

SHALIGRAM PRESTIGE
RESIDENTIAL/COMMERCIAL Flat/Shop No.....
AGREEMENT FOR SALE

This Agreement for Sale (“Agreement”) executed on this ____ day of _____, 2025.

By and Between

M/s. Shaligram Space LLP, a Limited Liability Partnership Firm registered under the provisions of Limited Liability Partnership Act, 2008, having its principal place of business at : 9th Floor, Shaligram Corporates, B/h. Dishman House, Opp. Sankalp Grace-II, Ambli Bopal, Road, Ambli, Ahmedabad, (**PAN No.: AEJFS 8282 D**), represented by its authorised signatory :- **Mr. Prafulkumar Virjibhai Kachhadia**, age 57 years, hereinafter referred to as the “Owner / Promoter” (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 Designated partner).

AND

Mr./Mrs. _____, (PAN No. _____) (Aadhaar No. _____) aged about _____ year, residing at _____, hereinafter referred to as "the Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees).

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

WHEREAS:

- A. **WHEREAS**, Party of the First part is well sufficiently entitle to the property bearing Flat/Shop No. _____admeasuring _____ Sq. mtrs. (built-up) and _____Sq. mtrs. (carpet area) situated on _____ Floor of _____ Block in a scheme known as a "**SHALIGRAM PRESTIGE**" to be constructed on non-agricultural land bearing Final plot no. 959+955 admeasuring 16006 sq. mtrs. of Town Planning scheme no. 204 (Sarkhej-Okaf-Makarba-Vejalpur-Ambli) allotted in lieu of Survey no. 473/2 admeasuring 2226 sq. mtrs., 473/3 admeasuring 10927 sq. mtrs., 475/1 admeasuring 7253 sq. mtrs. and 469/2 admeasuring 6273 sq. mtrs. totaling to 26,679 Sq. Mtrs. lying and being at Mouje Village Sarkhej, Ta. Vejalpur, Registration Sub District Ahmedabad-4 (Paldi), District Ahmedabad, together with proportionate undivided share admeasuring _____ sq. mtrs.in the project land. More particularly describe in the schedule-II written hereunder, for the sake of brevity hereinafter referred to as the "Said Property/Unit".
- B. **WHEREAS**, the District Collector, Ahmedabad has granted Non-agricultural use permission to land bearing Final Plot no. 959 paiki admeasuring 4784 Sq. Mtrs. for Residential purpose and 1770 Sq. Mtrs. for Commercial purpose totaling to 6554 Sq. Mtrs. of T.P. Scheme No. 204 (Sarkhej-Okaf-Makarba-Vejalpur-Ambli) allotted in lieu of Survey No. 473/3 admeasuring 10927 Sq. Mtrs. vide order no. CB/LAND-2/N.A./S.R.2468/2015, Dated 03/05/2016. Same is mutated in the revenue record by entry no. 6485, dated 04-06-2016.

- C. **WHEREAS**, the District Collector, Ahmedabad has granted Non-agricultural use permission to land bearing Final Plot no. 959 paiki admeasuring 1336 Sq. Mtrs. for Residential purpose of T.P. Scheme No. 204 (Sarkhej-Okaf-Makarba-Vejalpur-Ambli) allotted in lieu of Survey No. 473/2 admeasuring 2226 Sq. Mtrs. vide order no. CB/LAND-2/N.A./S.R.2465/15, Dated 29/08/2016. Same is mutated in the revenue record by entry no. 6522, dated 09-09-2016.
- D. **WHEREAS**, the District Collector, Ahmedabad has granted Non-agricultural use permission to land bearing Final Plot no. 959 paiki admeasuring 7306 Sq. Mtrs. for Residential purpose and 2710 Sq. Mtrs. for Commercial purpose totaling to 10016 Sq. Mtrs. of T.P. Scheme No. 204 (Sarkhej-Okaf-Makarba-Vejalpur-Ambli) allotted in lieu of Survey No. 475 admeasuring 16693 Sq. Mtrs. vide order no. CB/LAND-2/N.A./S.R.2466/15, Dated 29/08/2016. Same is mutated in the revenue record vide entry no. 6523, dated 09-09-2016.
- E. **WHEREAS**, thereafter as per the Letter bearing no. No. M.R. No. Spe-1/332/2779/17-18, Dated 14/06/2018 Purvani Patrak/Durasti Patrak No. 47 issued by DILR, Ahmedabad land bearing survey no. 475 admeasuring 16693 Sq. Mtrs. has been divided into Two Parts accordingly, (1) Survey No. 475/1 admeasuring 7253 Sq. Mtrs. (N.A. for Commercial purpose 1178 Sq.Mtrs. and 3174 Sq. Mtrs. for Residential purpose) and (2) Survey No. 475/2 admeasuring 9440 Sq. Mtrs. Same is mutated in the revenue record vide entry no. 6827, dated 22-06-2018.
- F. **WHEREAS**, thereafter Nitaben Kamleshbhai Shah has purchased the land being Final plot no. 955 admeasuring 3764 sq. mtrs. of Town Planning scheme no. 204 (Sarkhej-Okaf-Makarba-Vejalpur-Ambli) allotted in lieu of Survey No. 469/2 admeasuring 6273 sq. mtrs. lying and being at Mouje Village Sarkhej, Taluka Vejalpur, District Ahmedabad from its owners (1) Rameshbhai Somabhai, (2) Kapilaben Somabhai, (3) Mahendrabhai Somabhai, the said sale deed is registered before the sub-registrar Ahmedabad-13(Citi) under serial no. 1966 on 30/08/2016. Same is mutated in the revenue record vide mutation entry no. 6519, Dated 30/08/2016.

