

DRAFT
Agreement to Sell
(WITHOUT POSSESSION)

This Agreement to Sell is made at Ahmedabad on this _____ day of _____ in the year Two Thousand and Twenty-_____

By and between:

SAVERA SHRISTI LLP, a Limited Liability Partnership registered with the Registrar of Companies on 07/11/2023 under LLP Identifications Number : ACK – 2559 and having its Registered office situate at 3rd Floor, KHANDWALA House, IFS House, Near Hotel Landmark, Ambli - Bopal BRTS Road, Ambli, Ahmedabad – 380 058 **PAN NO.AAZFB1860G** hereinafter referred to as "the Promoter/the Vendor" (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include the said LLP and its partners from time to time and each of them and their respective heirs, executors, administrators and assigns) of the One Part

And

(1) _____, aged about __ Occupation _____, residing at _____, Ahmedabad PAN CARD NO._____, AADHAR CARD NO._____ and (2) _____, aged about __ Occupation _____, PAN CARD NO._____, AADHAR CARD NO._____, both residing at _____, _____ Ahmedabad – _____ hereinafter referred to as "the Purchaser/s" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said Purchaser/s and his/ their respective heirs, executors, administrators and assigns) of the Other Part.

In this Agreement reference to "a person" includes (as the contract requires) an Individual, a Proprietorship, a Partnership Firm, a Company, a Body Corporate, a

Co-Operative Society, an Entity authority or anybody, an Association or Organization of individuals or persons whether incorporated or not.

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

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

WHEREAS, by a Deed of Conveyance dated 12th day of February, 2025, registered with the Sub-Registrar, Ahmedabad - 9 (Bopal) under Serial No.2989, executed by (1)Sandhyaben Deepakbhai Ravani, (2)Hinaben Chandreshbhai Ravani, (3)Yogeshbhai Navinchandra Ravani and (4)Naimish Navinchandra Ravani (hereinafter referred to as the “Erstwhile Owner”) in favour of the Promoter herein the Erstwhile Owners, sold and conveyed all that piece or parcel of Multi use purpose Non Agricultural land bearing Revenue Survey Nos. 473/1 and 473/2 and Final Plot No.364 of T.P.S. No. 204 admeasuring 9652 sq.mts. or thereabouts of Mouje Makarba of Old Ahmedabad City West Taluka and New Vejalpur Taluka in the Registration District of Ahmedabad and Sub District of Ahmedabad – 4 (Paldi) (hereinafter referred to as the “Project Land”). The Entry to that effect was also entered in the revenue records viz. Village Form No.7/12 on 15/02/2025 under Serial No.19654 duly certified by the concerned revenue authority and since then the Vendor/the Promoter is absolute seized and possessed off and otherwise well and sufficiently entitled to the Project Land more particularly described in the **Schedule-A** hereunder subject to the mortgage charge of **Aditya Birla Housing Finance Limited**.

AND WHEREAS the Earstwhile Owners had prior to sale of the land to the Promoter had applied for conversions of the said land to Multipurpose Non-Agricultural Use and the Collector, Ahmedabad had vide his order dated 19/12/2019 got the land of Survey No.473/1 and Final Plot No.364 (Paiki) of Town Planning Scheme No.204 admeasuring 4826 sq.mts. or thereabouts into Non Agricultural Multi use purpose and the Collector, Ahmedabad vide his order dated 19/12/2019 had duly converted the land of Survey No.473/2 and Final Plot No.364 (Paiki) of Town Planning Scheme No.204 admeasuring 4826 sq.mts. or thereabouts

into Non Agricultural Multi use purpose. The Entries to that effect were also entered in the revenue records of mutation entry book viz. Village Form No. 6 on 19/12/2019 under Serial No. 16592 and 16593 duly certified by the concerned revenue authority followed by Village Form No. 7 & 12.

AND WHEREAS the plans for construction has been duly approved by Ahmedabad Municipal Corporation vide its Development Permission being Rajja Chitti No. BHNTS/SWZ/151024/CGDCRV/A8730/R1/M1 dated 17/02/2025 and the plans for construction have been approved for construction of Residential Building being Block No. A+B consisting of Electric Sub-Station, Equipment Room, Meter Room, Society Common Amenities, Parking on the Ground Floor, 4 (Four) Residential Units and Society Common Amenities on the First Floor, 8 (Eight) Residential Units each on the Second to Fourth Floor, 8 (Eight) Residential Units on the Fifth Floor (with Refuge Area), 8 (Eight) Residential Units each on Sixth and Seventh Floor, 8 (Eight) Residential Unit on the Eighth Floor (with Refuge Area), 8 (Eight) Residential Unit on the Ninth Floor, Stair Cabin and Overhead Water Tank and Commercial Cum Residential Building bearing Block No. C+D+E+F+G on the said project land consisting of consisting of Parking in Third Cellar, Second Cellar and First Cellar, 24 (Twenty Four) Shops on the Group Floor, Equipment Room Meter Room on the Ground Floor, 15(Fifteen) Residential Units and 10 (Ten) Shops on the First Floor, 18 (Eighteen) Residential Units each on the Second to Fourth Floor, 18 (Eighteen) Residential Units on the Fifth Floor (with Refuge Area), 18 (Eighteen) Residential Units each on Sixth and Seventh Floor, 18 (Eighteen) Residential Unit on the Eighth Floor (with Refuge Area), 18 (Eighteen) Residential Unit each on the Ninth and Tenth Floor, Stair Cabin and Overhead Water Tank

AND WHEREAS, the Promoter has registered the said Project under the provisions of the Real Estate [Regulation and Development] Act, 2016 at Registration No. **PR/GJ/AHMEDABAD/DASKROI/Ahmedabad Municipal Corporation/MAA15276/300525/311230** on dated **30/05/2025** with the Real Estate Regulatory Authority, Gujarat State [Ahmedabad]. Authenticated Copy is attached as “**Annexure B**”. RERA 2016 is referred hereinafter in this indenture as the “said Act”.

