges as decided between the parties. The Maintenance Deposit shall be transferred after deducting bona-fide expenses if any to the said Society without interest at the end of the promoter-controlled maintenance period.
12. The abovementioned Maintenance deposit shall be transferred by the Promoter in the name of applicable Co-operative Service

Society/Maintenance Body as and when they are formed and functional. The Promoter shall not pay any interest on the aforesaid amounts. The Recurring Maintenance charges collected for the Project will be utilized by the Promoter/ Co-operative Service Society/ Maintenance Body for the maintenance of common amenities and up-keep of common areas and facilities of the Project. Surplus if any will be transferred to applicable Co-operative Service Society without any interest, as and when formed and functional. The deficit if any shall be made good by the Allottee as may be demanded by the Promoter.

13. The Allottee shall pay to the Promoter a proportionate sum of Rs...../- (Rupees _____ Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Co-operative Service Society/Maintenance Body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance. At the time of registration of Deed of Conveyance, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable.
14. It is agreed by the Allottee that the construction has been computed on the basis of Carpet Area of the Said Unit being ascertained and consideration is accordingly arrived at. The Allottee agrees that the calculation of Carpet Area in respect of the said Unit is based upon the calculations at this stage and may undergo minor variation at the time of final completion of Construction of the said Unit i.e. when the occupancy certificate has been granted by the competent authority. The Promoter agrees that the variation in the Carpet Area contemplated herein shall not be more than 3% of the Carpet area of the said Unit. The Allottee hereby agrees that any such change/revision in the Carpet Area of the said Unit is acceptable and binding upon him/ her/ them. Further, if the case be needed, the total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter and in furtherance thereto, if there is any reduction in the Carpet Area within the defined limit, then the Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of MCLR + 2% from the date when such an excess amount was paid by Allottee, and correspondingly, if there is any increase in the Carpet Area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Schedule attached as “Annexure A” to this Agreement. All these monetary adjustments

shall be made at the same rate per square meter as agreed in of this Agreement.

15. The Allottee hereby confirms and declares that the Promoter have the right to adjust/ appropriate all payments made by him/ her/ them/ it under any head(s) of dues against any lawful outstanding amounts, if any, in his/her/ their/ its name as the Promoter may in its sole discretion deem fit and the Allottee undertake not to object/ demand/ direct the Promoters to adjust his payments in any manner.
16. The Allottee has perused, understood, approved and the agreements, documents, papers and writings relating to the said Project Land. He/she/it/they has/have also made himself/herself/itself/themselves aware about the documents to be executed and the permissions to be obtained, the work thereof in progress. The Allottee has also been given the plans and specifications of the Unit, the plans and specifications for construction of infrastructures and other particulars of the Project.
17. The Promoter has agreed to make available the said Unit to the Allottee with clear and marketable title. The title is verified by Advocate as per available revenue and registration record and on photo copies of documents produced before Advocate with note. The Allottee has also verified the titles of the said Unit and the Project through his/her/their Legal Advisors and after satisfying himself/herself/themselves have decided to purchase the said Unit. In future the Allottee is not entitled to raise any objection or queries regarding the titles of the said Unit and Project.
18. The Promoter shall give possession of the said Unit to the Allottee on or before **31-12-2026** this shall be known as to Estimated Completion Date.

TERMINATION OF THE AGREEMENT

19. Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Unit to the Allottee and the occupancy rights of the Common Area to the Association of Allottees after receiving the Completion Certificate or Building Use permission, as the case may be. Similarly, the Allottee shall also make timely payments of the installments and other dues payable by it and meeting the other obligations under the Agreement and any default by the Allottee in

this regard shall entitle the Promoter to enforce default remedies set out in this Agreement.

20. Save as otherwise provided in this Agreement, if the Promoter fails to hand over the Unit to the Allottee, on or before the Estimated Completion Date, defined hereinafter in this Agreement, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project and does not terminate this Agreement, interest at the rate of MCLR+2% per annum, on all the amounts paid by the Allottee, for every month of delay from the Estimated Completion Date, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of MCLR+2% per annum, on all the delayed payments which become due and payable by the Allottee to the Promoter under the terms of this Agreement including but not limited to the amount became due as per Payment Plan, maintenance charges, taxes, interest etc., from the date the said amount is payable by the Allottee to the Promoter till the actual date of payment.
21. Without prejudice to the right of Promoter to charge interest in terms of this Agreement, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter and on the Allottee committing three defaults of payment of dues as per this Agreement, whether consecutive or not, the Promoter shall at his own option and sole discretion, may terminate this Agreement.
22. Provided that, Promoter shall give notice of fifteen (15) days in writing to the Allottee, by Registered Post AD at the address of the Allottee and / or mail at the e-mail address provided in this Agreement, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement and cancel the Allotment.
23. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee, subject to adjustment and recovery of liquidated damages mutually agreed, fixed compensation, taxes and duties including Service Tax / Goods and Services Tax paid by the Promoter, or any other amount which