- G. **WHEREAS**, the District Collector, Ahmedabad has granted Non-agricultural use permission for multi-purpose use to land bearing Final Plot no. 955 admeasuring 3764 Sq. Mtrs. of T.P. Scheme No. 204 (Sarkhej-Okaf-Makarba-Vejalpur-Ambli) allotted in lieu of Survey No. 469/2 admeasuring 6273 Sq. Mtrs. vide order no. CB/BINKHETI/SARKHEJ/SURVEY NO./BLOCK NO. 469/2/S.R.95/2017, Dated 15/02/2019. Same is mutated in the revenue record vide entry no. 7014, dated 15-03-2019.
- H. **WHEREAS**, thereafter as per Letter of Town Planning Officer, Town Planning Scheme, Unit-2, Ahmedabad has given opinion by Letter No. Narayo/No. 204/S.O.M.V.A./Case No. 962/859/2018 and Final plot No. 959, containing by total admeasurements 17908 Sq. Mtrs. has been Divided into Two Different Final Plots i.e. (i) Final Plot No. 959/1, containing by admeasurements 12444 Sq. Mtrs. belonged to Savaliya Buildcon LLP a limited liability partnership firm and (ii) Final Plot No. 959/2, containing by admeasurements 5664 Sq. Mtrs., containing by total admeasurements 17908 Sq. Mtrs. of Town Planning Scheme No. 204 (Sarkhej-Okaf-Makarba-Vejalpur-Ambli).
- I. **WHEREAS**, thereafter H.N. Safal Infrastructure LLP has purchased non-agricultural land being Final plot no. 959/1 admeasuring 12244 sq. mtrs. of Town Planning scheme no. 204 (Sarkhej-Okaf-Makarba-Vejalpur-Ambli) allotted in lieu of Survey No. 473/2 admeasuring 2226 sq. mtrs., Survey No. 473/3 admeasuring 10927 sq. mtrs. and Survey No. 475/1 admeasuring 7253 sq. mtrs. totaling to 20406 Sq. Mtrs. lying and being at Mouje Village Sarkhej, Taluka Vejalpur, District Ahmedabad from Savaliya Buildcon LLP, the said sale deed is registered before the sub-registrar Ahmedabad-4(Paldi) under serial no. 12544 on 21/07/2022. Same is mutated in the revenue record vide mutation entry no. 7870, Dated 26/07/2022.
- J. **WHEREAS**, thereafter as per Letter of Town Planning Officer (Town Planner), Town Planning Scheme No. 204 (S.O.M.V.A.), Ahmedabad has given opinion by their Letter No. Narayo No. 204 (S.O.M.V.A.), Case No. 962/6523, dated 14/09/2023 and Final Plot No. 959/1 has revised i.e. Final Plot No. 959 with same area i.e. 12244 Sq.Mtrs. of Town Planning Scheme No. 204 (Sarkhej-Okaf-Makarba-Vejalpur-Ambli).

- K. **WHEREAS**, thereafter party of the first part - Shaligram Space LLP has purchased non-agricultural land being Final plot no. 959 admeasuring 12244 sq. mtrs. of Town Planning scheme no. 204 (Sarkhej-Okaf-Makarba-Vejalpur-Ambli) allotted in lieu of SurveyNo. 473/2 admeasuring 2226 sq. mtrs., 473/3 admeasuring 10927 sq. mtrs. and 475/1 admeasuring 7253 sq. mtrs. totaling to 20406 Sq. Mtrs. lying and being at Mouje Village Sarkhej, Taluka Vejalpur, District Ahmedabad from H.N. Safal Infrastructure LLP vide registered sale-deed no. 16498, Dated 25-09-2023, registered before the sub-registrar Ahmedabad-4(Paldi). Same is mutated in the revenue record vide mutation entry no. 8254, Dated 26/09/2023.
- L. **WHEREAS**, thereafter party of the first part - Shaligram Space LLP has purchased non-agricultural land being Final plot no. 955 admeasuring 3764 sq. mtrs. of Town Planning scheme no. 204 (Sarkhej-Okaf-Makarba-Vejalpur-Ambli) allotted in lieu of Survey No. 469/2 admeasuring 6273 sq. mtrs. lying and being at Mouje Village Sarkhej, Taluka Vejalpur, District Ahmedabad from Nitaben Kamleshbhai Shah vide registered sale-deed no. 15641, Dated 11-09-2024, registered before the sub-registrar Ahmedabad-4 (Paldi). Same is mutated in the revenue record vide mutation entry no. 8500, Dated 18/09/2024.
- M. **WHEREAS** Final Plot no. 955 has been amalgamated with Final Plot No. 959 by order/development permission no. 001LD24250500, Dated 31/01/2025. Thus, the promoter is entitle to the Final Plot No. 955+959 admeasuring 16008 Sq.Mtrs. Total land area is admeasuring 16008 Sq.Mtrs. but as per non-agricultural orders area is 16006 Sq.Mtrs., accordingly plan has been approved and therefore project land is 16006 Sq.Mtrs. Hereinafter referred to as the said **“Project Land”**. Since then the party of the first part is owner of the said project land and is entitled to develop the said land and to put constructions thereon as per approved plan.
- N. **WHEREAS**, party of the first part has decided to develop the said project land and to construct residential and commercial unit in the name of **“Shaligram Prestige”**. Ahmedabad Municipal Corporation has issued Rajachitthi bearing no. 06865/130325/A9059/R0/M1, 06866/130325/A9060/R0/M1, 06867/130325/A9061/R0/M1, 06868/130325/A9062/R0/M1, dated 26/06/2025 and granted permission to construct 509 Flats and 79 Shops totaling to 588 units

in Block no. A+B+C+D+E, F+G, H, I+J consisting of Cellar, Ground floor, First floor to Thirteenth floor, stair cabin, Lift Room & overhead water tank on the said project land. Hereinafter referred to as “the said project”.