AND WHEREAS the Promoters/ the Vendor is entitled and enjoined upon as per the approved plans to construct commercial cum residential building on the project land;

AND WHEREAS the Promoter/the Vendor is in possession of the project land.

AND WHEREAS the Promoter/ the Vendor has proposed to construct on the project land Building known as "**SHRISTII**" having construction of Residential Building being Block No. A+B on the project land consisting of Electric Sub-Station, Equipment Room, Meter Room, Society Common Amenities, Parking on the Ground Floor, 4 (Four) Residential Units and Society Common Amenities on the First Floor, 8 (Eight) Residential Units each on the Second to Fourth Floor, 8 (Eight) Residential Units on the Fifth Floor (with Refuge Area), 8 (Eight) Residential Units each on Sixth and Seventh Floor, 8 (Eight) Residential Unit on the Eighth Floor (with Refuge Area), 8 (Eight) Residential Unit on the Ninth Floor, Stair Cabin and Overhead Water Tank and Commercial Cum Residential Building bearing Block No. C+D+E+F+G on the said project land consisting of consisting of Parking in Third Cellar, Second Cellar and First Cellar, 24 (Twenty Four) Shops on the Group Floor, Equipment Room Meter Room on the Ground Floor, 15(Fifteen) Residential Units and 10 (Ten) Shops on the First Floor, 18 (Eighteen) Residential Units each on the Second to Fourth Floor, 18 (Eighteen) Residential Units on the Fifth Floor (with Refuge Area), 18 (Eighteen Residential Units each on Sixth and Seventh Floor, 18 (Eighteen) Residential Unit on the Eighth Floor (with Refuge Area), 18 (Eighteen) Residential Unit each on the Ninth and Tenth Floor, Stair Cabin and Overhead Water Tank

AND WHEREAS the Promoter/the Vendor has borrowed a project finance of Rs.100,00,00,000/ (Rupees One Hundred Crores) on the said project land and has mortgaged the said project land along with all construction present and future thereon to Aditya Birla Housing Finance Limited under and by virtue of Registered Mortgage Deed dated 26/04/2025 which has been duly registered with the Sub-Registrar, Ahmedabad – 4 (Paldi) on 02/05/2025 under Serial No.8294.

AND WHEREAS the Allottee/ the Purchaser has booked a **Flat No.** _____ on the _____ **Floor of Block No.** _____ **admeasuring** _____ **Sq. Mtrs., (Carpet**

Area), Balcony admeasuring _____ Sq. Mtrs., (Carpet Area) Wash Area admeasuring _____ Sq. Mtrs., making in all _____ Sq. Mtrs., (Carpet Area) and _____ Sq. Mtrs., of undivided proportionate share in the project land in the Building called "SHRISTII" to be constructed in the phase of the said project by the Promoter / Vendor (hereinafter referred to as "the said Flat/Property") more particularly described in the **Schedule B** hereunder written free from any charge or encumbrances and also free from reasonable doubts subject to the mortgage charge of Aditya Birla Housing Finance Limited.

Or

AND WHEREAS the Allottee/ the Purchaser has booked a **Shop No.** _____ on the _____ **Floor of Block No.** _____ admeasuring _____ Sq. Mtrs., (Carpet Area), and _____ Sq. Mtrs., of undivided proportionate share in the project land in the Building called "SHRISTII" to be constructed in the phase of the said project by the Promoter / Vendor (hereinafter referred to as "the said Shop/Property") more particularly described in the **Second Schedule/ Schedule B** hereunder written free from any charge or encumbrances and also free from reasonable doubts subject to the mortgage charge of Aditya Birla Housing Finance Limited.

AND WHEREAS by virtue of the ownership the Promoter/the Vendor has sole and exclusive right to sell the said property in the said building/s to be constructed/ constructed by the Promoter/ the Vendor on the project land and to enter into Agreement/s with the allottee(s)/s of the property to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee/the Purchaser, the Promoter/the Vendor has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect **VIDHI'S GAJJAR** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under and the Allottee/the Purchaser is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter/ the Vendor, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter/the Vendor to the project land on which the property is constructed or is to be constructed have also been inspected by the Allottee/the Purchaser and is satisfied in respect of the same.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority has been inspected by the Allottee/the Purchaser.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter/the Vendor and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project land has also been inspected by the Allottee/the Purchaser,

AND WHEREAS the authenticated copies of the plans and specifications of the property agreed to be purchased by the Allottee/ the Purchaser has been annexed and marked as “**Annexure A**”.

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

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/ the Vendor while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter/ the Vendor has accordingly commenced construction of the said building/s in accordance with the said plans.

AND WHEREAS the Allottee/ the Purchaser has applied to the Promoter/ the Vendor for allotment of the said **Flat/Shop** being constructed on the said Project land being the said property,

AND WHEREAS the carpet area of the said **Flat/Shop** is _____ **Sq. Mtrs.** and "carpet area" means the net usable floor area of a **Flat/Shop**, excluding the area covered by the external walls, areas under services shafts, open passages, balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the **Flat/Shop**.