may be payable to Promoter, within a period of 30(Thirty) days of the termination or as mutually agreed between the parties, the installments of sale consideration of the Unit which may till then have been actually paid by the Allottee to the Promoter but not the amount of interest if any collected by the Promoter earlier.

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

PROCEDURE FOR TAKING POSSESSION

25. Notwithstanding anything contained herein, the completion of sale and the possession shall take place only upon: -
- (a) completion of construction of the said Building of the Project and/or the said Unit is ready for occupation; and
 - (b) receipt of the Completion Certificate/Occupation Certificate/Part Occupation Certificate/ Building Use Permission/ Part Building Use Permission as required to be obtained under prevailing law has been provided by competent authority; and
 - (c) receipt of the consideration from the Allottee as set out in the Payment Schedule; and
 - (d) receipt of all amounts required to be paid by the Allottee for any additional amenities for the Said Unit; and
 - (e) Execution and registration of the Sale Deed by affixing necessary stamp duty and payment of registration fee, legal charges and other incidental charges by the Allottee.

The ownership rights to the said Unit shall vest in the Allottee only after all the conditions for the completion of sale as set out in clause are satisfied. The possession of the said Unit shall be handed over to the Allottee on acquiring the ownership rights to the said Unit.

26. Subject to the provisions of this Agreement and notwithstanding anything contained anywhere else, the Promoter shall, upon receipt of the Occupancy Certificate or Completion Certificate or Building Use permission as the case may be offer to the Allottee in writing or

by email, the possession of the Unit within 7 days. The Allottee shall take possession of the Unit within 15 days of the written notice or email from the Promoter to the Allottee intimating that the said Unit is ready for use and occupancy. In any event within a period of 3 (Three) months from the date of Occupancy Certificate, the Promoter shall be under an obligation to execute a Deed of Conveyance in the favor of the Allottee and give possession. If the Allottee does not take possession or execute sale deed within the provided timeline then in such cases, the promoter shall not be held liable.

27. In case of failure of the Promoter to offer possession of the Unit to the Allottee on or before completion date except for reasons beyond his control, the Promoter shall be liable, but subject to the other provisions of this Agreement, to refund to the Allottee the amounts already received by him in respect of the Unit with interest MCLR+2% at the same rate as mentioned in this Agreement from the date the Promoter received the sum till the date the amounts and interest thereon is paid.
28. For the purpose of this Agreement, the Estimated Completion Date shall be as provided or such other date as may be extended by the Promoter from time to time in the event the Estimated Completion Date is required to be extended on account of reasons beyond his control and such extended date shall be regarded as the Estimated Completion Date for all the purposes.
29. For sake of clarification, it is provided that following reasons shall be treated as reasons beyond the control of the Promoter and accordingly the Promoter shall be entitled to extend the Estimated Completion Date, notwithstanding anything contained anywhere:
 - a) any notice, order, rule, notification of the Government and/or other public or competent authority/court;
 - b) occurrence of force majeure i.e. war or flood, drought, fire, cyclone, earthquake, or any other natural calamity or act of God;
 - c) inordinate delay in receipt of any permission, license, approvals, sanction, clearances etc of whatsoever nature from Government, local authority, Governmental authority or other public sector undertakings, whether required at the time of construction or after construction;
 - d) inordinate delay in obtaining primary facilities such as electricity connection, water connection, drainage connection etc. provided

that the delay is not caused on account of negligence on part of the Promoter;

- e) change in Government policy, public policy, rules and regulations which may adversely affect the Project or its constructions in any manner;
- f) restrictions, prohibitions or any other directions by whatever name called, given or imposed by any regulatory authority including but not limited to Registrar of Co-Operative Societies, Registrar of Companies, Courts or Tribunals.

