AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (hereinafter referred to as the **"Agreement"**) is made at Ahmedabad this ___ day of _____, Two Thousand Seventeen.

BETWEEN

Addis Infrabuild LLP [PAN : ABAFA3593M], a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its office at, 32, 3rd Floor, Roopa Building, Sona Roopa, Opp. Lal Bunglow, C. G. Road, Ahmedabad-380009 represented through its authorized representative Mr.Ashish Shah, Designated Partner, hereinafter referred to as "**Promoter/Developer**" (which expression, unless repugnant to the context or meaning thereof, shall mean and include the partner(s) for the time being constituting the said LLP and its representatives, executors and administrators) of the First Part;

AND

(1) Jatinbhai Kansara [PAN : ADVPK4294Q] & (2) Pallavi J. Kansara [PAN : ANCPK4262D] both adult, residing at B/2, Shyam Tenement, Odhav, Ahmedabad-382415, (3) Rameshchandra B. Kalya, [PAN : AFDPK3049P], (4) Rahul R. Kalya [PAN : AIRPK6458P], (5) Kailashchandra B. Kalya [PAN : ABWPK4587D], (6) Nileshkumar K. Kalya [PAN : AOGPK4840L], (7) Jagdishprasad B. Kalya [PAN : AGEPK6409K], (8) Nirmalaben J. Kalya [PAN : AGBPK6291Q], Nos.3 to 8 adult, residing at A/1, Shyam Tenement, Odhav, Ahmedabad-382415, (9) B.R. Land Developers Pvt. Ltd. [PAN : AAMCS2404F] having registered office at F/4, New Madhavpura Market, Near. Police Commissioners Office, Shahibaug, Ahmedabad-380004 through its Director Babuprasad R. Shah [PAN : ACOPS3358M], (10) Bharat K. Zaveri [PAN : AAAPZ1229Q] & (11) Parul B. Zaveri [PAN : AAAPZ1533F] both adult, residing at B/1, Queens View, 28/30, Valkeshwar Road, Mumbai-400006, (12) Nitin T. Sanghvi [PAN : ABAPS8799P], adult, residing at 703-704, Rudraksh Co Op. Housing Society Ltd., Nariman Road, Vile Parle (East), Mumbai 400057, (13) Vipul Dhirajlal Shah [PAN : AAKPS3328K], adult, residing at 8/12 Tirupati Balaji Bldg., Above Mangal Murty Hospital, Sector-1, Charkop, Kandivali (West), Mumbai, 400067, (14) Gopalsingh Rajpurohit [PAN : ABSPP2419D], adult, residing at 203, B-Wing, Building No.7, Neelamnagar, Mulund (East), Mumbai 400081 & (15) Ashish Kanaiyalal Shah [PAN : ACZPS3892B], adult, residing at 44, Shitalkunj Society, Jawahar Chowk, Ramnagar, Sabarmati, Ahmedabad-380005 himself and as a power of attorney holder of no.1 to 14, hereinafter referred to as "**The Land Owners**" (which expression, unless repugnant to the context or meaning thereof, shall mean and include their legal heirs, executors, successors and assigns) of Second Part;

AND

XYZ , [PAN : _____] adult, residing at _____ hereinafter referred to as the "**Allottee"** or "**Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its legal representatives, executors, successors and permitted assigns) **of the Third Part**.

For the sake of convenience, the Promoter/ Developer, Land Owners and the Allottee shall be hereinafter collectively referred to as the **Parties** and individually as **Party**.

WHEREAS

A. The Land Owners are seized and possessed of or otherwise well and sufficiently entitled to all that 2597.43 square meters (2597 square meters as per city survey records) i.e. 3106.50 square yards of non agricultural land for commercial purpose bearing final plot no.290/2 of town planning scheme no.20 [amalgamated city survey no.1189 (old city survey nos.1189 to 1204)] situate, lying and being at mouje Kochrab, Taluka Sabarmati within Registration Sub-District Ahmedabad-4 (Paldi) and District Ahmedabad, (hereinafter referred to as the "**Said Land**") and as more particularly described in ***First Schedule*** hereunder written.