AND WHEREAS, 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;

AND WHEREAS, prior to the execution of these presents the Allottee/ the Purchaser has paid to the Promoter/ the Vendor a sum of **Rs. _____/- (Rupees _____ only)** being part payment of the sale consideration of the property agreed to be sold by the Promoter/ the Vendor to the Allottee / the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter/ the Vendor both hereby admit and acknowledge) and the Allottee/ the Purchaser has agreed to pay to the Promoter/ the Vendor the balance of the sale consideration in the manner hereinafter appearing

AND WHEREAS, under section 13 of the said Act the Promoter/ the Vendor is required to execute a written Agreement for sale of said **residential Flat /commercial Shop** / property with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/ the Vendor hereby agrees to sell and the Allottee/ the Purchaser hereby agrees to purchase the **Flat/Shop/property**.

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

1(a) The Promoter/ the Vendor has commenced the construction of the said building/s known as "**SHRISTII**" having construction of Residential Building being Block No. A+B consisting of Electric Sub-Station, Equipment Room, Meter Room, Society Common Amenities, Parking on the Ground Floor, 4 (Four) Residential Units and Society Common Amenities on the First Floor, 8 (Eight) Residential Units each on the Second to Fourth Floor, 8 (Eight) Residential Units on the Fifth Floor (with Refuge Area), 8 (Eight) Residential Units each on Sixth and Seventh Floor, 8 (Eight) Residential Unit on the Eighth Floor (with Refuge Area), 8 (Eight) Residential Unit on the Ninth Floor, Stair Cabin and Overhead Water Tank and Commercial Cum Residential Building bearing Block No. C+D+E+F+G on the said project land consisting of consisting of Parking in Third Cellar, Second Cellar and First Cellar, 24 (Twenty Four) Shops on the Group Floor, Equipment Room Meter Room on the Ground Floor, 15(Fifteen) Residential Units and 10 (Ten) Shops on the First Floor, 18 (Eighteen) Residential Units each on the Second to Fourth Floor, 18 (Eighteen) Residential Units on the Fifth Floor (with Refuge Area), 18 (Eighteen Residential Units each on Sixth and Seventh Floor, 18 (Eighteen) Residential Unit on the Eighth Floor (with Refuge Area), 18 (Eighteen) Residential Unit each on the Ninth and Tenth Floor, Stair Cabin and Overhead Water Tank on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter/ the Vendor shall have to obtain prior consent in writing of the Allottee/ the Purchaser in respect of variations or modifications which may adversely affect the property of the Allottee/ the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Flat/Shop No. _____ in Block No. _____** having carpet area admeasuring **_____ Sq. Mtrs. on _____ Floor** of the building (hereinafter referred to as "the

Flat/Shop") for the consideration of **Rs._____/- (Rupees _____ only)** including the proportionate price of the undivided share in the land common areas and facilities appurtenant to the premises.

- (ii) The Allottee has paid on or before execution of this agreement a sum of **Rs._____/- (Rupees _____ only)** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs._____/- (Rupees _____ only)** in the following manner :-

- i. Amount of Rs._____/- (Rupees _____ only) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs._____/- (Rupees _____ only) to be paid to the Promoter on completion of the Plinth of the building.
- iii. Amount of Rs._____/- (Rupees _____ only) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building.
- iv. Amount of Rs._____/- (Rupees _____ only) to be paid to the Promoter on completion of the walls, internal plaster, of the said Flat.
- v. Amount of Rs._____/- (Rupees _____ only) (not exceeding 80 % of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Flat.
- vi. Amount of Rs._____/- (Rupees _____ only) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building.
- vii. Amount of Rs._____/- (Rupees _____ only) to be paid to the Promoter on completion of the Floorings, doors and windows 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.

viii Balance Amount of Rs. _____/- (Rupees _____ only) against and at the time of handing over of the possession of the **Flat/Shop** to the Allottee on or after receipt of occupancy certificate or completion certificate.

- 1(c) The total price as stated above excludes Taxes (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 and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the **Flat/Shop**, which shall be separately payable by the Allottee along with the payments as mentioned in 1(b) in the manner as may be decided by the Promoter.
- 1(d) The total 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 said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(e) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ SBI MCLR Plus 2% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of SBI MCLR + 2%, 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 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 rate per square meter as agreed in Clause 1(a)(i) to (iv) of this Agreement.
- 1(g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by **him/her/them** under any head(s) of dues against lawful outstanding, if any, in **his/her/their** 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.
- 2.1 The Promoter/ the Vendor 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 property to the Allottee/ the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the **Flat/Shop/property**.
- 2.2 Time is essence for the Promoter/ the Vendor as well as the Allottee/ the Purchaser. The Promoter/the Vendor shall abide by the time schedule for completing the project and handing over the **Flat/Shop/property** to the Allottee/ the Purchaser and the common areas to the Service Society of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/ the Purchaser shall make

timely payments of the installments and other dues payable by **him/her/them** and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter/ the Vendor as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter/ the Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 17373.60 square meters only and Promoter/ the Vendor has planned to utilize additional Floor Space Index of 26060.40 by availing FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the General Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to General Development Control Regulations, which are applicable to the said Project. The Promoter/ the Vendor has disclosed the Floor Space Index of 25199.37 Sq. Mtrs. and proposed to be utilized on the project land in the said Project and Allottee/ the Purchaser has agreed to purchase the said property based on the proposed construction and sale of property to be carried out by the Promoter/ the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter/ the Vendor only.

The Vendor/ Promoter shall not have any claim over FSI, Additional FSI, Common Areas and Common Terrace rights after Building Use Permission has been obtained and such rights if any will be enclosed by Service Society of Buyers.