FAILURE TO TAKE POSSESSION

30. The Promoter shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Project. The Allottee shall take possession of the said Unit within 15 (fifteen) days from the date Promoters offering possession of the said Unit, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Unit to the Allottee. Upon receiving possession of the said Unit or expiry of the said 15 days from offering of the possession (“Possession Date”), the Allottee shall be deemed to have accepted the said Unit, in consonance with this Agreement, and shall thereafter, not make any claim, against the Promoters, with respect to any item of work alleged not to have been carried out or completed. The Allottee expressly understands that from such date, the risk and ownership to the said Unit shall pass and be deemed to have passed to the Allottee.

FORMATION OF ASSOCIATION OF ALLOTTEES

31. The Allottee along with other Allottees of the Project shall join in forming and registering the society or association or a limited company, as the case may be (the “Maintenance Body”) to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Maintenance Body and for becoming a member, including the bye-laws or memorandum and articles of association of the proposed Maintenance Body and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Maintenance Body of Allottee. No objection shall be taken by the

Allottee if any, changes or modifications are made in the draft bye-laws, or the memorandum and/or articles of association, as may be required by the registrar of co-operative societies or the registrar of companies, as the case may be, or any other competent authority.

32. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area and exclusive area (if any) of the Unit) of outgoings in respect of the Project Land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Maintenance Body is formed and the common areas and facilities and its management are transferred / handed over to the Maintenance Body or the undivided proportionate right, title and interests in the common areas and facilities along with the Unit transferred to the Allottee, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional proportionate contribution as may be intimated by the Promoter towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until Conveyance.

REPRESENTATION AND WARRANTIES OF THE PROMOTER

33. The Promoters hereby represent and warrant to the Allottee as follows:
- (a) Shall construct the said Building in accordance with the Layout, plans, designs, specifications approved by the concerned local authority and which have been provided to the Allottee, with such variations and modifications.
 - (b) The Promoter has a clear and marketable title with respect to the Project Land; as declared in the title report and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project.

- (c) 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.
- (d) There are no litigations pending before any Court of law or any other forum with respect to the Project Land or Project except those disclosed in the Title Report and Encumbrance Certificate provided by lawyer Hetal S Shah having Reg.no G/847/2008.
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said Building/wing shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building/wing and common areas.
- (f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- (g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the Project except those disclosed in the Title Report and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement.
- (h) The Promoter confirms that he is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement.
- (i) At the time of execution of the Conveyance Deed the Promoter shall handover lawful, vacant, peaceful, occupancy rights of the common areas of the structure to the Co-operative Service Society/Maintenance Body.

- (j) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities until Building use permission is obtained.
- (k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Property) has been received or served upon the Promoters in respect of the Project Land and/or the Project except those disclosed in the Title Report.
- (l) The Promoter will develop the said Project with the common amenities and facilities listed in the Schedule E attached with this agreement.
- (m) The Promoter shall take full insurance as per RERA 2016.
- (n) The amounts paid by the Allottee to the Promoters as contribution towards the outgoings shall remain with the Promoters, till the Maintenance Body is formed. The said amount or balance, if any, of the aforesaid deposits and advances shall be paid over by Promoters to the Maintenance Body when it is registered under Gujarat Co-Operative Societies Act 1961 or any other applicable act.
- (o) The Promoter shall maintain a separate account as per requirements of RERA 2016 or rules made there under.
- (p) The Promoter declares that we have prepared prospectus/ notice advertisement/ Brochure/ leaflets to generally give a brief idea about the upcoming project, but if thereafter due to any change in GDCR and/ or Layout Plan of the project being sanctioned by the authority then in such cases some modifications, variations and improvisation can take place regarding which the Allottee will be informed before the execution of this Agreement. Thereafter, anything agreed upon and recorded herein this agreement shall prevail rather than what has been shown in prospectus/ notice advertisement/ Brochure/ leaflets or in any model apartment, plot or building.

REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

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

- (a) To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the Maintenance Body.
- (b) Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (c) To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall

keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Promoter and/or the Maintenance Body.

- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Common Area and the building in which the Unit is situated.
- (g) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Unit is situated.
- (h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority.
- (i) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- (j) It is hereby agreed that the Allottee shall not put or allow to be put any Board, Name Plate, Sign Board and/or any other kind of display of any nature, on the common wall, main entry gate and/or on the exterior side of the development to be planned and/or in the open areas of the Project Land hereto or any part of the building / Project except whatever is provided by the Promoter, without the written consent of Promoter. The size,

colour and place of the Board/signage (if any) shall be decided by the Promoter. The Allottee shall not put air conditioning units (indoor and / or outdoor) except as per the system approved by the Promoter.

