

:: AGREEMENT TO SALE ::

This Agreement to Sale is made and entered into at Ahmedabad on this ____ Day in the Month of _____ in the Year 202__.

By and Between;

First Party : **Purva Apartment Co-Operative**
Land Owner **Housing Society Limited**

(Reg. No. GH-4608 dated 28.12.1971),
having address at : Purva Apartment
Co. Op. Housing. Soc. Ltd. Beside
Ishita Tower, Near Commerce Six
Road, Navrangpura, Ahmedabad,
Gujarat.

PAN No. _____

through its Chairman

Girish Sharad Fanse,
Aged about ____ years, Occupation:
Retired, Hindu by Religion, residing at:
Flat No. A-2, Parul Apartment,
Navrangpura, Ahmedabad.

PAN No.

Aadhaar No.

and Secretary

Bhupendra C. Gandhi,
Age about ____ years, Occupation:
Retired, Hindu by Religion, residing at:
Flat No. B-7, Parul Apartment,
Navrangpura, Ahmedabad.

PAN No.
Aadhaar No.

Hereinafter referred to as 'Land Owner' (which term, unless contrary to the context or meaning thereof, shall include the said party, its members, their heirs, executors, successors, assigns and administrators) of the First Part.

Second Party : **Name of the Allottee**

Allottee

Occupation
PAN No..... and having
address at

Hereinafter referred to as 'THE ALLOTTEE' (which term, wherever the context so requires, shall be deemed to include, and shall always be understood to include: in the case of an individual, his/her heirs, executors, and administrators; in the case of a Hindu Undivided Family (HUF), the coparceners and members from time to time, and their respective heirs, executors, and administrators; in the case of a Proprietary Firm, its Sole Proprietor and his/her heirs, executors, administrators, and successors; in the case of a Partnership Firm, the Partners from time to time, and their respective heirs, executors, administrators; and in the case of a Company, its successors and assigns) of the Second Part.

Third Party : **M/s. Saffron Developers** - a
Promoter

Partnership Entity, Having its
Registered Office at 5, Narnarayan
Palaces, Nr. Kothawala Flat, Paldi,
Ahmedabad, Gujarat - 380006
Pan Card No. : ADGFS 9269 N
Through its Authorized Partner,
Mr. _____, Age ____, residing
at _____
Pan Card No. :
Aadhaar Card No. :

Hereinafter referred to as "The Promoter" and/or
"Developer" (which term, unless contrary to the context or meaning

thereof, shall include the said Partnership Firm and its Partners from time to time, and their respective heirs, executors, successors, and administrators) of the Third Part.

:: WHEREAS ::

- A. That, Purva Apartment Co-Operative Housing Society Limited (herein after referred to as “Land Owner”) is the bonafide owner and peaceful possessor of the immoveable property being “Non-Agricultural land bearing Town Planning Scheme No. 19 allotted Final Plot No. 262 paiki Sub Plot No. 2 (1500 sq. yards i.e. 1254.20 sq.mtrs. as per Village Form No. 7) which is covered into City Survey Ward T.P. 19 Memnagar allotted City Survey No. 4538 to 4542 total admeasuring about 1239.2 sq.mtrs. situated, lying & being at Mouje: Shekhpur-Khanpur Taluka: Sabarmati in the Registration District Ahmedabad & Sub District Ahmedabad-03 (Memnagar), within the State of Gujarat”, that the said immoveable property shall be hereinafter referred to as the “Project Land” and more particularly described in Schedule I written hereinunder.
- B. Further, the Non-Agricultural Use permission for the said project land for Residential Purpose has been granted by City Deputy Collector, Ahmedabad vide their Order No. L.N.D.S.R. 440 dated 18.04.1972.
- C. That, the said land owner entered into Redevelopment Agreement with M/s. Saffron Developers which was duly registered under Sr. No. 14676 dated 13.12.2023, whereby the promoter acquired development rights for construction and floating of a scheme named “Parul Gracious” consisting of 28 Residential Units on the said project land. Further, as per the terms of the redevelopment agreement, the promoter is obligated to develop the said residential scheme and allot 15 Residential Units to the existing members of the Land Owner’s society. Additionally, the promoter is entitled to sell the remaining 13 Residential Units which includes the right to use all the common amenities and facilities provided therein. These amenities and facilities are to be used in common with other ALLOTTEE’s and to receive the sale consideration in respect thereof as per the terms and conditions of such sales as mutually agreed upon by the parties involved. Furthermore, the Allottee shall be enrolled as a member of the Land Owner’s Society upon execution of Registered Sale Deed in favour of the Allottee.
- D. Further, the Construction Plan has been duly approved, and Permission for construction has been granted as per the

Development Permission issued by Ahmedabad Municipal Corporation vide Rajachithhi No. 08073 / 230323 / A7182 / R0 / M1, dated 13.04.2023. The aforementioned authorization includes approved construction plans for 28 Residential Units.