B. By virtue of 36 separate sale deeds executed in the year-2014 entered into between the Land Owners herein as the Purchaser(s)(s) therein and members of the Shefali Co.Op. Housing Society Limited (hereinafter referred to as the 'Erstwhile Society) as the Vendor-1 therein and the Erstwhile Society as the Vendor-2 therein, all 36 residential flats standing on the Said Land together with respective undivided share in the Said Land in favor of the Land Owners. Such 36 sale deeds have been registered in the office of the sub registrar of assurances at Ahmedabad-4 (Paldi) in February & March, 2014 vide serial nos. 825, 826, 827, 893, 894, 924, 925, 926, 927, 928, 929, 961, 962, 963, 964, 965, 966, 967, 1058, 1059, 1060, 1061, 1063, 1277, 1280, 1281, 1282, 1283, 1284,1529, 1530, 1531, 1550, 1551, 1786, 2164 and subsequently the names of the Land Owners have been admitted as the occupier/owner of the Said Land in the city survey records.

C. In pursuance to the order of the Deputy Collector, (NA), Ahmedabad, vide his order no.N.A./U-1/Section-65-A/Kocharab/Case No.52/2014 dated September 1, 2014 the use of the said Land has been changed from residential into commercial use (hereinafter referred to as the **"NA Permission"**) in accordance with the terms and conditions set out therein.

D. The Ahmedabad Municipal Corporation **("AMC")** has approved the proposed development plans in respect of the proposed commercial development on the said Land on December 20, 2014 bearing case no.BHNTI/WZ/230614/GDR/A2212/R0/M1 in accordance with the terms and conditions set out therein (hereinafter referred to as the **"Approved Plans"**). Subsequently, the permission to commence the

construction of the said Project on the said Land, in accordance with the Approved Plans has also been given by the AMC vide Rajachitthi no.02826/230614/A2212/R0/M1 dated December 20, 2014 (hereinafter referred to as the **"Commencement Certificate").**

E. The City Survey Superintendent-1, Ahmedabad vide his order no.CTS/TP-20 Gulbai Tekra/Amalgamation/C.S.No.1189 to 1204 dated March 30, 2015 ordered to amalgamated city survey nos.1189 to 1204 into one land parcel totally admeasuring 2597 square meters and the same has been recorded in the revenue records vide entry no.1802 dated March 31, 2015, which has been certified on June 4, 2015.

The Land Owners and the Promoter represent that the area of the Said Land was earlier inadvertently set out in the records as 2239 square meters instead of 2597 square meters and that in pursuance to the necessary applications being duly made by the Land Owners for the rectification of the same, the area in the City survey records has now been amended to reflect 2597 square meters. However, the area of the Said Land in the NA Permission is set out as 2239 square meters and the Land Owners and the Promoter are in process of making necessary applications to the competent authority for the amendment of the land area in the NA permission.

F. By virtue of a development agreement dated September 9, 2015 entered into between the Land Owners and the Promoter herein, the Land Owners have conferred upon the development rights in respect of *inter alia* the Said Land in favor of the Promoter herein in accordance with the terms and conditions and in the manner stated therein with a view to develop a commercial project on the Said Land. The said Development Agreement dated September 9, 2015 in respect of the Said Land has been registered in the office of the sub registrar of assurances at Ahmedabad-4 (Paldi) vide serial no.7001 on September 9, 2015 (for the sake of convenience hereinafter referred to as the "**Development Agreement**").

G. The Promoter, in pursuance to the rights conferred upon it under the Development Agreement and in accordance with the Approved Plans, has promoted a commercial project for offices, shops and showrooms known in a building known as "**ADDOR ASPIRE**" developed on the said Land comprising of 2 levels of basements and Ground Floor + 13 upper floors (hereinafter referred to as the **"said Building**") along with the development of various common facilities, amenities and recreation

in the common areas of the said Land and the said Building. The development of the said Building and the common facilities/amenities to be developed in the common areas of the said Building and the said Land shall be hereinafter referred to as the "**said Project**".