- (k) The Allottee shall observe and perform all the rules and regulations which the Maintenance 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 Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Service Society regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement and the rules and regulation of the Maintenance Body.
- (l) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (m) On or before delivery of possession of the Said Unit pay to the Promoters, the Balance Sale Consideration, proportionate share of taxes, any other charges as decided by the Promoters, the amount towards advance maintenance, share money, legal charges, society admission fee, as fixed by the Promoters and such amounts agreed upon.
- (n) Pay the applicable stamp duty, registration charges Legal/Advocate charges and other incidental expenses payable, at the time of registration of this Agreement and the Sale Deed whenever the same is executed.
- (o) The Allottee of Residential Unit shall not use or permit to be used the said Flat/s or any part thereof for manufacturing any items, or as Pan Parlour(s), as consulting room of medical professional, doctor's clinic, maternity home and surgical nursing homes, as printing press, or storing chemicals or for hira-ghanti and for any other purpose which may be objectionable to

the said Society and other Allottees of the said Project. It is further clarified that this Unit is to be used only for **Residential** purpose only.

- (p) The Allottee shall not protest, object to or obstruct the execution of the construction work nor the Allottee shall be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him/her/it/them or any other person/s, for any inconvenience, hardship, disturbance or nuisance caused to the Allottee during the construction of the Project by the Promoter.
- (q) Not to interfere with the rights of the Promoters to construct at such locations, as it may from time to time decide, any additional buildings/structures, sub-stations for electricity or office for management of the new building/s and build underground and overhead tanks structures for watchman cabin toilet units for domestic servants/watchmen, septic tank, soak pits and other structures the locations of which are not particularly marked or shown in the building plans or Layout plans and laying through or under or over the ground or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any of the Buildings and other structures which are to be developed and constructed by the Promoters, and raise any dispute in the Court by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise.
- (r) Pay proportionate or full amount as the case may be towards deposit, services charges, supervision charges and any other such statutory demand from the government authorities for providing electrical power, energy meters, water connection, sewerage and drainage connection etc. as applicable, in addition to the agreed consideration of the said Unit.
- (s) Pay to the Promoters share money, society admission fee, proportionate share of taxes, cess, Electricity charges, AMC charges, statutory dues etc. on actuals and the legal charges within seven days of demand thereof by the Promoters.

- (t) Confirm/declare that he/she has agreed to purchase the said Unit after due verification of all the relevant aspects and has satisfied himself/herself in this regard. The decision to purchase the Said Unit in the phase out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.
- (u) The Allottee be and hereby agreed to provide all such information, explanations, documents or other details as may be required by the Promoter from the Allottee concerning to the Unit and / or the Project in order to comply with any statutes, rules, regulations, notifications, instructions, circulars, notices etc including but not limited to the Act, Income Tax Act, 1961, Central Goods and Services Tax Act, 2017, Gujarat Goods and Services Tax Act, 2017 or required by any Governmental authority, public servant acting in the capacity of public servant, local authority, or required by the other services provider.
- (v) Confirm/declare that he/she shall not claim any right, title or interest in the said Project case of any additional FSI being made available to the Promoters with regard to the Project over and above what has been contemplated herein and the Promoters shall be entitled to utilize the same as per their mutual understanding until the Building Use Permission has been obtained.
- (w) The Allottee agrees and undertakes that the Promoters shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Unit and/or Car Park(s) by concerned authorities due to non-payment by the Allottee or any other Unit Allottee of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments.
- (x) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said Project Land and the said Building or any part thereof. The Allottee hereby agree that the Allottee shall have no

claim, any rights, title, interest save and except in respect of the said Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the same is transferred as hereinbefore mentioned.