- E. That, 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 and has commenced the development of the said Project as per the sanctioned plans.
- F. That, the PROMOTER has agreed to sell constructed property being Flat No._____, _____ Floor, admeasuring _____Sq.Mtrs. (Carpet area), _____ Sq.Mtrs. (Balcony), _____ Sq.Mtrs. (Wash area) in a scheme named and style as "PARUL GRACIOUS" (the said constructed property is hereinafter referred to as "the said Residential Unit") more particularly described in the SECOND SCHEDULE hereunder written, to the ALLOTTEE and the ALLOTTEE has agreed to purchase the said Property at or for the total price/consideration and on the terms and conditions mutually agreed by and between them and mentioned hereunder. The ALLOTTEE shall be entitled to proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other ALLOTTEES therein. The common amenities and facilities to be provided in the said project/scheme are more particularly described in the THIRD SCHEDULE hereunder written. (The above areas have been calculated on the basis of unfinished wall surfaces and by the use of Autocad software. The Allottee has checked the calculation of the area and is satisfied with the same and has no disputes in this regard.)
- G. That, the certified true copies of the Plans, as sanctioned and approved by the Ahmedabad Municipal Corporation, along with the specifications of the Residential Unit to be purchased by the ALLOTTEE, are attached hereto.
- H. That, the PROMOTER has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") with the Real Estate Regulatory Authority at Ahmedabad under _____ Dtd. _____; a certified true copy of the said registration certificate is attached as Annexure 'A' hereto.
- I. That, the carpet area of the said Flat shall mean the net usable area excluding the area covered by external walls, area under service shafts, exclusive of balcony or verandah area and exclusive open terrace area but includes the area covered by

internal partition walls of the said Flat as defined in Section 2 (k) of the said Act.

- J. That, on demand from the ALLOTTEE, the PROMOTER has given inspection to the ALLOTTEE of all the documents of title relating to the said Project Land and the Plans, designs and specifications prepared by the PROMOTER's Architect Hiren Patel and of such other documents as are specified under the said Act and the Rules and Regulations made there under and the ALLOTTEE is satisfied with the same in all respects.
- K. That, the ALLOTTEE has inspected the certified copy of the Certificate of Title, certified copies of extracts from Village Forms No. 6, 8A, and 12, along with all other pertinent revenue records that delineate the nature of the PROMOTER's title to the Project Land where the said Unit is to be constructed. Based on this inspection, the ALLOTTEE confirms satisfaction after due diligence with these documents in all respects. Upon complete satisfaction, the ALLOTTEE has approached the PROMOTER to book the residential unit as delineated in Schedule II herein under.
- L. That, the PROMOTER has secured the necessary approvals for the plans, specifications, and elevations of the said buildings from the appropriate local authorities. The PROMOTER shall also procure any additional approvals that may be required from the relevant authorities, as necessary, from time to time.
- M. That, while sanctioning the said plans, the concerned local authority and/or Government has imposed specific terms, conditions, stipulations, and restrictions. The PROMOTER is required to comply with these provisions in the development of the Project Land and the said Scheme/Buildings, in order to secure the necessary Building Completion Certificate/Occupancy Certificate for the said Buildings from the concerned local authority.
- N. That, the PROMOTER has provided separate common amenities and facilities for the ALLOTTEES of the Residential Units in the said building for their exclusive use only and more particularly described in the FOURTH SCHEDULE hereunder written.
- O. That, prior to the execution of these presents the ALLOTTEE has paid to the PROMOTER a sum of Rs...../- (Rupees only), being part payment of sale consideration of the said Residential Unit agreed to be sold by the PROMOTER to the ALLOTTEE, as advance payment (the payment and receipt whereof the PROMOTER hereby admit and acknowledge) and

the ALLOTTEE has agreed to pay the balance of the sale consideration in the manner hereinafter appearing.

- P. That, the parties herein, placing their mutual trust in the confirmations, representations, and assurances duly provided by each other, and committing to faithfully adhere to all terms, conditions, and stipulations encapsulated within this Agreement as well as all pertinent statutes and regulations, are hereby prepared to execute this Agreement.
- Q. That, as per Section 13 of the said Act, the PROMOTER is required to execute a written Agreement for Sale of the said Unit with the ALLOTTEE, being in fact these presents and also to register the Agreement under the Registration Act, 1908.

NOW, THEREFORE, in recognition of reciprocal obligations, express warranties, and quid pro quo—both tangible and intangible—the receipt and legal sufficiency of which are hereby unreservedly attested to and conceded, all Parties, duly vested with the requisite authority and legal competence, DO HEREBY MUTUALLY COVENANT, AFFIRM, AND AVER to be irrevocably and inexorably bound by the express and implied covenants, stipulations, and terms hereinbelow articulated as follows:

- 1. The PROMOTER shall undertake the construction of a residential scheme, hereinafter referred to as 'Parul Gracious,' which shall consist of 28 Residential Units. These units shall span from the Hollowplinth and Ground Floor up to the Seventh Floor, inclusive of a Stair Cabin and Lift Room. Furthermore, the scheme will encompass all common amenities and facilities requisite for the beneficial enjoyment of the said building/scheme. This construction shall conform to the plans, designs, and specifications that have been duly approved by the Ahmedabad Municipal Corporation, subject to any amendments thereto, as may be necessitated and effected 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 Residential Unit agreed to be sold to the ALLOTTEE except any alteration or addition required by any Government authorities or due to change in any law/s.
- 1(a) The ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE the said Flat No.____, Block No.____, ____ Floor, admeasuring ____Sq.Mtrs. (Carpet area), ____ Sq.Mtrs. (Balcony), ____ Sq.Mtrs. (Wash area) in a scheme named and style as 'Parul Gracious' more particularly described in the Second Schedule

hereunder written at or for the aggregate price/consideration of Rs._____/ - (Rupees ____Only)., That the Allottee shall also bear any GST or any tax payable on the abovementioned amounts plus other charges such as Stamp Duty, Registration Fees, maintenance deposit, maintenance charges, development charges and other amount as per the scheme to which the ALLOTTEE hereby agrees.