- O. The Owner/Promoter has obtained sanction/approval of the final plans, to develop the Project land, from Ahmedabad Municipal Corporation and accordingly the Owner/Promoter has commenced construction on the Project land;
- P. The Owner/Promoter has got necessary approvals from the concerned local authorities, urban development authority and/or Government, as required by law, pertaining to the plans, the specifications, elevations, sections of the Project and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Use Permission for the Said Project;
- Q. While sanctioning/approving the plans the concerned authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner/Promoter while developing the Project. Upon due observance and performance of the said terms, conditions, and stipulations etc. the Building Use Permission in respect of the Project shall be granted by the concerned authority, corporation and/or Government.
- R. The Owner/Promoter has got the project registered under the provisions of the Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as "the Act", with the Real Estate Regulatory Authority at Gandhinagar vide Registered No.
- S. By virtue of absolute ownership and possession of the Project, the Owner / Promoter has the sole and exclusive right to sell the units of the Project being constructed upon the Said Land and to enter into agreement(s) with the allottee(s) of the units and to receive the sale consideration in respect thereof;

- T. The Allottee has applied to the Owner/Promoter for allotment of said property in Project known as “**Shaligram Prestige**” constructed upon the Said Project Land more particularly described in Schedule-II hereunder written.
- U. The carpet area of “the said property” is the net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Unit.
- V. At the request of the Allottee, the Owner/Promoter has given inspection to the Allottee of all documents of title relating to the Said Land and the plans, designs and specifications prepared by the Owner / Promoter's Architects and of such other documents as are specified under the Act and Rules and Regulations made there under and the Allottee is satisfied with the same, Details of specifications, Common amenities and facilities are particularly describe in the Annexure-B written here under.

The authenticated copies of Certificate of Title issued by Attorney at Law or Advocate of the Owner/Promoter, Property Card, Extract of Village Forms VI, VII and XII and other relevant revenue records showing the nature of the title of the Owner / Promoter to the Said Land on which the Project is being constructed have also been inspected by the allottee and the Allottee is satisfied in respect of the same;

The authenticated copies of plans sanctioned/approved by the local authority, Ahmedabad Municipal Corporation and/or Government have also been inspected by the Allottee.

Allottee contacted the promoter and after negotiation, price of the Said Property have been fixed **Rs._____/- (Rupees _____ only)** and Prior to the execution of this Agreement, Allottee has paid to the Owner/Promoter a sum of **Rs._____/- (Rupees _____ only)**

(details of payment is mentioned hereunder in the column of Receipt) to the premotor, being part payment of the sale consideration of “the said property” agreed to be sold by the Owner/Promoter to the Allottee as advance payment, the payment and receipt whereof the Owner/Promoter doth hereby admit and acknowledge.

Column of the receipt:-

Rs.....=00	Rupees only paid by the Allottee to the Owner/Promoter by Cheque No., Dateddrawn onBank,Branch.
Rs.=00	Rupeesonly TDS paid by Allottee as per prevailing provisions of Law.
Rs.....=00	RupeesOnly.

The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

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

1. **TERMS:**
- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase, **the said property** in the scheme known as "**SHALIGRAM PRESTIGE**" constructed upon the Said Land,

as more particularly described in Schedule-II hereto and having floor plan as per approved plan for consideration of **Rs._____/- (Rupees _____ only)** (hereinafter referred to as "the Total Price");

The consideration of the property is fixed as lump-sum amount after negotiation which includes price of entire property including carpet area of the property, wash area and common facilities.

Explanation: -

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards “the property”;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of “the said property”;
- (iii) The Total Price above excludes Stamp Duty, Registration Charges, Advocate Fees, Society maintenance and all other government levies taxes & duties will be paid & borne by the Allottee and not included in the Total Price;
- (iv) The Total Price above excludes maintenance deposit, Legal charges, Extra Work Cost (if any) to be borne by the Allottee and not included in the Total Price.
- (v) Provided that in case there is any change / modification in the taxes, the Total Price payable by the Allottee to the Promoter under this Agreement shall be increased / reduced based on such change / modification;
- (vi) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (Fifteen) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or

demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(vii) The Total Price of Unit includes: pro rata share in the Common Areas; as provided in the Agreement.

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

1.3 The Allottee has paid a sum of advance amount as mentioned above, at the time of application the payment and receipt of which the Owner/ Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of “the said property” as per the time schedule set out by law and as may be demanded by the Owner/Promoter within the time and in the manner specified therein:

1.4 The Owner / Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Building Use Permission is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner / Promoter. If there is any reduction in the carpet area within the defined limit then Owner/ Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of 9% from the date when such an excess amount was paid by the allottee. If there is any increase in the carpet area allotted to Allottee, the Owner / Promoter shall demand addition amount from the allottee as per the next milestone of the

Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

- 1.5 The Owner / Promoter hereby declare that the Base Floor Space Index available as on date in respect of the project land is 28810.80 sq.mtrs. and the promoter is entitle to utilized FSI 50926.20 sq.mtrs. by TDR. The Owner/Promoter has disclosed in aggregate the Floor Space Index of 50917.90 as proposed to be utilized by them on the project land in the said Project and Allottee has agreed to purchase the said property based on the proposed construction and sale of said property to be carried out by the Owner/Promoter by utilizing the available FSI and on the understanding that the declared FSI shall belong to Owner/Promoter only.
- 1.6. All the members including party of the second part shall have right to use the Open Terrace situated above the Top Floor of 'the Project', except terrace right which is directly attached with the penthouse type property as well as attached with/adjacent to the flat and specifically mentioned in this presence. Commercial unit holder/allottee shall not have right in the terrace.
- 1.7A Notwithstanding anything contained in this Agreement, for the convenience of the allocation of the parking (Forming part of the Common Area and Facilities) to the Allottee and for further convenience of the Allottee and Maintenance Society, the right to allocate parking space will always be at the sole discretion of the Promoter. Thus, the Promoter hereby permits the Allottees of the residential units to use Parking Space as mentioned in the parking letter and the allottees of the commercial units shall park their vehicle in front of commercial units/building on first come first basis and allottee of residential units shall not park his/their vehicles in front side of commercial units. The allocation of these spaces shall be at the sole discretion of the Promoter and the Allottee hereby agrees to the same. The Allottee is aware that the Promoter has in the like manner allocated / shall be allocating other Parking Spaces to other purchasers of the Unit(s) in the Project and undertakes not to raise any objection in that regard and any rights of the Allottee to raise any such objection is hereby waived by the

Allottee. The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Maintenance Society, cause such Maintenance Society to confirm and ratify and shall not permit the Maintenance Society to alter or change the allocation of Parking Spaces in the manner allocated by the Promoter to the various purchasers (including the Allottee herein) of the property(s) in the Project.

1.7 B. The Allottee hereto agrees and acknowledges that at the time of handover the maintenance and management to the Maintenance Society, the Promoter shall earmark certain Parking Spaces for use by such unsold units and the Allottee hereby agrees and shall cause the Maintenance Society to ensure that these Parking Spaces are kept available for use by the Allottees / occupants of the unsold units.

1.7C. That the Allottee hereby undertakes to sign all necessary undertakings, affidavits, bonds, declarations, confirmations required in the same concern as well as regarding any of the covenants agreed under this Agreement. Furthermore, all the terms and conditions as well as all the bindings / undertakings of such documents signed by the Allottee shall be binding upon the transferees / assignees / successors / tenants and future owners and occupiers and users of the said Property.

1.8 Subject to Clause 10.3 the Owner/Promoter agrees and acknowledges, the Allottee shall have the right to “the said property” as mentioned below:

(i) The Allottee shall have exclusive ownership of “the said property”;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall

always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Owner / Promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act;

- (iii) That the computation of the price of “the said property” includes recovery of price of land, construction of [not only “the said property” but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Owner/Promoter and the Allottee agrees that “the said property” shall be treated as a single indivisible said property for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project’s facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Owner/Promoter agrees to pay all outgoings before transferring the physical possession of “the said property” to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Owner/Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring “the said property” to the Allottees, the Owner/Promoter agrees to be liable,

even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

2. MODE OF PAYMENT

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

2.2 The Allottee has paid an amount details of which is mentioned herein above on or before execution of this agreement (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that promoter the balance amount in the following manner:-

- i. Amount of Rs...../- (...) (not exceeding 30% of the total consideration) to be paid to the promoter on after 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 property 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 property 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 property.
- 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 property.

- vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and extranal plaster, elevation, terraces with waterproofing, of the building or wing in which the said property 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 building and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said property is located.
- viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the said property to the Allottee on or after receipt of occupancy certificate or completion certificate.

- 2.3 The Allottee agrees to pay to the Owner/Promoter, interest at the rate of 9% per annum, on all the delayed payment which become due and payable by the Allottee to the Owner/Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Owner/Promoter. Provided however that nothing contained in this clause, shall affect the right of the Owner/Promoter to terminate this Agreement, in accordance with Clause No. 10.3, on the Allottee committing default in payment on due date of the amounts so payable.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Owner / Promoter with such permission, approvals which

would enable the Owner / Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Owner/Promoter accept no responsibility in this regard. The Allottee shall keep the Owner/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Owner/Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Owner/Promoter shall not be responsible towards payment/remittances made by any third party on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said property applied for herein in any way and the Owner / Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Owner/Promoter as well as the Allottee. The Owner/Promoter shall abide by the time schedule for

completing the project and handing over the Unit/said property to the Allottee and the common areas to the association of the Allottees after receiving the Building Use Permission, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner/ Promoter.

6. CONSTRUCTION OF THE PROJECT/SAID PROPERTY

- 6.1 The Allottee has seen the specifications of the Said property and accepted the Payment Plan, Floor plan, Layout plan which has been approved by the competent authority, as represented by the Owner/Promoter. The Owner/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Owner/Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws and density norms and provisions prescribed by the G.D.C.R.
- 6.2 The Owner/Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of “the said property” to the Allottee, obtain from the concerned local authority occupancy and/or Building Use Permission in respect of “the said property”.
- 6.3 It is agreed that the Owner/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of “the said property”, as the case may be, without the previous written consent of the Allottee. Provided that the Owner / Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

