

Agreement

Aamani Group (in which Company/Firm/Proprietor or appointed person under Aamani Group are included. Now onwards, for convenience they will be referred as Company in this agreement.)

Proposed customer / Member _____ now onwards who will be called as proposed customer or member in this agreement.

General Conditions and responsibilities

- 1) Looking to the vast family of Aamani and people from different walks of life can possess their own plot, for that company has floated various schemes. Scheme selected by the proposed member in this agreement will be referred as proposed scheme or scheme.
- 2) By virtue of this agreement proposed member declares that he / she is interested to have his / her plot in developing Dholera area of Aamani group. He is interested to have plot in Aamani group scheme.
- 3) If any of the member who has done this agreement, if have disagreement with any of the condition / conditions, from the date of this agreement within 30 days(90 days for Proposal-1) he can inform company and get back refund within 30 days(90 days for Proposal-1). After 30 days(90 days for Proposal-1) there will be no refund.
- 4) In a scheme of Beti Bachao Beti Padhao amount of main plot decided is to be paid within the prescribed time limit and notarized sale deed is to be availed from the company under which the girl will attain age of 18 years at that time 1 plot of equal size of the main plot which was purchased in the name of girl, will be gifted and at the time of marriage of daughter 1 more plot will be gifted in the name of son-in-law of the same size of main plot. (Thus 1 main plot +2 gifted plots totaling 3 plots will be given and also at the time of marriage Aamani Club will be given for use.
- 5) Under super bonanza scheme agreed amount has to be paid in prescribed time and notarized agreement of main plot is to be availed from company under which another plot of equal to size of main plot will be gifted. (Thus 1 main plot + 1 gifted plot, total 2 plots will be given).
- 6) Under Expression of Interest Scheme, the member after making payment of commitment money, will have to immediately get notarized agreement. Notarized agreement is must, if it is not available, he / she will not be eligible for the scheme.
- 7) Under Visvas Yojana the member has to regularly pay the amount for 10 years. Under this scheme member has to avail notarized agreement. From company. As per the conditions of the agreement, benefits will be available to the member.

- 8) Under Jan Dhan Avas yojana the proposed member for regular payment of instalments will have to give post dated cheques or to have resort to ECS in the name as advised by company. The proposed member will have to inform company about total payment made by the proposed member in writing and company within 03 months will verify the details and as per rules sale deed will be provided. For registered sale deed, stamp duty, registration fees, legal charges, maintenance deposit and Government rates and taxes are separately to be paid to the company by the proposed member.
- 9) Under Jan Dhan Avas yojana if there is continuous default in payment for 06 months, members membership will automatically be cancelled and amount paid by the member will be forfeited and such member will not have any rights but installments as per this agreement which were defaulted, if the member during specified time limit inform this office and willing to pay the defaulted installments with an interest rate of 18% and with approval of the company such member will be again admitted to the scheme. (for example the scheme is of 60 installments and after paying 12 installments the member defaults and again willing to pay installments at the time of 30 installments, in such case he will have to first pay 18 installments with 18% interest and show his willingness to again join the scheme).
- 10) If a member is willing to avail cash from the company for the paid installments in that case if the scheme is of 60 months in that case after completion of 60 months member can give in writing to get back cash and if the scheme is of 36 months in that case after completion of 36 months he can apply in writing for cash refund. When such application is received within 90 days from the receipt of application and duly decided and approved by management member will be returned such amount without any profit and or interest. All these conditions are agreeable and shall be binding upon the member.
- 11) Any installment scheme promoted, benefits of that will be available to only the regular members, defaulted members will not be eligible for the benefits of scheme.
- 12) Under installment scheme the proposed member gives undertaking to the company that he will pay the agreed amount of installments and in no circumstance will cancel the plot. In case of not paying the full amount of plot or default in payment of installments, company will take action as per condition No. 5, which is agreeable and will remain agreeable and binding upon me / us.
- 13) Any of the scheme is based on payment terms and is directly connected with payment thus for applicability of any scheme it is important to abide by payment conditions by the proposed member.

Responsibilities of a member:

- 1) Complete information regarding this proposed scheme has been given to the member and the member is satisfied with the scheme therefore he became member.
- 2) Herewith the member who has joined the proposed scheme give undertaking to the company that he will pay the full agreed amount of the plot and in case of installments he will regularly pay the installments and in no circumstances he will cancel the plot. Total amount of plot and or irregular in paying installments, whatever action taken by company as per rules will be binding and will remain binding upon the proposed member.
- 3) For smooth maintenance of the proposed scheme / project, company will form maintenance society / association and the member who joins such proposed scheme will have to become member of such maintenance society / association at the time of registered sale deed and will have to obey the rules and also to pay the decided maintenance deposit.
- 4) No member gets rights by virtue of this agreement to create charge and or to avail loan upon the plot.
- 5) Approval of plans of this proposed scheme or revision of such plan and or addition of some part in it or cancellation of some part is the right with the company. Member has agreed to amenities, lay-outs term sheet, maintenance deposit charges etc.and shall be binding to all the members.

General information:

- 1) This agreement and rules and regulation of the proposed scheme, brochure reservation term sheet, agreement payment plan, professional conditions are subject to Government rules and amendment to it from time to time.
- 2) Stamp duty of the agreement of the plot, registration fees, legal fees, maintenance deposit , electricity and other government taxes are to be separately paid by the member to the company.
- 3) Brochure of this proposed scheme is only for understanding, it is not part of agreement or legal document.
- 4) Changes are witnessed in Government revenue Act and other Acts also, if any such situation arises of natural calamity which is not in the control of company and it is not possible to continue with the project, in those circumstances the proposed member will be paid remaining amount from the total paid up amount after deducting administrative charges. In this payment compensation of loss of interest and or any other expenses in not applicable.
- 5) If any dispute arises for this agreement in that case both the parties will first approach arbitration court GCCI Gujarat Chamber of Commerce, Ashram Road, Ahmedabad or Government approved neutral Arbitrator for Redressal of dispute. Arbitration Courts' decision shall be binding upon both the parties. After decision of Arbitrator court any other legal action can be taken. In this case of agreement Jurisdiction shall be Ahmedabad.

- 6) In this written agreement whatever is mentioned, other than this if any verbal commitment given by employee of the company and or by agent shall not be binding upon the company.
- 7) Under any of the scheme, notarized agreement done by company and proposed member, conditions contained in the agreement shall be applicable. Member will have to collect from the company notarized agreement of the selected scheme, which is must. If a member does not have notarized agreement no scheme will be applicable to him and he will not have any right and he will not be eligible for any benefits.

I / we _____ have read above mentioned conditions written in Gujarati and this is made known to me in Hindi / English and they are acceptable and binding to me and shall remain to me. If there is violation of any of the condition, company can take action as per rules ant that will be binding upon me.

Place: _____ Date: _____

Signature of customer / member

Sign of witness

Sign of witness

Signature of CMD :