- 1(b) The Allottee has paid on or before execution of this Agreement sum of Rs._____/ - Rupees_____ only) (not exceeding 10% of the Total Consideration) as advance payment (earnest money) or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. ____/ - (Rupees _____ only) in the following manner:

PAYMENT PLAN

- i. Amount of Rs._____/ - (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs._____/ - (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Unit is located.
- iii. Amount of Rs._____/ - (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Unit is located.
- iv. Amount of Rs._____/ - (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Unit.
- v. Amount of Rs._____/ - (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Unit.
- vi. Amount of Rs._____/ - (....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Unit is located.
- vii. Amount of Rs._____/ - (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and

environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Unit is located.

- viii. Balance Amount of Rs/(.....) against and at the time of handing over of the possession of the Unit to the Allottee on or after receipt of occupancy certificate or completion certificate.

NOTE: The payment plan outlined above serves merely as an illustrative example. It is subject to modifications and adjustments based on the terms of booking mutually agreed upon between the Promoter and the Allottee.

- 1(c) The Allottee shall pay to the Promoter the installments of Consideration Price mentioned herein above or any other dues under this Agreement on their respective due dates without demand being made. The total Consideration price as stated above excludes 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 Property or howsoever arising from the transaction contemplated herein to any Government Authority, any and all taxes from time to time that is service tax, value added tax (VAT), GST, Stamp Duty, registration fees, or any tax, levy or imposts etc. arising from sale or transfer of the said Property to the Allottee or the transaction contemplated herein. They all shall be borne and paid by the Allottee (over and above the Consideration Price) as may be demanded by the Promoter from time to time. The abovementioned Consideration price has been agreed upon after considering and factoring the input tax credit available on input materials and services as stipulated under the prevalent GST Act. The Allottee shall not be eligible for any additional / further credit on account of input GST credit availed by the Promoter in the Project.
- 1(d) The total Consideration Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The 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 notification / order / rule / regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee.

- 1(e) The Promoter may allow, in its sole discretion, a rebate for early payments of installments that may be payable by the Allottee by discounting such early payments at 6% per-annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such percentage rate of rebate shall not be subject to any repeat / revision / withdrawal, once granted to an Allottee by the Promoter. The Allottee shall not be entitled to any rebate if the payments are preponed voluntarily by the Allottee and the Promoter has not agreed to provide any rebate in writing to the Allottee.
- 1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Property is complete and the Building Use Permission ("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 (3%). If there is any reduction in the carpet area of more than 3%, then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of 6%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area of more than 3% then the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same proportionate rate per square meter as agreed in this Agreement.
- 1(g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 1(h) The total price as stated above excludes:
- (i) Taxes (consisting of tax paid or payable by the PROMOTER by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the PROMOTER) up to the date of handing over the possession of the Residential Unit, which shall be separately payable by the ALLOTTEE in the manner as may be decided by the PROMOTER.

- (ii) Preferential Location Charge (if any), Floor Rise Charges and Payment of expenses for any extra work/Alteration/Addition to the constructed Residential Unit as decided at the time of booking of the Residential Unit.
- (iii) The transaction covered by this agreement at present is not understood to be eligible to tax under some other direct or indirect tax laws or similar other laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be liable to tax, either as a whole or in part or any inputs of materials or equipment used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be borne and payable by the ALLOTTEE on demand at any time.
- (iv) Torrent Power Company charges relating to electricity connection - electrical power, laying of cable charges, installation of transformer or substation or other equipments and instruments; payment of security and other deposits; and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.
- (v) All and every cost, charges and expenses and deposits to be paid for obtaining water and drainage connection from Ahmedabad Municipal Corporation/AUDA.
- (vi) All and every costs, charges and expenses for sanction of development and construction plans and specifications, etc. from Ahmedabad Municipal Corporation/AUDA and all other concerned authorities; security deposits, scrutiny fees, FSI costs and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.
- (vii) All and every costs, charges and expenses for sanction of development and construction plans and specifications, etc. from Ahmedabad Municipal Corporation/AUDA and all other concerned authorities; security deposits, scrutiny fees, FSI costs and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.

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

2. The Promoter hereby covenants to diligently complete the construction and secure the Building Use (B.U.) Permission from the competent authority on or before the 31st day of December 2026 (31.12.2026), excepting any delays due to unforeseen circumstances or technical reasons beyond the Promoter's control, which may impede timely completion.
3. The Promoter hereby agrees to observe, perform and comply with all the applicable 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 said Property to the Allottee, obtain from the concerned local authority Building Use Permission in respect of the same. Time is 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 said Property to the Allottee after receiving the Building Use Permission. Similarly, the Allottee shall also make timely payments of the installment and other dues payable by him/her as provided in clause 1(b) herein above ('Payment Plan') 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 as set out in this Agreement.
4. The Promoter hereby declares that the floor space index (FSI) available as on date in respect of the project land is 4999.84 sq. mtrs only and the promoter has planned to utilize floor available floor index space 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 available in future on modification to development control and regulations, which are applicable to the said project. The Promoter has disclosed the floor Space Index of 4999.84 Sq. Mts.. As proposed to be utilized by him on

project land in the said project and Allottee has agreed to purchase the said unit based on the proposed construction and sale of units 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.