7. POSSESSION OF “THE SAID PROPERTY”

- 7.1 Schedule for possession of the said property: The Owner / Promoter agree and understand that timely delivery of possession of “the said property” is the essence of the Agreement. The Promoter shall give possession of the said property to the allottee on or before **31/07/2030** (hereinafter referred to as “**the scheduled date of possession**”), unless there is delay or failure due to war, civil commotion, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or act of God or any notice, order, rule, notification of the Government or competent authority/court affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owner / Promoter shall be entitled to reasonable extension of time for delivery of possession of “the said property”, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.
- 7.2 The Allottee agrees and confirms that, in the event it becomes impossible for the Owner / Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner / Promoter shall refund to the Allottee the entire amount received by the Owner / Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Owner / Promoter and that the Owner / Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.3 In the event the Owner / Promoter fails to abide by the time schedule for completing the project and does not hand over the possession of “the said property” to the Allottee by the scheduled date of possession, the Owner / Promoter shall pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 9% per annum on all the amounts paid by the Allottee, for every month of delay, till the date of handing over of the possession.
- 7.4 Procedure for taking possession - The Owner/Promoter, upon obtaining the Building Use Permission from the competent

authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of “the said property” to the Allottee in terms of this Agreement, to be taken within 3 (three) months from the date of issue of such written notice and the Owner/Promoter shall give possession of “the said property” to the Allottee. The Owner/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Owner / Promoter. The Allottee agree(s) to pay the maintenance charges from the date of Building Use Permission as determined by the Owner / Promoter/ association of Allottees, as the case may be. The Owner / Promoter on its behalf shall offer the possession to the Allottee in writing within Fifteen (15) days of receiving the Building Use Permission of the Project.

- 7.5 The Allottee shall take possession of “the said property” within 15 days of the written notice from the Owner / Promoter to the Allottee intimating that “the said property” is ready for use and occupancy.
- 7.6 **Failure of Allottee to take Possession of Said Property:** Upon receiving a written intimation from the Owner/Promoter as per clause 7.4, the Allottee shall take possession of “the said property” from the Owner/ Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner / Promoter shall give possession of “the said property” to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.5, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.7 **Possession by the Allottee** - After obtaining the Building Use Permission and handing over physical possession of “the said property” to the Allottees, it shall be the responsibility of the Owner / Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- 7.8 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Owner / Promoter, the Owner / Promoter herein is entitled to charge 5% amount of total consideration value as cancellation charges from the Allottee. The

Owner/Promoter shall deduct the said cancellation charges from the amount already paid by Allottee and return the excess amount if any to the Allottee within 45 days of such cancellation.

- 7.9 **Compensation** – The Owner / Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Owner / Promoter fails to complete or is unable to give possession of the Unit/Said Property (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Owner / Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Owner / Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit/Said Property, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Owner / Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit/Said Property.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER / PROMOTER

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

- (i) The Owner / Promoter has absolute, clear and marketable title with respect to the Said Land; Accordingly the Owner / Promoter has requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;

- (ii) The Owner / Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project except as mention in title report.
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Unit/Said Property except as mention in title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit/Said Property are valid and subsisting and have been obtained by following due process of law. Further, the Owner / Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Unit/Said Property and common areas;
- (vi) The Owner/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Owner/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit/Said property which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the said Unit/Said property to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Owner/ Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit/ Said property to the Allottee and the

common areas to the Association of the Allottees/Society of the Allottees;

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Owner / Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Owner / Promoter in respect of the said Land and/or the Project.

9. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

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

- a) In order to ensure timely payments of the proportionate rates and taxes applicable to individual Units as calculated by the Owner/Promoter, the Allottee shall deposit reasonable amounts on a prorata basis with the Owner / Promoter.
- b) To be liable and responsible for direct payment of electricity and other utilities consumed in or relating to the said unit wholly. And also to be liable and responsible to pay from the date of building use permission proportionately in relation to common parts which shall be paid by the Maintenance Society.

- c) Not to subdivide the said unit and/or parking space, if allocated, or any portion thereof.
- d) Not to do any act deed or thing to obstruct the construction and completion of the said Unit/Building in any manner whatsoever and notwithstanding any temporary obstruction in the Allottee's enjoyment of the said unit.
- e) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in any part of the Building including common areas etc. except in the garbage bin provided for.
- f) Not to discharge into any conducting medial any oil or grease or discharge solid or semi-solid waste into the waste and soil discharge lines or discharge any harmful effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting medial or drainage of the said Scheme.
- g) Not to cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damages to any flooring or ceiling of the said unit or any other portion over or below the said unit or adjacent to the said unit or in any manner interfere with the use and right and enjoyment thereof or of any open spaces, passages or amenities available for common use.
- h) Not to damage or demolish or cause to be damaged or demolished the said unit and/or the fittings & fixtures affixed thereto or any part thereof at any time.
- i) Not to close or permit the closing of verandah or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or balconies or any external walls, or both the faces of outside doors and windows, including grill of the said unit which in the opinion of the Owner / Promoter differs from the design and colour scheme of the Building or may affect the elevation in respect of the exterior walls of the Building.

In case the Allottee shall require to put grills on the exterior part of his/her/its unit, the design of the same shall be approved by Owner / Promoter in advance but in no event the Allottee shall install any box type grills.

- j) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said unit or any part of the Building or cause increased premium to be payable in respect thereof, if the Building is insured.
- k) Not to make any structural addition and/or alteration such as in beams, columns, partition walls etc. in the said Unit except with the prior approval in writing of the Owner / Promoter and with the sanction of Ahmedabad Municipal Corporation and/or concerned authority.
- l) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the constructions of the Building or any part thereof.
- m) Not to fix or install any antenna on the roof or terrace of the said Scheme/Project nor shall fix any window antenna except the demarcated area provided by the Owner/ Promoter.
- n) Not to install any air conditioners and/or exhaust fans, save and except at such places as are provided for the same or at such places as may be designated by the Owner / Promoter.
- o) Not to run the business which may create nuisance and garbage, such as Pan Parlour, Garage, Floor Mill, Fabrication, Restaurant with chimney, Spa etc. for himself/herself/themselves and/or the allottee shall not rent/lease to the person/s for the purpose of such kind of business.
- p) Not to use the said unit or permit the same to be used for any purpose other than residential viz. for commercial use and for purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the Building or