- 4.1 If the Promoter/ the Vendor fails to abide by the time schedule for completing the project and handing over the property to the Allottee/ the Purchaser, the Promoter/ the Vendor agrees to pay to the Allottee/the Purchaser, who does not intend to withdraw from the project, interest at the rate of SBI MCLR + 2% per annum, on all the amounts paid by the Allottee/ the Purchaser, for every month of delay, till the date of issuance of Building Use Permission. The Allottee/ the Purchaser agrees to pay to the Promoter/ the Vendor, interest at the rate of SBI MCLR + 2% per annum, on all the delayed payment which becomes due and payable by the Allottee/ the Purchaser to the

Promoter/ the Vendor under the terms of this Agreement from the date the said amount is payable by the allottee(s)/ the Purchaser(s) to the Promoter/ the Vendor.

- 4.2 Without prejudice to the right of promoter/ the Vendor to charge interest in terms of sub clause 4.1 above, on the Allottee/ the Purchaser committing default in payment on due date of any amount due and payable by the Allottee/ the Purchaser to the Promoter/ the Vendor under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/ the Purchaser committing three defaults of payment of installments, the Promoter/ the Vendor shall at its own option, may terminate this Agreement: Provided that, Promoter/ the Vendor shall give notice of fifteen days in writing to the Allottee/ the Purchaser, by Registered Post AD at the address provided by the allottee/ the Purchaser and mail at the e-mail address provided by the Allottee/ the Purchaser, of its 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/ the Purchaser fails to rectify the breach or breaches mentioned by the Promoter/ the Vendor within the period of notice then at the end of such notice period, promoter/ the Vendor shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter/ the Vendor shall out of the amounts received from the Purchaser adjust and recover and forfeit a sum of 10% of the Booking Amount and GST which has already paid on the amounts received from the Purchaser and thereafter refund to the Allottee/ the Purchaser the balance amount within a period of thirty days of the termination.
5. 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/the Vendor at its option in the said building and the **Flat/Shop** as are set out in “**Annexure 'C'**”, annexed hereto.

6. The Promoter/ the Vendor shall give possession of the **Flat/Shop/property** to the Allottee/the Purchaser on or before 31st day of December, 2030. If the Promoter/the Vendor fails or avoids to give possession of the **Flat/Shop/property** to the Allottee/the Purchaser on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter/the Vendor shall be liable on demand to refund to the Allottee/the Purchaser the amounts already received by it in respect of the property with interest at the same rate as may mentioned in the clause 4.1 herein above from the date when the Promoter/the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter/the Vendor shall be entitled to reasonable extension of time for giving delivery of **Flat/Shop/property** on the aforesaid date, if the completion of building in which the property is to be situated is delayed on account of –

- (i) war, force majeure, civil commotion or act of God ;
 - (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- 7.1 Procedure for taking possession - The Promoter/the Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/the Purchaser as per the agreement shall offer in writing the possession of the property, to the Allottee/the Purchaser in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter/the Vendor shall give possession of the property to the Allottee /the Purchaser against the receipt of the entire full and final consideration and also against the execution and registration of the Deed of Conveyance in respect of the said **Flat/Shop/property**. The Promoter agrees and undertakes to indemnify the Allottee/the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/the Vendor. The Allottee/the Purchaser agree(s) to pay the maintenance charges as determined by the Promoter/the Vendor or Service

Society of Allottees/the Purchasers, as the case may be. The Promoter/the Vendor on its behalf shall offer the possession to the Allottee/ the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee/the Purchaser shall take possession of the **Flat/Shop/property** within 15 days of the written notice from the promoter/the Vendor to the Allottee/the Purchaser intimating that the said **Flat/Shop/property** is ready for use and occupancy:
- 7.3 Failure of Allottee/ the Purchaser to take Possession of **Flat/Shop/property**: Upon receiving a written intimation from the Promoter/ the Vendor as per clause 7.1, the Allottee/ the Purchaser shall take possession of the **Flat/Shop/property** from the Promoter/ the Vendor by executing and registering necessary indemnities, undertakings, Deed of Conveyance and such other documentation as prescribed in this Agreement, and the Promoter/ the Vendor shall give possession of the **Flat/Shop/property** to the allottee/the Purchaser. In case the Allottee/the Purchaser fails to take possession within the time provided in clause 7.1 such Allottee/the Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of **5 (Five)** years from the date of handing over the **Flat/Shop/property** to the Allottee/the Purchaser, the Allottee/the Purchaser brings to the notice of the Promoter/the Vendor any structural defect in the **Flat/Shop** or the building in which the **Flat/Shop** is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter/the Vendor at its own cost and in case it is not possible to rectify such defects, then the Allottee/the Purchaser shall be entitled to receive from the Promoter/the Vendor, compensation for such defect in the manner as provided under the Act. Provided that the Promoter/the Vendor 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/the Vendor or beyond the control of the Promoter/the Vendor.

8. The Allottee/the Purchaser shall use the **Flat** or any part thereof or permit the same to be used only for purpose of residence only but not for doing any commercial or illegal or paying guest activity. The Allottee/ Purchaser shall use the allotted parking space only for purpose of parking his personal non-commercial vehicles and not for any other purpose and shall also not park the vehicles in any other open place of the scheme.