5. If the Promoter fails to abide by the time schedule for completing the said Property and handing over the said Property to the Allottee (except delay due to Force majeure condition), the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest at the rate of 6% per annum, on all the amounts paid by the Allottee, for every month of delay, till the date of obtaining the Building Use Permission of the said Property. The Allottee agrees to pay to the Promoter, interest at the rate of 6% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date such amount is payable by the Allottee(s) to the Promoter till the date it is actually paid. The Promoter shall under such circumstances, be entitled to withhold the delivery of possession of the said Property to the Allottee until entire dues are not paid by the Allottee.
6. Without prejudice to the right of Promoter to charge interest in terms of sub clause 4 above, on the Allottee committing default in any payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), and committing any other breach or violation of any of the terms and conditions on his part to be performed, the Promoter at its own option may terminate this Agreement unilaterally.
 - 5.1 Provided that, Promoter shall give notice of fifteen (15) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee or mail at the E-mail address provided by the Allottee, 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. The Promoter may record the termination / cancellation of this Agreement by preparing a Memorandum 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 Memorandum

of Termination / Cancellation shall be binding upon the Allottee with the same spirit and intention as if such Memorandum was executed by the Allottee. The cost, charges and expenses incurred relating to the same by the Promoter shall be to the account of the Allottee and the Allottee shall be liable to pay and reimburse the same immediately on demand by the Promoter.

5.2 Provided further that upon termination of this Agreement, the Promoter shall refund to the Allottee within a period of thirty days of the termination, the installments of Consideration Price which may till then have been paid by the Allottee to the Promoter after adjusting 50% of the Consideration as liquidated damages. If the installments of Consideration Price paid till then by Allottee are less than 50% of the Consideration, then Allottee shall be required to pay to Promoter, and Promoter will be entitled to recover the balance amount from the Allottee, and Allottee shall pay the same to Promoter within a period of 30 days of termination. Upon issue of notice of termination, the Allottee will have no claim of any nature whatsoever against the Promoter or in respect of the said Property and generally under this Agreement, save and except the amount to be received by the Allottee from the Promoter, if any, as per above. On such termination and cancellation of the agreement, the Promoter shall be entitled to sell or otherwise dispose-off the said Property in such manner and to such person(s) and upon such terms and conditions as the Promoter in its absolute discretion deem fit and proper without any reference to and/or consent or concurrence of the Allottee and the Allottee shall not be entitled to claim any right title or interest in the said Property. If the Allottee herein has obtained any housing loan on the Said unit then such refund of amount to the Allottee shall be subject to deduction of all the amounts payable to the bank/financial institute from whom, the Allottee herein has obtained housing loan.

7. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the PROMOTER at his/her/its option in the said building and the Residential Unit as are set out in the scheme literature. In the event, the ALLOTTEE requests the PROMOTER to make any addition or alteration in the Unit as permissible under relevant law/s or change/upgrade in any internal fittings/materials, the ALLOTTEE shall be liable to pay such amount/s as may be agreed upon by and between the

PROMOTER and ALLOTTEE in addition to the amounts payable under this Agreement.

8. The Promoter shall complete the Project and obtain the Building Use permission of the said Property on or before 31-12-2026 (31st December, 2026). If the Promoter fails to get the Building Use permission by the aforesaid date (except delay due to Force Majeure conditions as mentioned below) then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Property with interest at the same rate of 6% mentioned in the clause 4 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever against the said Property in any manner whatsoever and the Promoter shall be entitled to deal with or dispose of the said Property to any person or party as the Promoter may desire at their absolute discretion. Other than as stated herein above, the Allottee shall not have any right to withdraw from or cancel this Agreement for sale.

7.1 Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said Property / getting the Building Use Permission by the aforesaid date, if the completion of said Property / Project is delayed on account of;

7.1.1 force majeure conditions like lockdown (state or central imposed), pandemic, war, civil commotion or act of God or any other.

7.1.2 any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1.3 any concerned competent authority/ies, refusing, withholding, denying, delaying the grant of necessary approvals, or revoke, cancel, or suspend the approvals already granted for the said Project.

7.1.4 any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority/ies becoming subject matter of any suit / writ before a competent court or;

7.1.5 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;

7.1.6 on account of reasons beyond the control of Promoter and of its agents.

9. If the construction of the Project is completed and Building Use Permission is obtained ahead of estimated schedule, the balance payment under this Agreement will become payable on Promoter's demand against possession to be given by the Promoter to Allottee as per clause 8.1, 8.2 and other applicable clauses of this Agreement and said Act. The Payment Plan as mentioned in 1(b) herein above shall deemed to be modified accordingly and the Allottee shall not raise any objection or dispute in this regard.