- (y) The Allottee hereby acknowledges that even after the Co-Operative Service Society has been formed with respect to the said Project, the Promoter shall be entitled to sell or in any other manner transfer the un-sold units in the said Project to any Second Party on such terms and conditions as it may deem fit and such Allottee/Transferee of un-sold units shall be entitled to become member of the Management Body and use all common areas and facilities in the Project at par with other unit Allottees/Occupiers.
- (z) The Allottee shall not have any objection if any portion of the said Project Land is handed over to the electric supply company for putting an electric sub-station or other infrastructure and the Promoter shall be entitled to give such part of the Project land to the said company or any other body for such purpose on such terms and conditions as may be agreed between the Promoter and the said company and the same shall be binding on the Allottee and the said Project Management Body.
- (aa) In the said Project it is decided that Open Terrace adjoining to Unit Nos. _____, _____, _____ are having ingress and egress of the said terrace of the respective Unit and is agreed to be allotted to the respective Unit holders for their permanent, independent, individual right to use as open terrace and for that no additional consideration has been paid by the respective Unit-holders to the Promoter. The Unit Holders of _____, _____, _____ have to use the said terrace as open terrace and they are not entitled to make any temporary or permanent construction on the said terrace. The remaining open terrace will be utilized by all the Unit holders of the said project. The Allottee and other members of the said project has unconditionally agreed to the said arrangement and additional right to use to the respective Unitholders.

OBLIGATIONS OF ALLOTTEE WHO IS A NON-RESIDENT OF INDIA (IF APPLICABLE)

- 35. The Allottee if a resident outside India shall be solely responsible to comply with the provision of the Foreign Exchange Management

Act, 1999 (FEMA) and the Foreign Exchange Management (Acquisition and transfer of Immovable Property in India) Regulation, 2000 and/or all other statutory provisions as laid down and notified by Government of India or concerned statutory authorities from time to time, including those pertaining to remittance of payment for acquisition of immovable property in India.

36. For the purpose of remitting funds from abroad by the Allottee, the particulars of beneficiary are to be furnished.
37. The Promoter shall not be responsible towards any third-party making payment/remittance on behalf of the Allottee and such Second Party shall not have any right in the said Unit in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.
38. For the purpose of remitting funds from abroad by the Allottee, the following particulars of the beneficiary have to be provided by the Allottee: -
 - (a) Beneficiary's Name
 - (b) Beneficiary's A/C No.
 - (c) Bank Name
 - (d) Branch Name
 - (e) Bank Address
 - (f) Swift Code
39. If the Allottee is non-resident/foreign national of Indian origin, foreign nationals/foreign company, any refund in terms of this agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactment or amendment thereof and the rule and regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. The Promoter accepts no responsibility in this regard. Further, whenever there is a change in the residential status of the Allottee after this agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter.

GENERAL COVENANTS

40. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit. Notwithstanding anything contained anywhere in this Agreement, it is be and hereby agreed that upon receipt of the occupancy certificate or completion certificate or Building Use permission or any other certificate by whatever name called of similar nature it shall be deemed that the Promoter has complied with all such terms, conditions, stipulations and restrictions.
41. Notwithstanding anything contained in this Agreement, the Promoter shall be at liberty to make additions / alterations in accordance with the provisions of section 14 of the said Act or such other additions / alterations as may be found necessary due to architectural and structural reasons.
42. The Allottee hereby agrees and undertakes that, if any cheque/ Demand Draft/ NEFT/ RTGS, etc. will be dishonored by the bank then in such cases the First Party shall have right to cancel this Agreement for Allotment and Refund the consideration paid by Allottee upto that date without interest, and subject to liquidated damages. The Allottee(s) of the project unconditionally agree with the said arrangement and in future will not make any dispute for the said arrangement.
43. Notwithstanding anything contained anywhere, reference to the Allottee in this Agreement, shall, for all purposes, be read as prospective Allottee unless and until total aggregate consideration along with all dues arising as per this Agreement are paid by the Allottee to the Promoter and the Co-Operative Service Society as the case may be.
44. Allottee be and hereby declares and affirm that Promoter / Land Owner has not demanded nor the Allottee has agreed to pay any other amount, price, consideration other than the Price and such other amounts clearly specified in this Agreement.