Or

8. The Allottee/the Purchaser shall use the **Shop** or any part thereof or permit the same to be used only for genuine commercial purpose only but not for doing any illegal or non permitted commercial activity or paying guest activity. The Allottee/ Purchaser shall use the allotted parking space only for purpose of parking his personal non-commercial vehicles and not for any other purpose and shall also not park the vehicles in any other open place of the scheme.
9. The Allottee/the Purchaser along with other Allottee(s)/the Purchaser(s) of **Flat/Shop/property** in the building shall join in forming and registering the Service Society to be known by such name as the Promoter / the Vendor may decide and for this purpose also from time to time to sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Service Society and for becoming a member, including the bye-laws of the proposed Service Society and duly fill in, sign and return to the Promoter/ the Vendor within seven days of the same being forwarded by the Promoter/the Vendor to the Allottee/the Purchaser, so as to enable the Promoter/the Vendor to register the common organization of Allottee/the Purchaser. No objection shall be taken by the Allottee/the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Service Society or any other Competent Authority.
- 9.1 Within 15 days after notice in writing is given by the Promoter/the Vendor to the Allottee/the Purchaser that the property is ready for use and occupancy, the Allottee/the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the project land and Building/s namely local

taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Service Society is formed, the Allottee/ the Purchaser shall pay to the Promoter/the Vendor such proportionate share of outgoings as may be determined. The Allottee/the Purchaser further agrees that till the Allottee's/the Purchaser's share is so determined the Allottee/the Purchaser shall pay to the Promoter/the Vendor provisional Annual contribution of **Rs. _____/-** per year towards the outgoings. The amounts so paid by the Allottee/the Purchaser to the Promoter/the Vendor shall not carry any interest and remain with the Promoter/the Vendor until the same is transferred to the society as aforesaid.

10. Over and above the amounts mentioned in the agreement to be paid by the Allottee/the Purchaser, the Allottee/the Purchaser shall on or before delivery of possession of the said **Flat/Shop/property** shall pay to the Promoter/the Vendor such proportionate share of the outgoings as may be determined by the Promoter/the Vendor and which are not covered in any other provisions of this agreement.
11. The Allottee/the Purchaser shall pay to the Promoter/the Vendor a sum of **Rs. _____/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Service Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
12. At the time of registration of conveyance of the **Flat/Shop/property** the Allottee/ the Purchaser shall pay to the Promoter/the Vendor, full amount of stamp duty, registration and misc. out of pocket charges payable, on such conveyance or any document or instrument of transfer in respect of the **residential/commercial property** along with undivided share in the land.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i) The Promoter/the Vendor has clear and marketable title with respect to the project land subject to the mortgage charge of Aditya Birla Housing Finance Limited and the Promoter/the Vendor 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/the Vendor 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 except for the mortgage charge of Aditya Birla Housing Finance Limited and those disclosed in the title report;
- iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter/the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi) The Promoter/the Vendor 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 / the Purchaser created herein, may prejudicially be affected;
- vii) The Promoter/the Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said property which will, in any manner, affect the rights of Allottee /the Purchaser under this Agreement;
- viii) The Promoter/the Vendor confirms that the Promoter/the Vendor is not restricted in any manner whatsoever from selling the said residential/ commercial property to the Allottee/the Purchaser in the manner contemplated in this Agreement to Sell;
- ix) At the time of execution of the Conveyance Deed of the property to the Allottee/the Purchaser, the Promoter/the Vendor shall handover lawful, vacant, peaceful, physical possession of the residential/ commercial property along with the right to use of the common area and other facilities of the building Structure falling under of the maintenance to the Service Society of the Allottee/the Purchaser;
- x) The Promoter/the Vendor has duly paid and shall continues 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 date of obtaining of the Occupancy certificate and thereafter shall be paid by the Allottee/the Purchaser and by the Service Society formed thereafter;
- xi) The Promoter / the Vendor and/or the Service Society shall provide warranties for such goods and materials to the Allottee/ the Purchaser for which goods and materials warranties is given by the OEM/

Contractor and for such goods and materials with warranties, the Vendor/ the Promoter will not be responsible and the Allottee/ the Purchaser shall directly contact the OEM/ Contractor for any defect or maintenance and the Promoter/ the Vendor shall not be responsible for the same;

- xii) The Promoter/ the Vendor shall not be responsible for any damage or defect that may result owing to changes in the structure, civil work, finishing or any such interventions that shall be carried out by the Allottee/ the Purchaser and Allottee/purchaser has to compensate for such damages thereby Promoter/ the Vendor shall not be responsible for the same.
 - xiii) 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/the Vendor in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s the Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the residential unit/property may come, hereby covenants with the Promoter/the Vendor as follows: -
- i. To maintain the residential/ commercial property at the Allottee's/ the Purchaser's own cost in good and tenantable condition from the date that of possession of the property is taken and shall not do or suffer to be done anything in or to the building in which the 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 residential/commercial property is situated and the property itself or any part thereof without the consent of the local authorities or approval by the Competent Authority, if required.

- ii. Not to store in the residential/commercial 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 residential/commercial 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, lifts/elevators, common passages or any other structure of the building in which the property is situated, including entrances of the building in which the residential/ commercial property is situated and in case any damage is caused to the building in which the property is situated or the property on account of negligence or default of the Allottee/the Purchaser in this behalf, the Allottee/the Purchaser shall be liable for the consequences of the breach.
- iii. 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 Promoter to the Allottee/the Purchaser and shall not do or suffer to be done anything in or to the building in which the property is situated or the 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/the Purchaser committing any act in contravention of the above provision, the Allottee/the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the property or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the property or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the residential/commercial property is situated and shall keep the portion, sewers, drains and pipes in the residential/commercial property and the appurtenances thereto in good repair and tenantable condition, and in particular, so as to support

shelter and protect the other parts of the building in which the residential/ commercial property is situated and shall not change or in any other manner cause damage to columns, beams, external walls, slabs or RCC, or other structural changes in the property without the prior written permission of the Promoter/the Vendor and/or the Service Society.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance policy of the project land and the building in which the property is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance by the Allottee/purchaser.
- vi. Not to be allowed to throw dirt, rubbish, rags, garbage or other things or permit the same to be thrown from the said **Flat/Shop /property** in the compound or any portion of the project land and the building in which the residential unit /property is situated.
- vii. Pay to the Promoter/the Vendor within fifteen days of demand by the Promoter/the Vendor, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the property is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the property by the Allottee/the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Allottee/the Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement until all the dues payable by the Allottee/the Purchaser to the Promoter/the Vendor under this Agreement are fully paid up and the said property is duly

and legally transferred by the Promoter/the Vendor in favor of the Allottee/the Purchaser.