H. The Ahmedabad Municipal Corporation **("AMC")** has approved the proposed development plans of the said Project in case no. BHNTI/WZ/230614/GDR/A2212/R0/M1 in accordance with the terms and conditions set out therein (hereinafter referred to as the **"Approved Plans"**) and the permission to commence the construction of the said Project on the said Land was given by the AMC vide Rajachitthi no. 02826/230614/A2212/R0/M1 dated December 20, 2014 (hereinafter referred to as the **"Commencement Certificate").** A copy of the Commencement Certificate is attached herewith as **Annexure-A** hereto

For the sake of convenience and reference in this Agreement: -

i. The Said Land where the Said Project will be developed ii) the stair cases, lifts, staircase and lift lobbies, fir escapes, common entrances and exits of buildings, common basements, common terraces, parks, play areas, open parking areas, common storage spaces, management office, watch rooms, security cabins, club house, ward staffs cabins, electricity rooms, gas service area, water tanks, sanitation, system for water conservation, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use, all facilities as provided in the said Project shall be referred to as the "Common Areas":
ii. The facilities provided in the Common Areas and to be used in undivided form collectively by the Allottee in the Project

I. In pursuance to the development agreement, the Promoter herein is legally entitled to develop the said Project on the said Land and also enter into an Agreements to Sell in relation to the sale of commercial offices, shops and showrooms in the said Project in favor of the Allottee and receive the sale consideration in respect thereof.

J. The Allottee herein approached the Promoter herein with the intent to purchase a unit in the said Project and has duly filled the membership form in the said Project and the Promoter has issued a provision allotment letter dated _____ in favor of the Allottee and in pursuance to the discussion held amongst the Parties, the Promoter and Land Owner have agreed to allot/sale and the Allottee has agreed to

purchase Shop no._____ admeasuring _____ square meters equivalent to _____ square feet of carpet area located on the ___ floor of the said Building **("Said Unit"**) together with the undivided proportionate share admeasuring _____ square meters in the said Land and the Common Facilities as well as the rights to use the said Common Facilities with all the other Allottee in the Project (hereinafter referred to as the **"Undivided Proportionate Share"**).

For the sake of convenience and reference in this Agreement:

The Said Unit and the Undivided Proportionate Share as well as the Common Facilities and right to use it shall be collectively referred to as the "**Said Property**"; The said Property is more particularly described in the **Schedule**-**A** hereunder written.

K. On demand from the Allottee, the Promoter 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 Architects M/s. ADS Architect Private Limited 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 Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 (hereinafter referred to as "the said Rules") and the Allottee if satisfied in respect of the same;

L. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of revenue records showing the nature of the title of the Promoter and the Land Owners to the Said Land on which the Said Unit is constructed or is to be constructed have also been inspected by the Allottee and is satisfied in respect of the same.

M. The authenticated copies of the Approved Plans of the Layout as approved by the Ahmedabad Municipal Corporation, the authenticated copies of the plans and specifications of the Said Unit agreed to be purchased by the Allottee and the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the projects and Common Areas are proposed to be provided for in the said Project has been inspected by the Allottee. The authenticated copies of the plans and specifications of the Said Unit agreed to be purchased by the Allottee has been annexed and marked as **Annexure-A. The** Promoter shall be solely entitled to utilize the

surplus FSI available at any time in future over the said Land and the Promoter or any other person authorized by it may utilize the same subject to the necessary approvals from the competent authority and the building regulations in force at the relevant time.

N. The Promoter shall undertake the development of the Project as per the Approved Plans and thereafter obtain the Occupancy Certificate (OC) or the Building Use Permission (BU) within the timelines set out in this Agreement and execute and register the deed of conveyance in respect of the said Property in favor of the Allottee ("**Conveyance Deed**").

O. The Promoter has accordingly commence construction of the said Project in accordance with the Approved Plans and the Commencement Certificate and the Promoter shall duly get the Project registered with Gujarat Real Estate Regulatory Authority under the said Act within the timelines as prescribed in the said Rules.

P. The carpet area of the Said Unit as set out above. "carpet area" means the net usable floor area of Said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area (if any) but includes the area covered by the internal partition walls of the Said Unit.