to the owners and occupiers of the neighbouring units /premises or for any illegal or immoral purposes or as boarding house, guest house, nursing home, amusement or entertainment centre, eating or catering place, dispensary or a meeting place whatsoever. Not to use the said Unit or any part thereof for any political meeting nor for any dangerous noxious or offensive trade or business or for holding any Lotteries Auctions or Gambling including Pool Tables and Bowling Alleys or Diagnostic Laboratory or Chamber either for a Doctor or a Nursing Home or for any other purpose without the consent of the Owner / Promoter. Not to keep in the parking space, if allotted, anything other than private motor car or motorcycle and shall not raise or put up any kutcha or pucca construction thereon or part thereof and shall keep it always open as before. Dwelling or staying by any person or blocking by putting any article shall not be allowed in the car parking space.

- q) Not to park car scooter or any vehicle on the pathway or No Vehicle Zone or open spaces of the Building or at any other place except the space allocated for car/scooter or any other motor vehicle parking.
- r) Not to keep or store in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable, radioactive or explosive or which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise save as may be normal and compatible with good class Building.
- s) To abide by such rules and regulation as may be made applicable by the Owner / Promoter before the formation of the holding organization and/or adhere to the building organization after it is incorporated to comply with and/or adhere to the buildings and regulations of such holding organization.
- t) The Allottee shall not be entitled to grant lease / leave & license / concession / right of any other nature or type for installing of Bill Board / Microwave Antenna, Communication Tower over the roof of lift machine room / overhead water tank, stair cabin and if any such activity is

found the Owner / Promoter shall be entitled to remove every article from the terrace without giving any opportunity and in such case neither the member nor the transferee / assignee / allottee shall be entitled to claim any damages / compensation for any damages may occurred during removal of all the articles from the terrace.

- u) To maintain “the said property” at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of “the said property” is taken and shall not do or suffer to be done anything in or to the building in which “the said property” is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which “the said property” is situated and “the said property” itself or any part thereof without the consent of the local authorities, if required.
- v) Not to store in “the said property” any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which “the Said property” is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which “the said property” is situated, including entrances of the building in which “the said property” is situated and in case any damage is caused to the building in which “the said property” is situated or “the said property” on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- w) To carry out at his/her/their own cost all internal repairs to the said property and maintain “the said property” in the same condition, state and order in which it was delivered by the Owner / Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which “the said property” is situated or “the said property” which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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.

- x) Not to change or cause to change the name of the Project- 'SHALIGRAM PRESTIGE' under any circumstances.

10 EVENTS OF DEFAULTS AND CONSEQUENCES

10.1 Subject to the Force Majeure clause, the Owner / Promoter shall be considered under a condition of Default, in the following events:

- (i) Owner / Promoter fails to provide ready to move in possession of the Unit/Said Property to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that "the said property" shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Owner / Promoter's business as an Owner / Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

10.2 In case of Default by Owner / Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Owner / Promoter as demanded by the Owner / Promoter. If the Allottee stops making payments, the Owner / Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Owner / Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of "the said property", along with interest at the rate specified in the Rules within 45 (forty-five) days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Owner/Promoter,

interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Unit/Said Property.

10.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) **Non-payment of dues:** If the Allottee is in breach of any of his/her/its obligations under this Agreement, including but not limited to making payment of the amounts as per the Payment Plan, Interest (if any), Taxes as may be payable by the Allottee in terms of this Agreement, other outgoings etc. within 15 (fifteen) days of the date of receipt of the letter issued/email sent by the Promoter, the Allottee shall be deemed to be in default.

In the event of such default, the Promoter shall issue notice of such default (“Default Notice”) to the Allottee and the Allottee shall be provided with a further period of 15 (fifteen) days from the Default Notice to cure the said default.

In the event that the Allottee fails to cure such default within 15 (fifteen) days from the Default Notice (or such default is not capable of being rectified), the Promoter shall have the option to terminate this Agreement by sending a notice of termination by registered AD / speed post.

- (ii) **Attempt to Defame:** The Allottee agrees not to do or cause to be done by any party known to him/it/her any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Project Land or the Promoter or its representatives. In the event the Allottee does or any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by sending the notice of termination by registered AD / speed post.

- (iii) **Prolonged Stoppage in construction:** In the event the construction of the floor of the Building in which the said property is located has been stopped for a period of more than 1 (one) year due to Applicable Law or otherwise, the

Promoter shall have the option to terminate this Agreement by sending the notice of termination by registered AD / speed post.

After the termination notice, as referred above, the Promoter shall have the right to terminate/ cancel the Agreement unilaterally by executing a cancellation deed in respect of this Agreement and shall unilaterally register the same with the concerned sub-registrar of assurances at the cost and expenses of the Allottee

11. CONVEYANCE OF THE SAID PROPERTY

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

12. MAINTENANCE OF THE SAID BUILDING / SAID PROPERTY / PROJECT

- 12.1 The Owner / Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottees / Maintenance Society / Service Society.
- 12.2 The Owner / Promoter will form a Maintenance Society for the purpose of maintenance and upkeep of the said Project including common parts and elements and the Allottee shall co - operate fully with the Owner / Promoter and shall sign all documents and necessary papers for the purpose.