- x. The Allottee/the Purchaser shall observe and perform all the rules and regulations which the Service Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the property therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/the Purchaser shall also observe and perform all the stipulations and conditions laid down by the Service Society and by the Promoter/the Vendor for the scheme regarding the occupancy and use of the property in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement or any other executed agreement.

The amenities provided in the common area shall be maintained by the Service Society and the Purchaser is bound to pay his/her share of contribution timely to ensure the smooth running and maintenance of the aforementioned amenities.

- xi. The Allottee/the Vendor shall permit the Promoter/the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
15. The Promoter/the Vendor shall maintain a separate account in respect of sums received by the Promoter/the Vendor from the Allottee/the Purchaser as advance or deposit, sums received on account of the Service Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said property and Building or any part thereof. The Allottee/ the Purchaser shall have no claim save and except in respect of the property hereby agreed to be sold to **him/her/them** and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter/ the Vendor until the same is transferred after the receipt of entire consideration by the Promoter/ the Vendor from the Allottee/ the Purchaser as hereinbefore mentioned.
17. PROMOTER/VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter/the Vendor executes this Agreement it shall not mortgage or create a charge on the property except for the mortgage charge created by the Promoter/ the Vendor over the said project in favour of Aditya Birla Housing Finance Limited, 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/ the Purchaser who has taken or agreed to take such residential unit /property. The Promoter / Vendor further confirms that they shall get the mortgage charge over the said unit duly released by Aditya Birla Housing Finance Limited at the time of execution and registration of sale deed in favour of the Allottee/ the Purchaser;

The Promoter hereby represents, covenants and undertakes that the said Unit together with the Project Land is free from all encumbrances, charges, liens or mortgages except those disclosed in this Agreement. In the event any charge, lien, mortgage, encumbrance or liability has been or is created by the Promoter in favour of any Bank, Financial Institution or Lender for project finance or otherwise, the Promoter shall be solely responsible and liable to obtain the requisite 'No Dues Certificate'/ 'No Objection Certificate' and to ensure removal/release of such charge, lien, mortgage or encumbrance, before execution and registration of the Sale Deed in favour of the Allottee. The Allottee shall not be required to bear or discharge any such liability.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee/ the Purchaser by the Promoter/ the Vendor does not create a binding obligation on the part of the Promoter/ the Vendor or the Allottee/ the Purchaser until, firstly, the Allottee/ the Purchaser 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/ the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter/ the Vendor. If the Allottee(s)/ the Purchaser(s) fails to execute and deliver to the Promoter/ the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/ the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/the Vendor, then the Promoter/the Vendor shall serve a notice to the Allottee/the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt of default notice by the Allottee/the Purchaser, the application of the Allottee/the Purchaser shall be treated as cancelled and all sums deposited by the Allottee/the Purchaser in connection therewith including the booking amount shall be returned however a sum of 10% of the Booking Amount and GST already paid on the amounts received from the Purchaser and thereafter refund to the Allottee/ the Purchaser would be of the balance amount only without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/PURCHASER 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 property, in case of a transfer, as the said obligations go along with the property for all intents and purposes.

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee/the Purchaser has to make any payment, in common with other Allottee(s)/the Purchaser(s) in Project, the same shall payable in proportion to the carpet area of the property to the total carpet area of all the Flat /Shops in the Project.

24. 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.

25. PLACE OF EXECUTION

The execution of this Agreement to Sell shall be complete only upon its execution by the Promoter/the Vendor through its authorized signatory said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement to Sell shall be deemed to have been executed at Ahmedabad.

26. The Allottee/ the Purchaser and/or Promoter/the Vendor shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

(1) _____,
residing at _____

(2) _____,
residing at _____

Email ID: _____

SAVERA SHRISTI LLP,

3rd Floor, KHANDWALA House, IFS House, Near Hotel Landmark, Ambli -
Bopal BRTS Road, Ambli, **Ahmedabad – 380 058**

Email ID: legal@shyaswa.com

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

28. The Purchaser agrees and undertakes to abide by the following terms and conditions of the scheme.
 - i) The Purchasers shall have to contribute over and above the purchase consideration, amount towards Building Maintenance charges and interest free maintenance deposit to the Vendor and/or Service Society that will be formed by the Vendor for the common maintenance and amenities and facilities of the residential scheme and the Purchasers shall also have to contribute to such any other future expenses towards the maintenance of the scheme to be incurred without any dispute or delay to the Vendor and/or the maintenance Service Society as and when called upon to do so. The Vendor shall maintain the said scheme for the period of **2 (Two) year** from the date of obtaining of Building Use Permission from the amount of maintenance that has been collected from the members of the scheme.
 - ii) The Purchaser shall be liable to separately pay GST, Service Tax (if applicable), VAT (if applicable) and all other State Government or Central Government taxes, levies, dues and duties that may be made applicable to the said scheme or to the said transaction of the said property. It is further agreed by the Vendor that the total price/consideration amount paid under this Agreement for the purchase of the said property do not include the Torrent Power Limited /Electricity charges, Ahmedabad Municipal Corporation charges, Legal charges and/or any others expenses/charges whatsoever and shall be

payable over and above the purchase consideration by the Purchaser to the Vendor.