Q. 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.

R. Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs._____/- (Rupees _____ only) by way of earnest moneys, being part payment of the sale consideration of the Said Property agreed to be sold by the Promoter and the Land Owners jointly to the Allottee as an advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

S. Under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Property with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

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

1. The Promoter shall construct 137 commercial units of the said Project in the Said Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

   Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Said Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

   1(a) The Allottee hereby agrees to purchase from the Promoter and the Land Owners, and the Promoter and the Land Owners hereby agree to sell unto the Allottee the Said Property;

   (i) for a consideration of Rs._____ (Rupees _____ only) being price of the Said Unit bearing No.____ admeasuring _____ square meters equivalent to _____ square feet of carpet area located on the ___ floor in the said Building;

   (ii) Rs._____ (Rupees _____ only) being the proportionate price of the common areas and facilities;

   (iii) Rs._____ (Rupees _____ only) being proportionate price of the Undivided Proportionate Share admeasuring _____ square meters in the Said Land;

   (iv) Rs._____ (Rupees _____ only) being price for balcony 1 having area admeasuring _____ square meters appurtenant to the Said Unit;

   (v) Rs._____ (Rupees _____ only) being price for balcony 2 having area admeasuring _____ square meters appurtenant to the Said Unit;

   (vi) Rs._____ (Rupees _____ only) being price for wash area balcony having area admeasuring _____ square meters appurtenant to the Said Unit;

   (vii) Rs._____ (Rupees _____ only) being price for open terrace area admeasuring _____ square meters above top floor;

   (viii) Rs._____ (Rupees _____ only) being price for ___ (_____) allotted open/covered parking area

admeasuring _____ square meters on ground floor / basement

aggregating to Rs._____ (Rupees _____ only) **(Sale Consideration).** The description of the common areas and facilities which are more particularly described in the **Second Schedule** herewith.

1(b) Out of the amount of the aggregated Sale Consideration the Allottee has paid on or before execution of this agreement a sum of Rs._____/- (Rupees _____ only) by cheque no._____ dated _____ drawn on _____, _____ Branch by way of earnest moneys as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs._____/- (Rupees Thirty _____ only) in the following manner:-

i. Amount of Rs...../-(.....) (not exceeding 30% of aggregated Sale Consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs...../-(.....) (not exceeding 45% of aggregated Sale Consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the Said Unit is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of aggregated Sale Consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Unit is located.

iv. Amount of Rs...../-(.....) (not exceeding 75% of aggregated Sale Consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Unit.

v. Amount of Rs...../- (.....) (not exceeding 80% of aggregated Sale Consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Unit.

vi. Amount of Rs...../-(.....) (not exceeding 85% of aggregated Sale Consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Unit is located.

vii. Amount of Rs...../-(.....) (not exceeding 95% of aggregated Sale Consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the Said Unit is located.

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

1(c) The aggregated Sale Consideration as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Said Unit, which shall be separately payable by the Allottee 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 shall confirm the final carpet area of the construction of the Said Unit that has been allotted to the Allottee after the construction of the Project 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 three percent. The Promoter shall recalculate the total price payable for the carpet area upon confirmation. 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 10%, 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) of this Agreement.

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

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the Approved Plans or thereafter and shall, before handing over possession of the Said Unit to the Allottee, obtain from the concerned local authority OC/BU in respect of the Said Unit.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Said Unit to the Allottee and the Common Areas to the Society after receiving the OC/BU permission.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(b) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the Project Land is _____ square meters only. More FSI can be availed by TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ square meters only as proposed to be utilized 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 Promoter by utilizing the balance & available FSI and on the understanding that the declared balance & available FSI shall belong to Promoter only.

4.

4.1 If the Promoter fails to abide by the time schedule for completing the Project and handing over the Said Unit to the Allottee as agreed in this Agreement subject to the Allottee complying with his obligations as per this Agreement, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 15% per annum, on all the amounts paid by the Allottee, for every month of

delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of 10% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4. 2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share or taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter shall at its own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and e-mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Pursuant to execution hereof if the Allottee fails to perform his obligations under this Agreement and do not turn-up for cancellation for agreement upon service of notice in such case the Promoter shall be entitled to cancel the allotment and rescind the agreement suo moto.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee the amounts out of Sale Consideration paid by the Allottee to the Promoter after deducting and/or subject to adjustment and recovery of 10% of such amounts paid by the Allottee to the Promoter till the date of termination as the liquidated damages payable to Promoter by the Allottee, within a period of 30 (thirty) days of the termination, the installments of sale consideration which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities or price range to be provided by the Promoter at his/her/its option in the said project and the Said Unit as are set out in **Annexure 'B'**, annexed hereto.