8.1 PROCEDURE FOR TAKING POSSESSION:

The Promoter shall notify the Allottee about receipt of Building Use Permission of the said Property, within a period of 7 days from grant of Building Use Permission by the competent authority. The Allottee shall take possession of the said Property from the Promoter, within a period of 15 days, from date when the said Property is notified in writing to be ready for delivery and possession to the Allottee by making all balance payments as per this Agreement. In any event within a period of three months from the date of issue of Building Use Permission, the Allottee shall make balance payments, and against such payments, Promoter to hand over possession of the said Property to the Allottee, and to execute and register Deed of Conveyance in favour of the Allottee in accordance with the other provisions herein.

8.2 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF THE SAID PROPERTY:

Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the said Property from the Promoter by making all balance payments as per this Agreement by executing necessary indemnities, undertakings, Sale Deed and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Property to the Allottee. In case the Allottee fails to make all balance payments as per this Agreement and take possession within the time provided in clause 8.1 such Allottee, without prejudice to Allottee's other obligations and consequences under this Agreement and without prejudice to Promoter's other legal rights and remedies, including to terminate this Agreement, shall continue to be liable to pay maintenance charges, property taxes and "Holding Charges" as may be fixed by Promoter, and

the said Property thereafter will be at the risk and consequences of Allottee.

8.3 If within a period of five years from the date of Building Use permission date / handing over of possession, the Allottee brings to the notice of the Promoter any structural defect in the said Property then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter compensation equal to cost to cure / rectify such defect. Provided that the Promoter shall not be liable to rectify any defect or for payment of any compensation in the following cases:

8.3.1 If the cause of any such defect is not attributable to the Promoter or are beyond the control of the Promoter; or

8.3.2 In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or

8.3.3 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

8.3.4 In case where guarantees and warranties are provided by the third parties, the same shall be extended to the ALLOTTEE and to honour such warranties and guarantees shall be at the sole discretion of the third party 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 unit/building/phase/wing, and if the annual maintenance contracts or applicable licenses are not done/renewed by the ALLOTTEE/Management Body, the PROMOTER shall not be responsible for any defects occurring due to the same.; or

8.3.5 If the Allottee has defaulted in any of its representations or covenants as mentioned in clause 15 of this Agreement;

8.3.6 The Allottee has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/ Promoter;

8.3.7 The Allottee has carried out any alterations of any nature in the said Unit which shall include but not be limited to alterations in structure or in the fittings therein, pipes, water supply connections or any erection or alteration in the pantry area, toilet etc. If any of such

work/s is/are carried out then the defect liability shall automatically become void.

The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter themselves and shall not mean defects caused by normal wear and tear, hairline cracks on the walls, negligent use of the said unit or the said phase by the Allottee, diurnal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature etc. Defects in fittings and fixtures are not included therein and are subject to individual warranties provided by the manufacturers of such fittings and fixtures in this regard.

Provided further that the Allottee shall not carry out alterations of whatsoever nature in the said Residential Unit or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring/ Dado) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter and under the supervision of promoters authorized Agencies, the defect liability automatically shall become void.

10. The ALLOTTEE is hereby obligated to utilize the Residential Unit, or any portion thereof, solely for residential purposes and shall refrain from using or permitting its use for any non-residential activities, including but not limited to educational or vocational classes, hostel or hotel operations, or any form of commercial exploitation. Additionally, the ALLOTTEE shall restrict the use of the designated garage or parking space exclusively for the parking of vehicles, and shall not utilize this space for the storage of any non-vehicular items. Furthermore, the ALLOTTEE is strictly prohibited from using or allowing the use of the said Residential Unit in any manner that may cause or is likely to cause nuisance or annoyance to the occupiers of other units in the building, or for any illegal, immoral, or legally prohibited activities.
11. The ALLOTTEE, along with other existing and new ALLOTTEES of the scheme, shall become members of the Land Owner's Society, i.e. Purva Apartment Co-Operative Housing Society Limited. They are required to sign and execute all necessary applications for registration, membership, and other related documents essential for membership in the said Society. Additionally, ALLOTTEES must comply with the bye-laws of the Land Owner's Society, pay the required membership fees, and contribute to other dues as stipulated by the Society. The ALLOTTEE shall not raise objections to any amendments or modifications to the draft bye-laws, or the Memorandum and/or

Articles of Association, that may be mandated by the Registrar of Co-operative Societies or other relevant authorities.

12. That, since the Promoter is under obligation to maintain the society, within 15 days after notice in writing/ on email is given by the Promoter to the Allottee that the said Property is ready for possession, use and occupancy, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the Project Land and Project, 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 Project. Until the Complete Sale of all residential units are done and/or till the time stipulated by the act is completed for the Promoter to handover the management of the society to the allottees, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by Promoter. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution as may be fixed by the Promoter towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and will be used towards outgoings. Accumulated surplus if any will be finally transferred to the Land Owner's Society. Deficit if any will be made good by the Allottee.
13. The Allottee shall pay stamp duty, registration charges and all other cost, charges and expenses, that may be required to be paid, spent or incurred with respect to the Sale Deed / Conveyance of the said Property in favour of the Allottee and in respect of other legal documentation work as aforesaid.
14. The proposed draft of conveyance deed/sale deed to be executed between the parties is uploaded by the Promoter on the website of the Real Estate and Regulatory Authority of Gujarat. The Allottee has studied understood and accepted it. It is agreed between the parties that the same at the sole discretion of Promoter may be modified or altered as may be advised by the Advocate to the Project as the nature and circumstances may require. The same without any reservation or objection shall be binding to the Allottee.
15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Promoter as developer has clear and marketable title with respect to the Project Land and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project.
- ii. The 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.
- iii. There are no encumbrances upon the Project Land or the Project. In case any project loan is taken in future, the Promoter will obtain and produce No-Dues-Certificate/ NOC from the concerned Bank/financial institution for the said Property at the time of execution and registration of Deed of Conveyance of the same in favour of Allottee.
- iv. There are no litigations pending before any Court of Law with respect to the Project Land or Project except as may be mentioned in the title report.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said Property 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 Property shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, and said Property.
- vi. 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.
- vii. The Promoter has not entered into any further development agreement or any other agreement/ arrangement with any person or party with respect to the Project Land, including the Project and the said Property which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Property to the Allottee in the manner contemplated in this Agreement.