- iii) The Purchaser is not authorized to change the name of the scheme which scheme shall forever be known as "**SHRISTII**".
- iv) The Purchaser shall have to compulsorily use the said property for residential only and shall never use the said property or any part thereof for any illegal or commercial or paying guests purposes use;

Or

- iv) The Purchaser shall have to compulsorily use the said property for genuine commercial use only and shall never use the said property or any part thereof for any illegal or non permitted commercial or paying guests purposes use;
- v) The Purchaser further declares that it shall never make any change in the outer elevation of the scheme and its outer color/ paints and shall also not remove or change any external walls or pillars, doors, windows or make any change in the outer structure of the property and/or scheme however the maintenance of the said property shall be done by the Purchaser at its own costs and expenses.
- vi) That Purchaser further declare that they shall never make any division or partition of the said property and shall also never, alter, modify, break, damage or remove any internal walls without the consent of the Vendor however the Purchaser shall never have any right to, alter, modify, break, damage or remove any outer walls;
- vii) That Purchaser shall keep the said property, its walls, the common passage, common open space, allotted parking, the common parking, terrace, common amenities and facilities and Lifts in net, clean and hygienic condition and the Purchaser shall never use the said

residential unit/property or the common passage, common open space, common parking, lifts or the area in front of the said Flat /Shop/property in such a way so as to create any nuisance to the neighbors or the other members of the said scheme and shall also not encroach place or keep material outside the said Flat/Shop or in the common passage, common open space, common parking.

- viii) The Purchaser hereby agrees and undertake to use the said property, common passages and common space, parking space, lifts of the said Scheme properly and shall not keep any things or articles in the common passage/ corridor or throw anything outside in common space or in the common passage whereby it creates a nuisance or dirt and thereby inconvenience or hurt the religious sentiments of the other members of the scheme.
- ix) The Purchaser shall use the said property and the common amenities and facilities of the scheme appropriately and shall also maintain the water connection, gutter connection, electric connection and other connection in the said property and the Purchaser shall has to always keep the said property fully insured at **his/her/their** own expenses and also the said scheme fully insured at the common expenses of all the members of the scheme;
- x) The Purchaser shall compulsorily abide itself with the rules, regulations of the scheme and also by the resolutions of the Service Society;
- xi) The Purchaser of the **Flat** further declare that he/she/they shall never claim any exclusive right or ownership over any of the open terrace of the scheme and the open terrace of the scheme shall always be used by the Purchaser in common with all other members of the Scheme and the Purchasers further declare that the Vendor/ the Promoter will be entitled to sale and transfer the exclusive ownership and usage rights of the terrace adjoining Flat No. A-101, A-102, A-203, A-204, B-103, B-

104, B-201, B-202, C-201, C-202, D-201, D-202, D-203, D-204, E-201, E-202, E-203, E-204, F-201, F-202, F-203, F-204, G-201, G-202, G-203 and G-204 and neither the Purchaser nor any other members shall have any right to dispute over the same;

Or

- ix) The Purchaser of the **Shop** further declare that he/she/they shall never claim any exclusive right or ownership over any of the open terrace of the scheme and the open terrace of the scheme shall always be used by the members of the residential units in common with all other members of the residential Scheme and the Purchasers further declare that the Vendor/ the Promoter will be entitled to sale and transfer the exclusive ownership and usage rights of the terrace adjoining Flat No. A-101, A-102, A-203, A-204, B-103, B-104, B-201, B-202, C-201, C-202, D-201, D-202, D-203, D-204, E-201, E-202, E-203, E-204, F-201, F-202, F-203, F-204, G-201, G-202, G-203 and G-204 and neither the Purchaser nor any other members shall have any right to dispute over the same;

- xi) The Purchaser further declares that he/she/they has/have verified the specification of the said property and the scheme as were detailed by the Vendor and the quality of materials used for construction in the scheme and the specifications of materials used in the construction and being satisfied with the same and has purchased the said property in his/her/their name from the Vendor. The Purchaser further declares that the Vendor has shown him/her/them and made to understood rules, regulations, bylaws of the Scheme and about the Service Society and the Purchaser being satisfied with the same, confirm the same and declares that he/she/they shall has no dispute regarding the same.

- xii) The Purchaser further confirms that all the rights are reserved by the Vendor for any change in the scheme and further confirms that it shall be binding to the Purchaser.
- xiii) The Purchaser further agrees and undertakes to pay all taxes, cesses, dues and duties chargeable in respect of the said property on and from the date of Deed of Conveyance without any delay and till that date, the Vendor shall be entitled to pay the same.
- xiv) The Purchaser further declares that he/she/they shall always co-operate and allow persons of the Vendor and/or the maintenance Service Society to work in the scheme for the maintenance and upkeep meant of the common passage, common water connections, drainage and electrification.
- xv) The Purchaser of the Flat shall have to park their vehicles in the allotted parking space of the residential Scheme and the Purchaser of the Shop shall have to park their vehicles in the allotted parking space of the commercial scheme or in the open parking space for commercial scheme on first cum first basis;
- xvi) The Purchaser hereby agrees and undertakes to compulsorily pay all the charges regarding enrollment of the Purchaser by the Vendor as the member to the Service Society and the Purchaser further agrees and undertakes to adhere to the rules, regulations, norms and resolutions passed by the Service Society and if in case, the Purchaser fails to pay the maintenance charge to the Service Society in time, the Service Society shall have the right to recover an unpaid maintenance charges from the Purchaser with penalty and interest and shall also have the right to stop the supply of water to the said property and stop usage of common amenities and facilities;
- xvii) The Purchaser shall not store any dangerous or illegal or non permitted materials or explosives in the said property.