6. Subject to the Allottee complying with its obligations under this Agreement, the Promoter shall complete the development of the Said Unit and hand over the vacant and peaceful possession of the Said Unit to the Allottee on or before March 31, 2018. In the event the Promoter

fails or neglects to give possession of the Said Unit to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Said Unit with interest calculate at 10% per annum from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Said Unit on the aforesaid date, if the completion of project in which the Said Unit is to be situated is delayed on account of -

(i) war, civil commotion or act of God;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court;
(iii) Publicly declared strike of laborers or building material suppliers contractors or any other agency providing goods or services that shall affect the development of the Project;
(iv) reasons beyond `promoter's or its agents' control.

7.

7. 1 **Procedure for taking possession** –

Upon obtaining the Occupancy Certificate/Building Use Permission from the competent authority and the payment made by the Allottee as per the Agreement, the Promoter shall offer in writing the possession of the Said Unit to the Allottee in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Promoter shall give possession of the Said Unit to the Allottee. The Parties agree and undertake to indemnify each other in case of failure of fulfillment of any of the provisions, formalities and documentation on part of them for their obligations as set out herein. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Said Unit within 15 days of the written notice from the promoter to the Allottee intimating that the Said Unit is ready for use and occupancy.

7.3 **Failure of Allottee to take Possession of Said Unit:**

Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Unit to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance

charges as applicable and the Allottee shall have to make the payment of the final tranche out of the Sale Consideration that became payable upon the possession of the Said Unit being handed over by the Promoter to the Allottee as set out in clause 1(B) of this Agreement.

7.4 If within a period of five years from the date of handing over the Said Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Said Unit or the Project in which the Said Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in 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 and for all the damages that may have occurred due to any act or omission of the Allottee which otherwise could have been prevented.

8. The Allottee shall use the Said Unit or any part thereof or permit the same to be used only for purpose of residence.

9. The Allottee along with other allottee(s) of Said Unit in the project shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide for the purpose of operation and maintenance of the Common Areas and Common Facilities (hereinafter referred to as the **"Society"**) and for this purpose also from time to time sign and execute me application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member including the bye-laws of the proposed Society and duly till in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Society may enter into a management contract with a maintenance agency for the up-to-date and professional operation and maintenance of the Common Areas and the Common Facilities in the Project and the Allottee shall adhere with the same and make the timely payment of the maintenance charges and deposits which shall be subject to escalation from time to time.

9.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Said Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Unit) of outgoings in respect of the undivided proportionate share in 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/or the common areas building/s. Until the Society, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs._____/- (Rupees _____ only) per month towards the outgoings for 30 months. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the society or the association or the limited company as aforesaid.

10. Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the Said Unit shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.

11. The Allottee shall pay to the Promoter a sum of Rs._____/- (Rupees _____ only) for meeting the legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease. In the present transaction, the Promoter shall convey unto each Allottee in the Project the undivided proportionate share in the Project Land along with the sale of the Said Unit and therefore the need of conveying the Project Land in favor of the Society may not arise, However, in case the Project Land is required to be conveyed to the Society under the legal requirement or otherwise, then at the time of registration of conveyance or Lease of the land attributed to the Common Areas in the Project and the Common Facilities and structures developed on the Common Areas, the Allottee shall pay to the Promoter, the Allottee' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument for such transfer.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

i. The Promoter has clear and marketable title with respect to the Project Land; as declared in the title report and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
iii. There are no encumbrances upon the project land or the Project except 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 project 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 project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Project and common areas;
vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
vii. The Promoter has not entered into any 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 Unit which will, in any manner, affect the rights of Allottee under this Agreement;
viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement;
ix. Upon completion of the entire Project, the Promoter shall hand over the management of the Project to the Society along with all the necessary books of accounts including the maintenance deposits and charges lying in the said account. The Promoter however itself or through its designated agency shall be entitled to act as the maintenance agency under the management contract that shall undertake the servicing, operation and maintenance of the Project for a period of first 3 (three) years from the date of completion of the

Project and handing over the management of the Project to the Society;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the execution and registration of the said Property in favor of the Allottee or upon the possession of the Said Unit being handed over to the Allottee (whichever is earlier);

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project that restricts or restrains the Promoter from developing the Project The Promoter shall allot _____ parking to the Allottee and the Promoter shall be solely entitled to allot surplus parking to the Allottee