- ix. 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 till the time Building Use Permission for the Project is not obtained;
 - x. 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 Promoter in respect of the Project Land and/or the Project.
16. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Property may come, hereby covenants with the Promoter as follows:
- i. To maintain the Unit at its 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/or the Unit itself or any part thereof without the consent of the local authorities, if required.
 - ii. To carry out at his own cost all internal or external repairs to the said Property and maintain the said Property at his cost and expenses 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.
 - iii. 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 Partis or other structural members in the Unit.. Not to carry out any kind of civil work without the prior written permission of the Promoter and/or the Management Body.

- iv. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project and other units, or whereby any increased premium shall become payable in respect of the insurance.
- v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Property in the common areas, roads and common portions of the Project land and the building in which the Unit is situated.
- vi. 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 Project in which the said Property is situated.
- vii. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and written permission is granted by the Promoter. The Promoter shall grant such permission at its own discretion and may even deny to grant such permission. The condition that may be imposed for grant of permission shall be binding upon Allottee.
- viii. The Allottee shall observe and perform all the rules and regulations of the Land Owner's Society and the additions, alterations or amendments thereof that may be made from time to time including discipline for use of the said unit; for protection, maintenance, and generally for the common object and purposes of the Project; and for the observance and performance of the Building Rules, Regulations and Byelaws 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 Land Owner's Society regarding the occupancy and use of the said Property and shall pay and contribute regularly and punctually towards the taxes, expenses maintenance charges or other out-goings in accordance with the terms of this Agreement.

- ix. 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 Property or building or any part thereof to view and examine the state and condition thereof. The Allottee shall without delay, at his cost and expenses carry out any want or defects pointed out to Allottee.
- x. 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 Property or building or any part thereof, do all such work, matters and things the Promoter may require for the purposes of Project or otherwise may deem fit.
- xi. "Residential Unit" shall mean the self contained construction of the unit, more particularly described in Second Schedule hereunder written and only related FSI used for the same.
- xii. The Allottee shall, at all times, abide by and be entitled to only Floor space Index (FSI) which has been utilized for construction of said Property. The Allottee shall not be entitled to ask for any further FSI or carry out any more additional or further construction and shall not make any alterations or changes in construction or design thereof amounting to use of more FSI or otherwise.
- xiii. The Consideration Price and/or transaction covered by this Agreement may at present or in future become liable to tax, cess, duty, etc. under any direct or indirect tax laws or similar other laws, by reason of any law or on account of by judicial pronouncement or any amendment to the Constitution or enactment or amendment of any other law, Central or State, or otherwise for any inputs of materials or equipment used or supplied in execution of or in connection with this transaction, the same shall be payable by the Allottee on demand from the Promoter at any time, over and above the Consideration Price.
- xiv. The Consideration Price of the said Property is one compact and composite consideration – price. The Allottee shall not be entitled for any running or final bill or estimate of land contribution, construction contribution, common development or any other separate detailed particulars of the Consideration. However, the Promoter for relevant purposes of accounting or other requirements may split the same into different components for different account purpose.

- xv. If the Allottee shall desire to obtain a loan from any financial institution / bank (the "Institution") then the Promoter shall give all possible assistance but the onus of getting the loan sanctioned shall be solely on the Allottee. In case if the Allottee is not able to get the loan sanctioned then it shall make necessary arrangements from its own sources to pay the installments as mentioned herein. Nonsanctioning of loan or any delay in sanction of loan for any reasons whatsoever, shall not be considered as legitimate reasons for the delay and the Allottee shall be liable to pay the interest and penalty as agreed in this Agreement. If the loan amount is to be disbursed as per progress of the work or otherwise, and payable by the Institution directly to the Promoter, the Allottee hereby gives consent / permission for the same. The Promoter will be entitled to claim and receive such payment directly from the Institution and the Allottee hereby gives irrevocable consent for the same to Promoter and Institution. Such disbursements made by the Institution to the Promoter shall be debited by Institution to loan account of Allottee and to be received by Promoter towards the Price Consideration and other amounts to be received under this Agreement.
- xvi. All right, title and interest of the Allottee is restricted to and to be read, understood and interpreted in relation to the said Property only. All other constructed/covered or uncovered open spaces/areas/portions, open margin lands, infrastructure, developments, amenities, facilities & services shall belong to the Promoter except the right to use amenities, facilities and services that may be reserved for common use of all allottees of the said Project. The Allottee is aware that the other units situated in the Project shall be transferred to other Allottees in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other Allottees. The Allottee is also aware that all other owners shall also be entitled to use and enjoy the common facilities of the Project and they also shall have undivided interest therein. It is agreed that the Allottee 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 Land Owner's Society..
- xvii. The Allottee hereby covenants that it will not raise any hindrance, objection or requisition, dispute or grievance as inconvenience, discomfort, nuisance or annoyance for the construction of any type of legally sanctioned work being carried out by the Promoter nor shall make any claim in

respect thereof. The Allottee agrees to extend his all cooperation in completion of the Project in general and the related work.