45. Allottee be and hereby declares and affirm that this Agreement is executed after complete checking, inspection and verification of compliance made by the Promoter as regards all the requirements of the said Act and rules made thereunder. Allottee be and hereby warrants and assures that no objection of whatsoever nature shall be raised by the Allottee or any other person acting for and on behalf of the Allottee against the Promoter or the Land Owner in respect of compliances made by the Promoter as regards all the requirements of the said Act and rules made thereunder.
46. The parties agree that in addition to the terms and conditions stipulated under this agreement, the provisions of the Real Estate Regulation and Development Act shall be applicable and the rights, liabilities and obligations of the parties shall be in accordance with the provisions of the said Act and the rules framed thereunder whenever it becomes applicable.
47. Notwithstanding anything contained anywhere, the Promoter shall not be liable to refund and the Allottee shall not be entitled to receive any amount representing the goods and services tax / service tax actually paid by the Promoter to the account of the appropriate authority out of the amount received/receivable from the Allottee save and except due to amendment in the concerned act/rules.
48. The parties to this agreement agree that the Agreement for Sale submitted before GUJRERA at the time of registration is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of that respective case and as mutually agreed between the parties and hence there are some modifications in this Agreement. The Parties hereby agree and acknowledge this fact and shall not raise any dispute regarding the same before any Authority(s).
49. The parties hereto agree that tender of cheque(s)/demand draft(s) by the Promoter in favour of the Allottee by way of Registered Post AD at the Notified Address of the Allottee stated in this Agreement or by NEFT/ RTGS into the bank account of the Allottee shall be sufficient compliance to the requirement of this Agreement as regards refund/payment of any amount by the Promoter to the Allottee and it shall be deemed that the Promoter has refunded/paid the due amount to the Allottee and the Allottee has received the said refund/payment irrespective of fact that such cheque(s)/demand draft(s) are not presented for payment.

50. Notwithstanding anything contained anywhere, the parties hereto shall not be precluded from the waiver of any of their rights vested by this Agreement at any point in time by way of mutual consent of each other.
51. The Allottee has fully understood the calculation of Carpet area as per RERA and the said calculation is also verified through their Engineer or Consultant and in future the Allottee will not raise any dispute or query regarding the Carpet area as per RERA. It is also agreed and understood between the parties that the Promoter will execute the Conveyance Deed of the said Unit on the basis of Carpet area as per RERA only and the consideration amount of the said Unit paid by the Allottee to the Promoter is as per the Carpet Area as per RERA and remaining undivided usage right of common amenities is also included in said consideration.
52. This Agreement shall be binding on the Allottee, (in case of individual) his/her/their heirs, legal representatives, executors, successors and assigns; (in case of partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of HUF) its coparceners as at present and from time to time and their respective heirs, executors and successors and its (HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Company) its present and future Directors, successors and assigns and/or any Second Party having or contemplating to have in future any charge or interest on the said Unit and/or on the construction thereupon, in part and/or as a whole.
53. Subject to the provisions of this Agreement and except express covenants, declarations and warranties, the parties agree that no failure or delay by any of the parties in exercising any right or remedy provided by the Act or pursuant to this agreement shall impair such right or remedy or operate or be construed as a waiver or variation of its or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
54. The Allottee shall not have any objection if the Promoter/Service Society/ Maintenance Entity allot usage rights of any exclusive areas, partly or wholly, to one or more Prospective Allottee(s) in the said project. The Prospective Allottee(s) shall only have usage rights

to the allotted area and is to be used as per the terms agreed between the Promoter/Service Society/Maintenance Entity and the Prospective Allottee(s).

NON-CREATION OF MORTGAGE

55. After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage shall be cleared and a No dues certificate and a release of charge shall be obtained.
56. Notwithstanding anything contained anywhere, the Allottee be and hereby warrants and assures that it shall not assign, transfer, mortgage, charge or encumber the Unit or any interest in the Unit in any manner until execution of the Deed of Conveyance of Titles by the Promoter and the Land Owner in favour of the Allottee.

STRUCTURAL DEFECT LIABILITY

57. If within a period of five years from the date of handing over possession, the Allottee brings to the notice of the Promoter any structural defect in the Unit or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.
58. Structural Defect cannot be claimed (A) if the cause of any such defect is not attributable to the Promoter or are beyond the control of the Promoter; or (B) In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or (C) 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 or the supplier; or (D) In case where guarantees and warrantees are provided by the third parties, the same shall be extended to the Allottee and to honor such warrantees and guarantees shall be at the sole discretion of the first party providing the same. Further where

the manufacturer guarantee/warranty as provided by the first party ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building, and if the annual maintenance contracts or applicable licenses are not done/renewed by the Allottee/Society, The Promoter shall not be responsible for any defects occurring due to the same.; or (E) If the Allottee has defaulted in any of its representations or covenants or warranties as mentioned in this Agreement; (F) The Said Society or the Allottee has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/ Promoter; (G) The Allottee has carried 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, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, etc. If any of such work/s is/are carried out, then the defect liability shall automatically become void.