13. The Allottee hereby covenants with the Promoter as follows: -

i. To maintain the Said Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Said Unit is taken and shall not do or suffer to be done anything in or to the Project in which the Said Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the project in which the Said Unit is situated and the Said Unit itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Said Unit any goods, which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the project in which the Said Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the project in which the Said Unit is situated including entrances of the Project in which the Said Unit is situated and in case any damage is caused to the Project in which the Said Unit is situated or the Said Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for me consequences of the breach.

iii. To carry out at his own cost all internal repairs to the Said Unit and maintain the Said Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the project in which the Said Unit is situated or the Said Unit which maybe 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. The Allottee shall not undertake structural or civil modification, alteration or renovation of any structural part in the Said Unit without seeking permission of the Promoter or any exterior part of the said Building in any manner whatsoever at any time without having the express written permission is obtained from the Developer. The Allottee shall not make any temporary or permanent addition or alterations in the structure i.e. extension or covering of area of the Said Unit nor shall do anything which may cause damage or which may weaken the structure of the said Building. If the Allottee undertakes such alteration or modification then Promoter shall not be held liable for any future structural defect in the said Building.

iv. Not to demolish or cause to be demolished the Said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the project in which the Said Unit is situated and shall Keep the portion, sewers, drains and pipes in the Said Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the project in which the Said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said Unit without the prior written permission of the Promoter and/or the Society.

v. The name of the Project shall always be known as "**ADDOR ASPIRE**", and this name shall not be changed at any time, in any circumstances and in any manner whatsoever.

vi. The allottee undertakes, agrees and accepts that subject to the rights in respect of Said Unit and the specifications in respect of layout of Said Unit being not getting affected or altered in carpet area the promoter shall be entitled to revise or alter the layout plans of other units in the said Building.

vii. In case the Promoter is able to acquire/purchase the plots of land located adjacent to the said Land and if there is possibility of amalgamation of such land with the said Land for better and larger layout as well as specification/amenities of the said Project then the Promoter shall be entitled to do so and Allottee will not object in any manner for such amalgamation or revision of development plans of the Project.

viii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the project in which the Said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

ix. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Unit in the compound or any portion of the Project Land and the Project in which the Said Unit is situated.

x. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the project in which the Said Unit is situated.

xi. 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 Said Unit by the Allottee for any purposes other than for purpose for which it is sold.

xii. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and a prior written approval of the Society is taken in advance.

xiii. The Allottee shall observe and perform all the rules and regulations which the 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 Project and the Said Unit therein and for the observance and performance of the Project Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Said Unit in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xiv. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project or any part thereof to view and examine the state and condition thereof.

14. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver such other 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. The Parties further agree that this Agreement has been executed subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 as may be applicable to both the Parties and that the Parties shall comply with their respective obligations as set out in the said Act

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company 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 Unit and Project or any part thereof. The Allottee shall have no claim save and except in respect of the Said Unit hereby agreed to be sold to him together with the undivided proportionate share in the Common Areas of the Project Land along with the rights to use the Common Facilities.
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17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE
The Promoter shall be entitled to avail construction loan by creating mortgage or charge on the Said Land alongwith construction in favor of any Bank, NBFC or Financial Institution. The Promoter shall obtain No Objection Certificate from such Bank, NBFC or Financial Institution before execution and registration of conveyance deed in favor of the Allottee.

18. BINDING EFFECT
Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter, if needed. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever after deducting an amount equivalent to 10% as the forfeiture amount for cancellation of this transaction due to default on part of the Allottee.

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 Unit/project as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEE

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 Allottee of the Said Unit, in case of a transfer, as the said obligations go along with the Said Unit 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 wan 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

The Promoter has, along with the Carpet Area admeasuring ___square meters bearing Unit No._____ in the Project, also conveyed unto the Allottee the undivided proportionate share in the land attributed to the Common Areas of the Project in the area proportionate to the Said Unit and it is hereby agreed that wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the area of the Said Unit.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver such other 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 shall be completed at Ahmedabad upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place which may be mutually agreed between the Promoter and the Allottee and the Agreement shall be duly registered with the office of the relevant sub registrar of assurances simultaneously upon execution hereof or after the Agreement is duly executed by the Allottee and the Promoter as per the provisions of the Registration Act.