- xviii. The over-all control and management of the said Project, implementation thereof, power to sell the units and other premises in the project, of all and every other related matters, in general shall be that of the Promoter. The decision of the Promoter in all matters shall be final and binding upon the Allottee herein and all other allottees in the Project. The Promoter shall be entitled to undertake construction and develop the same in any manner Promoter desires and decide. The Allottee shall extend all the cooperation to the Promoter for the same.
- xix. Not to store in the said Property any goods which are of hazardous, combustible or dangerous in 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 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.
- xx. The Allottee shall ensure that any document, paper or writings required to be signed by the Allottee is to be returned to the Promoter immediately without any delay on the receipt of such document by the Allottee, duly signed at all places marked for signatures.
- xxi. The Allottee has 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, electrical appliances and other loose items if shown in the brochure are only for illustrative purposes and do not form a part of the standard product on sale. The furniture layout shown in the brochure is only suggestive and subject to change as per site conditions and as per the instructions of the Project Architect. The Promoter reserves the right to make changes/alterations in the actual construction at site or in specifications or amenities of the

Project as may be suggested by the Architect or Engineer of the Project. It is agreed by the Allottee that the Promoter shall also be entitled to carry out any change / modification and / or variation in the approved layout in any other manner as may be required by the Promoter for consumption of full FSI available from time to time. The Allottee hereby gives his irrevocable consent for any such 27 change/modification/variation in the layout/plans/specifications of the Project and the Allottee waives his right to inspect/demand inspection of any such change/modification/variation, provided such changes or modifications do not adversely affect or alter the said Property.

- xxii. Irrespective of disputes if any which may arise between the Promoter and Allottee or with other purchasers, the liability of the Allottee herein to pay the amounts payable by him/her/them to the Promoter shall remain unaffected and the Allottee hereby undertake to pay, punctually all such amounts and shall not be withheld the same for any reason whatsoever.
- xxiii. Any delay or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or relaxing the payment schedule or any installment thereof by the Promoter shall not be construed as a waiver on the part of the Promoter.
- xxiv. The Allottee is aware and unequivocally agrees, consents and confirms that that the rights to use the terrace space is common together with other allottees and members of the Land Owner's Society on the top of the Project building.
- xxv. The Allottee shall not alter/change the size and shape of the door, windows, shutters etc and shall not make any hole or new window to fix air conditioner or coolers and shall not damage the partition walls, common walls, flooring, ceiling etc of the said Block/Unit. The Allottee shall install the air conditioners / coolers at designated places only and in a manner in which the aesthetics of the Project are not compromised. It is specifically brought to the knowledge of the Allottee that only VRV type air conditioning can be installed, and no other type of Air-conditioning is allowed to be installed under any circumstances.

The Allottee agrees to all the above conditions and shall never raise any dispute in this regard for all times to come.

17. The Land Owner, Purva Apartment Co-Operative Housing Society Limited, hereby declares and affirms that it has vested the development rights of the specified Project Land to the Promoter herein for the purpose of its redevelopment. The Promoter is thereby authorized to engage in the sale of the residual residential units, subsequent to the allocation of units to the existing members of the Land Owner's Society. The Land Owner explicitly acknowledges that it holds no claim over and waives any rights to the sale consideration derived from such transactions. Additionally, in accordance with resolutions unanimously passed by the existing members of the society, the Allottee shall be inducted as a member of the Purva Apartment Co-Operative Housing Society Limited upon the successful execution and fruition of the Sale Deed in favor of the Allottee, conditional upon the Allottee having fulfilled all obligations stipulated by the Promoter herein. In connection with this membership, the Allottee is obligated to remit a nominal fee to the society, which corresponds to the issuance of a share certificate and acknowledges the Allottee's acquired undivided share in the land. The Land Owner confirms that there are no objections to the aforementioned arrangements, and relinquishes any entitlements concerning the sales consideration from the Promoter's transactions with the Allottees.
18. The Allottee 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 Allottee only after payment of full and final Price Consideration amount (including all aforesaid charges) and upon execution of final sale deed in favour of the Allottee. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, transfer, conveyance, demise or assignment in law, fact or equity of the said Property or any part thereof until actual transfer and vesting in favour of Allottee in accordance with the provisions of this Agreement shall take place, which shall take place only after full amount of consideration and all other amounts under this Agreement are paid by Allottee to Promoter. The Allottee shall have no claim save and except in respect of the said Property hereby agreed to be sold to him and all open spaces, parking spaces, recreation spaces, common amenities, and all and every remaining part of the Project, will remain the property of the Promoter.
19. After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Property and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest

of the Allottee who has taken or agreed to take such said Property.