59. It is hereby expressly agreed by the Allottee that before claiming any Structural Defect liability on the part of the Promoter, it shall be mandatory to appoint an expert that is Jointly Nominated by the Allottee, Promoter and/or formed Service Society who shall further submit a detailed report of the defect (if any) on account of workmanship, quality or provision of service structure or the Unit along with its rectification and time required to resolve the defect (if any). If the Promoter fails to comply within the time limit provided, thereafter only the Allottee can refer to the competent Authority.

GENERAL REPRESENTATION AND WARRANTIES

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

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

- Conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.

BINDING EFFECT

61. Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

RIGHT TO AMEND

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

PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT TRANSFEREES

63. 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 Transferees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

FORCE MAJEURE

64. The Parties hereto shall, under normal conditions, observe and perform their respective obligations under this Agreement by the respective date/s mentioned herein, subject to any event which is beyond the reasonable control of a party and which is unforeseeable, or if foreseeable but unavoidable or insurmountable, which arises

after the date of execution of this Agreement and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and shall include any act of God or a public enemy or terrorist; Act of any military, civil or regulatory authority; Change in any law or regulation; Fire, Flood, Earthquake, Storm or other like event; Disruption or Outage of communications, power or other utility; General labour disturbance such as but not limited to boycott, strike and lock-down, go-slow, occupation of factories and premises, shortage or inability to obtain critical material or supplies; Plague, Epidemic, Pandemic, Outbreaks of Infectious Disease or any other Public Health Crisis, including quarantine or other employee restrictions; Act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such party with reasonable care (each, a "Force Majeure Event").

65. On the occurrence of a Force Majeure Event, the affected party shall notify the other party of the occurrence by sending either (i) an e-mail message, or (ii) a registered post, to the other party. In addition, the affected party shall provide to the other party the cause of the Force Majeure Event with a written explanation concerning the circumstances that caused the Force Majeure Event.
66. In the event of any or more of this act occurs during the course of development then the parties should mutually discuss and try to reach consensus for extension of time limits for completing of the project. If not accomplished, then by default the time for performance required shall be extended by the period of such delay provided the party is exercising diligent efforts to overcome the cause of such delay.

SEVERABILITY

67. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the

remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

68. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in Project, the same shall be in proportion to the builtup area of the Unit to the total builtup area of all the Units in the Block/Project.

FURTHER ASSURANCES

69. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

PLACE OF EXECUTION

70. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, and the Allottee and the Agreement is registered at the office of the Sub-Registrar. Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

NOTICES

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

Name of Allottee: _____
Notified Address of the Allottee: _____
Notified Email ID of the Allottee: _____

Name of Promoter: AARYAN PROJECTS

Notified Address of the Promoter: AARYAN ANMOL, B/S AKSHAR ELYSIUM, NR. DIVYJYOT SCHOOL, SHILAJ, AHMEDABAD-380059.

Notified Email ID of the Promoter: _____.

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

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

JOINT ALLOTTEES

73. In case of Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first in clause and at the Notified Address of the Allottee / Notified Email ID of the Allottee which shall for all intents and purposes to consider as properly served on all the Allottees.

STAMP DUTY AND REGISTRATION

74. Notwithstanding anything contained anywhere and for sake of clarity it is provided that the charges towards stamp duty applicable at the prevailing rate of 4.9% and Registration Fee applicable at the prevailing rate of 1% of this Agreement, Deed of Conveyance including incidental charges relating to execution and registration thereof shall be borne by the Promoter. Whereas, due to any change in the prevailing laws if any increasing in the rate for stamp duty and registration is imposed then in such cases the increased amount shall be borne by the Allottee.

DISPUTE RESOLUTION

75. Any dispute between parties shall be settled amicably. If such dispute cannot be settled within 30 (*Thirty*) days by mutual discussion, then the Parties shall first refer the dispute to arbitration under the provisions of Arbitration and Conciliation Act, 1996 as statutorily amended from time to time by appointment of Sole Arbitrator mutually appointed by the Parties. The request for

arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

76. In case of failure to settle the dispute amicably or through Arbitration, it shall be referred to the competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

GOVERNING LAW

77. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Ahmedabad will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at AHMEDABAD in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED
The Promoter/ First Party:
AARYAN PROJECTS

through its Authorized Person
Mr. MANISH RAJNIKANT PATEL

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee/Second Party: (Including joint buyers)

1._____

2._____

At Ahmedabad on ____ day of _____ 20__ in the presence of the
WITNESSES:

1._____

2._____

SCHEDULE A
Description of Project Land

All that piece and parcel of Non-Agricultural land for admeasuring 1305 sq.mts. of Block No 837/B, Final Plot No 115/2 of TP Scheme No 405(SHILAJ) Mouje Shilaj, Taluka Ghatlodiya District Ahmedabad and Sub-District Ahmedabad-9 (Bopal).