26. The Promoter shall present this Agreement as well as the Conveyance Deed at the proper sub registrar office for registration within the time limit prescribed by the Registration Act and the Promoter will duly attend such office and admit execution thereof through its authorized representative as may be duly authorized.

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

PROMOTER:

Address :
Notified Email ID:

ALLOTTEE:

Address :
Notified Email ID:

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

28. JOINT ALLOTTEE

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

28. STAMP DUTY AND REGISTRATION

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

29. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settled 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.

30. GOVERNING LAW

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

FIRST SCHEDULE ABOVE REFERRED TO

All that non agricultural land for commercial use admeasuring 2597.43 square meters (2597 square meters as per city survey records) i.e. 3106.50 square yards of non agricultural land for commercial purpose bearing final plot no.290/2 of town planning scheme no.20 [amalgamated city survey no.1189 (old city survey nos.1189 to 1204)] situate, lying and being at mouje Kochrab, Taluka Sabarmati within Registration Sub-District Ahmedabad-4 (Paldi) and District Ahmedabad.

On or towards East :-	Ashadeep Apartments
On or towards West :-	Sunshine Co-Operative Housing Society Ltd.
On or towards North :-	L.D. College of Engineering
On or towards South :-	120 Ft. Main B.R.T.S. Road

SECOND SCHEDULE ABOVE REFERRED TO

Internal Access, Common underground water tank with pressure pump, Common Plots with plantation and garden, 2 (Two) main gates with security cabin, Internal Drainage lines, Borewell, Street Lights, Percolating Well, Club house building, Plantation, CCTV Cameras for common area surveillance, security cabin, ...

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

SIGNED AND DELIVERED BY THE)
WITHIN NAMED - PROMOTER/)
DEVELOPER)
)

) _____

IN THE PRESENCE OF WITNESSES:

1._____
Name :

2._____
Name :

SCHEDULE 'A'
DESCRIPTION OF THE SAID PROPERTY

All that property being Shop No._____ having _____ square meters i.e. _____ square feet of carpet area located on ____ floor of the Commercial project known as **"ADDOR ASPIRE"** together with undivided proportionate share admeasuring _____ square meters in all that non agricultural land for commercial use admeasuring 2597.43 square meters (2597 square meters as per city survey records) i.e. 3106.50 square yards of non agricultural land for commercial purpose bearing final plot no.290/2 of town planning scheme no.20 [amalgamated city survey no.1189 (old city survey nos.1189 to 1204)] situate, lying and being at mouje Kochrab, Taluka Sabarmati within Registration Sub-District Ahmedabad-4 (Paldi) and District Ahmedabad along with rights to use the common amenities and facilities in the said Project and the Said Unit is bounded as follows:

On or towards East:-
On or towards West:-
On or towards North:-
On or towards South:-

SCHEDULE 'B'
FLOOR PLAN OF THE SAID UNIT

ANNEXURE -A

(Authenticated copies of the LAYOUT, BUILDING & CC OF THE SAID UNIT)

ANNEXURE — B

Specifications:

Structure :

Plaster :

Flooring :

Toilets :

Doors&Windows:

Electrification :

Terrace :

SCHEDULE UNDER THE PROVISIONS OF SECTION 32(A) OF REGISTRATION ACT

PROMOTER/DEVELOPER

_____

Addis Infrabuild LLP
through its authorized representative
Mr. Ashish K. Shah, Designated Partner

LAND OWNERS

_____

(1) Jatinbhai Kansara, (2) Pallavi J. Kansara, (3) Rameshchandra B. Kalya, (4) Rahul R. Kalya, (5) Kailashchandra B. Kalya, (6) Nileshkumar K. Kalya, (7) Jagdishprasad B. Kalya, (8) Nirmalaben J. Kalya, (9) B.R. Land Developers Pvt. Ltd. through its Director Babuprasad R. Shah, (10) Bharat K. Zaveri, (11) Parul B. Zaveri, (12) Nitin T. Sanghvi, (13) Vipul Dhirajlal Shah, (14) Gopalsingh Rajpurohit & (15) Ashish Kanaiyalal Shah himself and as a power of attorney holder of no.1 to 14

PURCHASER

_____