- 12.3 The Allottee agrees to observe the rules, framed from time to time by the Owner / Promoter / Maintenance Society for quiet and peaceful enjoyment of the said property and common areas, amenities of the Project. The Allottee shall proportionately liable and accept the payments made by association of the Allottees / Maintenance Society /Service Society on account of the common expenses and other outgoing expenses and Allottee shall pay to the association of the Allottees/Maintenance Society/Service Society, the non-refundable monthly maintenance on proportionate basis on demand as and when required.
- 12.4 No individual / independent Allottee or group of Allottees will form any other Ad-Hoc-Committee, Holding Organization or Maintenance Society / Company, other than the one formed by the Owner/Promoter nor will the Owner/Promoter be obliged to recognize one, if at all formed, despite this restriction, unless the same has the 100% collective mandate of all the Allottees.
- 12.5 All Maintenance Charges, payments for common purposes, taxes, mutation fees and all other outgoings shall be paid to and kept with the Maintenance Society. The common maintenance deposits shall be paid by the Allottee to the Owner / Promoter / Maintenance society before execution of Sale deed.
- 12.6 The Allottee shall be proportionately liable for payments of the common expenses and other outgoing expenses from the date of possession of the said property, including the rates and taxes for and/or in respect of the said Project. The Allottee shall also be liable and responsible for payment of the Municipal rates and taxes for “the said property” from the date of possession and pay the same to the Owner / Promoter / Maintenance Society as the case may be on proportionate basis on demand, till such time the mutation of individual Residential/Commercial Units are completed in government records and individual Allottees are assessed separately.
- 12.7 The Owner / Promoter from time to time may change, alter, add to or modify the Rules of the Maintenance Society and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of “the said property” by their respective Owners or for the mutual benefit of the Co-Owners.

13. DEFECT LIABILITY

- 13.1 “Structural Defects” means any defect related to the load bearing structure of the Building. This shall not include non-load bearing elements or water proofing. If within a period of five years from the date of handing over the possession of the said property to the Allottee, the Allottee brings to the notice of the Promoter any Structural Defect in the said property or any defects on account of workmanship, quality or provision of services (excluding wear and tear and misuse), then, wherever possible such defects (unless caused by or attributable to the Allottee) shall be rectified by the Promoter at his/ her/ 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, reasonable compensation for rectifying such defect based on the estimated cost of rectifying such defects as determined by the Architect of the Promoter. Provided that the Promoter shall not be liable in respect 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.
- 13.2 In case where guarantees and warranties are provided by the product suppliers or service vendors, the same shall be extended to the Purchaser/Allottee and to honour such warranties and guarantees shall be at the sole discretion of the party providing the same. Further where the manufacturer guarantee/warranty as provided by the party ends before the defects liability period and such warranties are covered under the maintenance of the said Unit/Project and if the annual maintenance contracts are not done/renewed by the Purchaser/s /Maintenance Society, the Owner / Promoter shall not be responsible for any defects occurring due to the same.
- 13.3 Notwithstanding anything stated in this clause or elsewhere in this Agreement, the Promoter shall not be in any way liable to repair or provide compensation for Structural Defects as set out in this clause where the Allottee has made any structural changes in the said property or in the materials used thereon.

- 13.4 The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/ warranty contracts.
- 13.5 The Parties hereby agree that the warranty period for the fixtures, fittings, articles, things and various other facilities/ amenities used/ installed for development of the said property / Building/ Project, shall be as per the warranties given by the respective manufacturers of such articles. It is further agreed that the Promoter shall not be liable in any manner for any defects in such materials and related works. Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said said property / Building, and if the annual maintenance contracts are not done/ renewed by the Allottee/ Maintenance Society, the Promoter shall not be responsible for any defects occurring due to the same.
- 13.6 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert, who shall be a jointly nominated surveyor, who shall survey and access the same and shall then submit a report to state the defects (if any) in materials used, in the structure built of the said property and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

14. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES :-

The Allottee hereby agrees to purchase the Unit/Said Property on the specific understanding that his/her/it right to the use of Common Areas shall be subject to timely payment of total maintenance charges as determined and thereafter billed by the maintenance agency appointed or the association of Allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottees from time to time.

15. RIGHT TO ENTER “THE SAID PROPERTY” FOR REPAIRS

The Owner / Promoter / maintenance agency /association of Allottees /Service Society shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Unit/Said Property or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

16. USAGE

16.1 The Allottee shall use “the said property” or any part thereof or permit the same to be used only for the lawful Residential purpose or commercial purpose as the case may be. The Allottee shall use the garage or parking space only for purpose of keeping or parking vehicle.

16.2 Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within “**SHALIGRAM PRESTIGE**”, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per plans. The Allottee shall not be permitted to use the services areas and the basement in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

17. GENERAL COMPLIANCE WITH RESPECT TO “THE SAID PROPERTY: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Unit/Said Property at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or “the said property”, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to “the said property” and keep

“the said property”, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Unit/Said Property or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit/Said Property. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner / Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE :** The Allottee is entering into this Agreement for the allotment of a said property with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said property, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of “the said property”/ at his/ her own cost.
- 19. ADDITIONAL CONSTRUCTIONS** The Owner/ Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

20. OWNER / PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE After the Owner / Promoter executes this Agreement they shall not mortgage or create a charge on the [Unit/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 property [Unit/Said Property /Building].

21. PROPERTY OWNERSHIP ACT (OF THE RELEVANT STATE): The Owner / Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the prevailing law/regulations. The Owner / Promoter showing compliance of various laws/regulations as applicable.

22. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Owner / Promoter does not create a binding obligation on the part of the Owner / Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules 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 Owner / Promoter. If the Allottee(s) fails to execute and deliver to the Owner / 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 Owner / Promoter, then the Owner / Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) 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.

23. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other

agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/Said Property /building, as the case may be.

24. RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties.

25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

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

26. WAIVER NOT A LIMITATION TO ENFORCE

26.1 The Owner / Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Owner / Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owner / Promoter to exercise such discretion in the case of other Allottees.

26.2 Failure on the part of the Owner / Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

27. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there-under 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 there under 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.

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

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 the proportion which the carpet area of the Unit/Said Property bears to the total carpet area of all the Unit/Said Property in the Project or lump-sum as decided by the society.

29. FURTHER ASSURANCES

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.

30. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Owner / Promoter through its authorized signatory at the Owner / Promoter's Office, or at some other place, which may be mutually agreed between the Owner / Promoter and the Allottee, in Ahmedabad after the Agreement is duly executed by the Allottee and the Owner / Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concern Sub-Registrar. This Agreement is executed in accordance

with the provisions of section 13 of the Act and shall be presented for registration as per provisions of the Registration Act, 1908.

31. NOTICES

That all notices to be served on the Allottee and the Owner / Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Owner / Promoter by Registered Post at their respective addresses as mentioned hereinabove.

It shall be the duty of the Allottee and the Owner / 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 Owner / Promoter or the Allottee, as the case may be.

32. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Owner / Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

33. STAMP DUTY AND REGISTRATION:

- 33.1 All Stamp Duty, Registration charges, Advocate fee and incidental expenses for and/or in relation to this Agreement shall be borne by the Owner/promoter. And Stamp Duty, Registration fees and other expenses for the registration of Conveyance of the said property in the said Project and also for any other assurances/deeds required to be made for in relation to the same, shall be paid by the Allottee.

33.2 The Allottee and/or Owner / Promoter shall present this Agreement as well as the conveyance at the proper registration office of Sub Registrar within the time limit prescribed by the Registration Act.

33.3 That all partners of the Promoter Limited Liability Partnership Firm have appointed Prafulkumar Virjibhai Kachhadia as its authorized signatory to sign all the agreements and deeds on behalf of the aforesaid firm.

34. GOVERNING LAW

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

35. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the competent authority as per provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.

-. SCHEDULE-I :-

All that piece and parcel of freehold non-agricultural land situate lying and being at SHALIGRAM PRESTIGE, Sarkhej, Ahmedabad bearing Survey No. 473/2, 473/3, 475/1 and 469/2 of Mouje Sarkhej of Vejalpur Taluka in the Registration District Ahmedabad and Sub-District of Ahmedabad-4 (Paldi) allotted with Final Plot No. 959+955 of Town Planning Scheme No. 204 (Sarkhej-Okaf-Makarba-Vejalpur-Ambli) measuring 16006 Sq. Mtrs., and the said project land is bounded as follows:-

East: F.P. No. 956 & 1147
West: 36 Mtrs. Road
North: F.P. No. 958
South: 30 Mtrs. Road & F.P. No. 1147

SCHEDULE-II

A property bearing Flat/Shop No.admeasuring Sq. mtrs. (built-up) and having Sq. mtrs. internal carpet area, Sq. mtrs. Balcony area and Sq. mtrs. Wash area totaling to Sq. mtrs. (carpet area) situated on Floor of Block in a scheme known as a “**SHALIGRAM PRESTIGE**” to be constructed on non-agricultural land bearing Final plot no. 959+955 admeasuring 16006 sq. mtrs. of Town Planning scheme no. 204 (Sarkhej-Okaf-Makarba-Vejalpur-Ambli) allotted in lieu of Survey no. 473/2 admeasuring 2226 sq. mtrs., 473/3 admeasuring 10927 sq. mtrs., 475/1 admeasuring 7253 sq. mtrs. and 469/2 admeasuring 6273 sq. mtrs. totaling to 26,679 Sq. Mtrs. lying and being at Mouje Village Sarkhej, Ta. Vejalpur, Registration Sub District Ahmedabad-4 (Paldi), District Ahmedabad, together with proportionate undivided share admeasuringsq. mtrs.in the project land and the property is Bounded as under:

East :
West :
North :
South :

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 SEALED AND DELIVERED]

BY THE OWNER / PROMOTER]

M/s. Shaligram Space LLP]

Represented by its authorised signatory]

Mr. Prafulkumar Virjibhai Kachhadia]_____

In the Presence of:-

1. _____

2. _____

-. ANNEXURE-A :-

(Plan)

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ANNEXURE-B

(Part-1)

The common amenities and facilities in the said scheme.

- 1) Two lifts, staircase, stair cabin in each block.
- 2) Parking facility in basement as well as on ground floor for two wheeler and four wheeler.
- 3) Common underground water tank with pressure pump.
- 4) Compound Wall
- 5) Drainage connection
- 6) RCC Road.
- 7) Attractive Main gate with security cabin
- 8) Water supply through the overhead water tank with required capacity.
- 9) Water proofing in common terrace at top floor of each block.

(Part-2)

Specification

1)	Flooring	Vitrified Tiles in Drawing, Dinning, Kitchen and every Bed Room.
2)	Kitchen	Granite finished platform with SS Sink and glazed tiles dado up to lintel level
3)	Electrification	Concealed copper flexible wiring, adequate electric point and modular switches.
4)	Toilet/Bathroom	Glazed tiles flooring and lintel level dado, PVC, UPVC, CPVC pipe concealed plumbing with premium CP and ceramic fittings
5)	Wall finish	Mala/Sand face plaster on exterior with Apex / Texture colour and inside single coat finished plaster with wall putty.

6)	Window-Door	Main door decorative and other flush door with wooden/granite frame and powder coating aluminum section windows with stone seal and Glass Door in commercial units.
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