- xviii) The Purchaser hereby agrees and undertakes that the Vendor has complied them with all the documentary evidence in regard to the title of the said land, the scheme and the said property and only after having satisfied with the same through their professionals has agreed to purchase the said property from the Vendor;
- xix) The Purchaser further declares that the Vendor shall not be liable or responsible for all and any act, deed, matter and thing in respect of this sale transaction and for the said scheme and the Purchaser further agrees and undertakes to indemnify and keep the Vendor indemnified against all losses, damages, suits, claims and demands that the Vendor may suffer pay or incur owing to any act deed matter or thing done by the Purchaser;
- xx) Any dispute between the parties hereto, shall be referred to an Arbitrator who shall be appointed by the Vendor and the decision of the Arbitrator as per the Arbitration and Conciliation Act 1996 shall be binding to the parties hereto and thereafter if any of the party is not satisfied with the award of the Arbitrator then and in that case the matter may be referred to the authority appointed under the RERA Act.

29. JOINT ALLOTTEES

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

- 30. Stamp Duty and Registration: - The charges towards stamp duty and Registration charges, misc. and out of pocket expenses, advocate fees of this Agreement shall be borne and payable by the Allottee/the Purchaser.

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

32. GOVERNING LAW

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

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.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of Multi use purpose Non Agricultural land bearing Revenue Survey Nos. 473/1 and 473/2 and Final Plot No.364 of T.P.S. No. 204 admeasuring 9652 sq.mts. or thereabouts of Mouje Makarba of Old Ahmedabad City West Taluka and New Vejalpur Taluka in the Registration District of Ahmedabad and Sub District of Ahmedabad – 4 (Paldi) and the said project land is bounded as follows: -

On the North by: - 36 Mtrs. T. P. Road.

On the South by: - Final Plot No 1198 and 360

On the West by: - Final Plot No. 360 and 36 Mtrs. T. P. Road.

On the East by: - 36 Mtrs. T. P. Road and Final Plot No. 1198.

THE SCHEDULE A ABOVE REFERRED TO: -

All that Flat No. _____ situated on floor _____ of _____ Block of the said Project having a Carpet area of _____ square feet, equal to _____ square meters; along with balcony having _____ square feet equal to _____ square meter, wash area of _____ square feet equal to _____ square meter and undivided proportionate area of Project Land admeasuring _____ square feet equal to _____ square meters of the project known as ‘Savera Shristhi’ developed on the land bearing Revenue Survey Nos. 473/1 and 473/2 and Final Plot No.364 of T.P.S. No. 204 admeasuring 9652 sq.mts. or thereabouts of Mouje Makarba of Old Ahmedabad City West Taluka and New Vejalpur Taluka in the Registration District of Ahmedabad and Sub District of Ahmedabad – 4 (Paldi) and the said Flat is bounded as follows: -

On the North by : -
 On the South by : -
 On the East by : -
 On the West by : -

Note: together with the right to use all the common amenities, facilities, common passages, common terrace, common parking of the said scheme along with the other members of the scheme/ Service Society which will be managed by the Service Society.

OR

THE SCHEDULE A ABOVE REFERRED TO :-

All that Shop No. _____ situated on floor _____ of _____ Block of the said Project having a Carpet area of _____ square feet, equal to _____ square meters; and undivided proportionate area of Project Land admeasuring _____ square feet equal to _____ square meters of the project known as ‘Savera Shristhi’ developed on the land bearing Revenue Survey Nos. 473/1 and 473/2 and Final Plot No.364 of T.P.S. No. 204 admeasuring 9652 sq.mts. or thereabouts of Mouje Makarba of Old Ahmedabad City West Taluka and New Vejalpur Taluka in the Registration District of Ahmedabad and Sub District of Ahmedabad – 4 (Paldi) and the said Shop is bounded as follows:-

On the North by :-
On the South by :-
On the East by :-
On the West by :-

Note: together with the right to use all the common amenities, facilities, common passages, common parking of the said commercial scheme along with the other members of the commercial scheme/ Service Society which will be managed by the Service Society.

SCHEDULE 'B'
FLOOR PLAN OF THE FLAT/ SHOP

SIGNED AND DELIVERED by the
within-named
SAVERA SHRISTI LLP through
its Authorized Partner
SHRI _____, by
the Promoter /the Vendor herein in
the presence of:-

- 1.
- 2.

ANNEXURE -A

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

ANNEXURE –B

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

ANNEXURE –C

(Specification and amenities for the Flat)

- **Structure**
Earthquake resistant RCC frame structure with masonry wall.
- **Wall Finish**
Internal finish, single coat mala plaster with wall putty & external double coat plaster with texture.
- **Flooring**
Good quality vitrified tiles in entire apartment
- **Kitchen**
Glazed tile dado up to lintel level.
- **Toilet & Plumbing**
Glazed tile dado up to lintel level and flooring, with concealed plumbing and reputed sanitary ware and CP fittings.
- **Doors and Windows**

Decorative main door with wooden frame. All other internal doors will be flush doors with enable paint full glazed powder coated aluminium section sliding window with natural stone skirting.

➤ **Electrification**

Three phase concealed copper wiring with good quality accessories and having sufficient electric points.

➤ **Terrace**

Open terrace to be finished with china mosaic for heat reflection and water proofing.

AMENITIES

- 3 Level Basement Parking
- Common Area for Society
- Common Plot
- 24x7 Security
- Rooftop Solar

RECEIPT

Sr. No.	Amount Rs.	Date	Bank	Branch	Cheque No.
01					

WE SAY RECEIVED
SAVERA SHRISTHI LLP

Authorized Partner

SIGNATURE	PHOTO	THUMB IMPRESSION
VENDOR		

SAVERA SHRISHTI LLP through its Authorized Partner SHRI 		

SIGNATURE	PHOTO	THUMB IMPRESSION
PURCHASER		
(1)		
PURCHASER		
(2)		