20. 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 without any delay and secondly, appears for registration (if required) of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 8 (eight) 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 8 (eight) 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 within 30 days of cancellation after deducting an amount of Rs. 5,00,000/- or 5% of the total Consideration price, whichever is less, as administrative charges. The Allottee shall not have any right to withdraw from or cancel this Agreement, except as provided in this Agreement, more particularly as per clause (7) above.
21. This Agreement, along with its schedules and annexures, constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said property.
22. 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 Allottees of the said Property, in case of a transfer, as the said obligations go along with the said Property for all intents and purposes.
23. 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 adopted, and has been modified to incorporate the agreement and terms agreed upon between the Promoter and Allottee, being this Agreement. The parties hereto accept the same. However, if any provision of this Agreement shall be determined to be void or unenforceable under the said

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 said 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.

24. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in Project, the same shall be in proportion to the carpet area of the said Property to the total Carpet Area of all units in the Project.
25. 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.
26. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence, this Agreement shall be deemed to have been executed at Ahmedabad.
27. Any delay by the Promoter in enforcing the terms of this Agreement or any forbearance or giving time to the Allottee shall not be considered as a waiver on the part of the Promoter of the Allottee nor shall the same in any manner prejudice the remedies of the Promoter.
28. Termination of this Agreement (a) shall not relieve the Allottee of any obligations herein which expressly or by implication survives termination hereof, and (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of the 32 Allottee, shall not relieve the Allottee of any obligations or liabilities for loss or damage to the Promoter arising out of or caused by acts or omissions of the Allottee prior to the effectiveness of such termination or arising out of such termination.

29. The Promoter shall present this Agreement as well as the conveyance/assignment at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter / Allottee as the case may be will attend such office and admit execution thereof.
30. The charges towards stamp duty and Registration of this Agreement, Conveyance Deed and any document/s, paper/s and writing/s executed by Promoter, Allottee or any other person in furtherance of this Agreement shall be borne by the Allottee. 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 Allottee only.
31. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

:: FIRST SCHEDULE ::

All that piece and parcel of the immovable property bearing Non-Agricultural land bearing Town Planning Scheme No. 19 allotted Final Plot No. 262 paiki Sub Plot No. 2 (1500 sq. yards i.e. 1254.20 sq.mtrs. as per Village Form No. 7) which is covered into City Survey Ward T.P. 19 Memnagar allotted City Survey No. 4538 to 4542 total admeasuring about 1239.2 sq.mtrs. situated, lying & being at Mouje: Shekhpur-Khanpur Taluka: Sabarmati in the Registration District Ahmedabad & Sub District Ahmedabad-03 (Memnagar), within the State of Gujarat.

On or towards the North : Final Plot No.262 Paiki Sub Plot No. 1

On or towards the South : Eshita Tower (Final Plot No. 264)

On or towards the East : Final Plot No. 263

On or towards the West : T.P. Road

:: SECOND SCHEDULE ::

An immovable property comprising of undivided share in land and right possessed by the vendor in the property being Unit No.____, ____Floor, admeasuring ____ Sq.Mtrs. (Carpet area), ____ Sq.Mtrs. (Balcony), ____ Sq.Mtrs. (Wash area) along with ____ Sq. Mts. undivided share in land in a scheme named and styled as **Parul Gracious** constructed on the project Land described in Schedule-I above and bounded as follows:

On or towards the North :

On or towards the South :

On or towards the East :

On or towards the West :

:: THIRD SCHEDULE ::

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

Facilities and Amenities Provided:

- Elevators
- Children's Play Area, Common Plot, and Lawn
- Illuminated Passageways Leading to All Floors
- Overhead Water Tank
- Underground Water Tank
- Water Pump with Motor
- Security Cabin
- Entrance and Exit Gates
- Children Drop-off Area
- Designated Parking Spaces

:: FOURTH SCHEDULE ::

- Electric Sub-station
- Drainage Lines with Manhole Connections
- Service Lines in Basement
- Electric Meter Room

IN SOLEMN TESTAMENT TO THE CONTRACTUAL OBLIGATIONS, REPRESENTATIONS, AND COVENANTS HEREIN DELINEATED, THE PARTIES HERETO HAVE AFFIXED THEIR AUTHENTIC SIGNATURES HERewith, IN ACCORDANCE WITH JURISPRUDENTIAL FORMALITIES. THIS ACT HAS BEEN VOLUNTARILY EXECUTED AT THE PLACE AND DATE FIRST ASCRIBED IN THE TITLE CLAUSE OF THIS INDENTURE.

Place : Ahmedabad

Date : / /

**SIGNED AND DELIVERED BY THE
WITHIN NAMED FIRST PARTY**

Purva Apartment Co-Operative
Housing Society Limited through
Its Chairman Girish Sharadbhai Fanse

Purva Apartment Co-Operative
Housing Society Limited through
Its Secretary Bhupendra C. Gandhi

**SIGNED AND DELIVERED BY THE
WITHIN NAMED SECOND PARTY**

ALLOTTEE

**SIGNED AND DELIVERED BY THE
WITHIN NAMED THIRD PARTY**

M/s. Saffron Developers through
Its Authorized Partner Mr. _____

In presence of following witnesses:

- 1)

- 2)