SCHEDULE B
Description of Unit

Unit No. ____ **situated on** ____ **Floor** of the said Project “**AARYAN ANMOL**” having a Carpet area of ____ **square feet** equals to ____ **square meters**, along with balcony having ____ **square feet** equals to ____ **square meters**, wash area of ____ **square feet** equals to ____ **square meters**, open terrace area of ____ **square feet** equals to ____ **square meters** along with proportionate usage rights in common areas of the said project namely passage, foyer, stairs, lifts, etc. and undivided proportionate area of Project Land admeasuring ____ **square feet** equals to ____ **square meters**. bounded as follows:
East :
West :

North :
South :

SCHEDULE C
Proposed Layout of the Project

SCHEDULE D
(Authenticated copies of the plans and specifications of the Unit agreed to be purchased by the Allottee as approved by the concerned local authority)

SCHEDULE E
(Common amenities for the Project)

ANNEXURE A
Payment Plan
Total Sale Consideration

The Allottee has paid on or before the execution of this Agreement a sum of Rs._____/ - (Rupees _____ Only) (not exceeding 10% of the total sale consideration) in following manner:
Rs._____/ - (Rupees _____ Only) by _____ dated _____ drawn from _____ Bank, _____ Branch.

- The Allottee agrees to pay the balance amount of Rs._____/ - (Rupees _____ Only) in the following manner:
- (a) Amount of Rs._____/ - (Rupees _____ Only) (not exceeding 30% of the total consideration to be paid to Promoter after the execution of Agreement.
 - (b) Amount of Rs._____/ - (Rupees _____ Only) (not exceeding 45% of the total consideration to be paid to Promoter on completion of the plinth of the building or wing in which the said Unit is located.
 - (c) Amount of Rs._____/ - (Rupees _____ Only) (not exceeding 70% of the total consideration) to be paid to Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Unit is located.
 - (d) Amount of Rs._____/ - (Rupees _____ Only) (not exceeding 75% of the total consideration) to be paid to Promoter on completion of the walls, internal plaster, Floorings doors and windows of the said Unit.
 - (e) Amount of Rs._____/ - (Rupees _____ Only) (not exceeding 80% of the total consideration) to be paid to Promoter on completion of the sanitary fittings, staircase lift wells, lobbies upto the Floor level of the said Unit.

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

(Note- The abovementioned schedule is only a model form of schedule, which may be modified and adapted in each case having regard to the facts, circumstances and terms of booking agreed between the Promoter and Allottee.)

OR

The Allottee has paid on or before the execution of this Agreement a sum of Rs. _____/- (Rupees _____ Only)

Rs. _____/- [Rupees _____ Only] by Cheque No. _____ dated _____ drawn on _____ Bank, _____

Rs. _____/- [Rupees _____ Only] by Cheque No. _____ dated _____ drawn on _____ Bank, _____

Rs. _____/- [Rupees _____ Only] by Cheque No. _____ dated _____ drawn on _____ Bank, _____

=====

Rs. _____/- [Rupees _____ Only]

=====

A Rebate has been provided to the Allottee on the condition that the Allottee shall pay the total Sale Consideration as early payment. The total Sale Consideration of the Unit is inclusive of the rebate provided.

The Balance Amount of Rs. _____/- (Rupees_____ Only) will be paid by the Allottee as early payments and if, the said balance amount is

not paid as early payment then in such cases interest amount shall be charged as per the provisions of this agreement.

ANNEXURE B

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

SCHEDULE AS PER SECTION-32(A) OF THE REGISTRATION ACT:-

SIGNATURE	PHOTO	THUMP IMPRESSION
<u>PROMOTER/DEVELOPER</u> AARYAN PROJECTS		

through its Authorized Person
Mr. Manish Rajnikant Patel

ALLOTTEE

(1) _____

(2) _____