

AGREEMENT FOR SALE
(Without Possession)

This **AGREEMENT FOR SALE** made at **VADODARA** on this day of, **2018** of **SHOP / OFFICE NO.** on **FLOOR** situated in the Scheme namely **“VIHAV SUPREMUS”**

BETWEEN

EXECUTOR / FIRST PARTY / VENDOR / LAND OWNER :

- (1) PATEL SHANTILAL RANCHHODBHAI,**
Aged adult, Occupation Business, [PAN – ACPPP 2703 C]
- (2) PATEL DILIPBHAI MULJIBHAI,**
Aged adult, Occupation Business, [PAN – AAZPP 1896 Q]
- (3) SHAH GIRISHBHAI SUNDARLAL,**
Aged adult, Occupation Business, [PAN – AFRPS 0368 D]
- (4) SHAH KETAN HIMMATLAL,**
Aged adult, Occupation Business, [PAN – AFRPS 0366 P]
- (5) PATEL MAHENDRABHAI GORDHANBHAI,**
Aged adult, Occupation Business, [PAN – AGDPP 5686 J]

Address MZ/18, Center point, Alkapuri, Vadodara. (Hereinafter referred to as **“FIRST PARTY”** or **“VENDOR / LAND OWNER”** in this agreement and in the meaning of the word the **FIRST PARTY** and their heirs, guardian, successors, Assignees, Administrators, executors etc. all have been included.)

SECOND PARTY / CONFIRMING PARTY :

SHAH CHINTAN GIRISHBHAI,
Aged adult, Occupation Business, [PAN – AJHPS 7551 G]
Residing at 9, Gautamnagar Society, Racecourse, Vadodara. (Hereinafter referred to as **“SECOND PARTY”** or **“CONFIRMING PARTY”** in this agreement and in the meaning of the word the **“SECOND PARTY”** and hiS heirs, guardian, successors, Assignees, Administrators, executors etc. all have been included.)

AND

THIRD PARTY / DEVELOPER / PROMOTER :

VIHAV PROPERTIES [PAN – AAOFV 6815 G] a partnership firm through its authorized partner **KUNAL RAJESHKUMAR ARYA,** Aged adult, Occupation Business, registered office at 22, Greenwoods, Gotri-Sevasi Road, New Alkapuri, Vadodara. (Hereinafter referred to as **“THIRD PARTY”** or **“DEVELOPER / PROMOTER”** in this agreement and in the meaning of the word the partnership firs of third party and present and time to time partners of firm and newly admitted partners and their heirs, guardian, successors, Assignees, Administrators, executors etc. all have been included.)

AND

THE EXECUTANT / PURCHASER / FOURTH PARTY :

.....,

Aged years, Occupation, [PAN :]

residing at

(Hereinafter referred to as “**FOURTH PARTY**” or “**PURCHASER / ALLOTTEE**” or “**YOU**” in this Agreement for Sale and in the meaning of the word the **FOURTH PARTY** and / or his / her / their heirs, guardian, successors, Assignees, Executors, Administrators etc. all have been included.)

The Land Owner/Promoter and the Allottee, where so the context permits, are hereinafter collectively referred to as “**the Parties**” and individually as “**the Party**”;

WHEREAS:

1. The Promoter is lawfully vested with and is the lawful owner and is seized and possessed of, or otherwise, well and sufficiently entitled to all those pieces and parcels of part Non-Agricultural land bearing **Block / Survey No. 710 (adm. 4047 Sq. Mt.) included in Draft T. P. Scheme No. 61 (Gotri) having Final Plot No. 166, adm. 2832-00 Sq. Mt. (as per DLR and approved map adm. 2834-00 Sq. Mt.)** in the village moje **GOTRI** of Registration District and Sub - District **Vadodara** of **GUJARAT STATE**. The Said Land more particularly described as below AND herein after referred to as the “**SAID LAND and or SAID SCHEME LAND**”.
2. That, the above land has been purchased by above said **FIRST PARTY / LAND OWNERS** Sr. No. (1) to (5) along with Kashiben Gordhanbhai Patel from previous owner Jagdishbhai Laljibhai Purohit and others by way of Sale Deed duly Registered with Office of Sub – Registrar, Vadodara vide Reg. Sr. No. 2029, dated 21/03/2002 (Order dated 26/04/2002).
3. WHEREAS, by virtue of above said Registered Sale Deed, the names of **FIRST PARTY / VENDOR / LAND OWNERS** Sr. No. (1) to (5) were mutated in the Revenue Records vide R. E. No. 6426, dated 24/06/2010 and said entry certified by competent authority on 20/12/2010. Except **KASHIBEN GORDHAN PATEL**, because of she was expired on 18/07/2008 and her another legal heirs namely Jagdishbhai Gordhanbhai Patel, Jitendra Gordhanbhai Patel and Kailashben Gordhanbhai Patel w/o. Kirit Ambalal Patel have willingly relinquished their right, interest from the **SAID LAND** in favour of their brother and son of Late Kashiben Gordhanbhai Patel namely Mahendrabhai Gordhanbhai Patel and said Relinquished Deed executed on 01/10/2017 without notarized
4. THAT, above said **FIRST PARTY / LAND OWNER** Sr. No. (4) **SHAH KETAN HIMMATLAL** had executed a Registered Gift Deed in favour of above said **THIRD PARTY / CONFIRMING PARTY** Chintan Girishbhai Shah in respect of land being Block / Survey No. 710, paiki undivided proportionate share of Shah Ketan Himmatlal’s share adm. 674-50 Sq. Mt. out of total area adm. 4047-00 Sq. Mt. and said Gift Deed duly Registered with Office of Sub – Registrar, Vadodara vide Reg. Sr. No. 9699, dated 24/08/2009 and said Gift Deed duly Registered with as per Stamp Duty applicable at that time of Rs.92.600/- and Registration Fees also paid of Rs.18,980/-.
5. BUT, the entry of above said Registered Gift Deed has not been mutated in the Revenue Records (Village Form No. 6, 7/12 and 8 – A) also not mutated in City Survey Property card. Hence, at this time the name of Shah Ketan Himmatlal reflect and mutated in the Revenue Records (Village Form No. 6, 7/12 and 8 – A) and also mutated in City Survey Property Card. Thus, **CHINTAN GIRISHBHAI SHAH** as **THIRD**

PARTY / CONFIRMING PARTY signs in this agreement / deed for the purpose of Clearance of Title of property in this agreement / deed.

6. ***That, the captioned land being Block / Survey No. 710, adm. 4047-00 Sq. Mt. land included in Draft T. P. Scheme No. 61 (Gotri) and Final Plot No. 166 allotted, and as per Final Plot No. 166, adm. 2832-00 Sq. Mt. (as per DLR record adm. 2834-00 Sq. Mt.).***
7. That, the Competent Authority, Collector, Vadodara had issued Non – Agricultural Order vide its No. N.A. / S.R. / 464 / 2017-18, No. Land – D / Sec – 65 / Vashi / 6640 to 48 / 17, dated 30/11/2017 for used of captioned land being Block / Survey No. 710, Draft T. P. Scheme No. 61 (Gotri), Final Plot No. 166, adm. 1932-00 Sq. Mt. for Residential Purpose and 900-00 Sq. Mt. for Commercial Purpose out of total land adm. 2832-00 Sq. Mt. of moje GOTRI, Dist. Vadodara for Non-Agriculture and also obtain Revised Non – Agricultural Order vide No., dated, with certain terms and conditions as mentioned therein.
8. That, the above said FIRST PARTY / LAND OWNERS along with SECOND PARTY / CONFIRMING PARTY have executed a Development Agreement in favour of THIRD PARTY / DEVELOPER / PROMOTER in respect of land being **Block / Survey No. 710 (adm. 4047 Sq. Mt.) included in Draft T. P. Scheme No. 61 (Gotri) having Final Plot No. 166, adm. 2832-00 Sq. Mt. (as per DLR and approved map adm. 2834-00 Sq. Mt.)** in the village moje **GOTRI** of Registration District and Sub - District **Vadodara** and said Development Agreement duly Registered with Office of Sub – Registrar, Vadodara vide Reg. Sr. No. 10665.
9. In pursuance of what is stated herein above, the Promoter became the lawful and absolute owner of the Project Land;
10. Thereafter, the Promoter had obtained a construction permission from Ahmedabad Urban Development Authority, which has granted permission for carrying out development as per the lay out and building plans, elevations, sections and details submitted to it by the Promoter for development on the Project Land for construction of a Residential cum Commercial Scheme, vide Commencement Letter (Rajachitthi) under No. _____ Issue dated _____.
11. Pursuant to the attainment of the requisite permissions and approvals from the concerned authorities, the Promoter has commenced the development and construction on the Project Land by the name/nomenclature **“VIHAV SUPREMUS” (“the said Scheme”)** as per the sanctioned/ authorized plans, designs and specifications as approved by the concerned/ relevant local authority from time to time.;
12. The Allottee, being desirous of possessing a shop/ office in the building known as **“VIHAV SUPREMUS”** (hereinafter referred to as the **“said Building”**) constructed and developed in the said Scheme, has approached the Promoter for the same and pursuant thereto, the Allottee has perused the title documents of the Project Land, the permissions granted by the concerned local authorities, the plans and specifications prepared in respect of the said Building, etc. to the Project Land and after satisfying himself/ herself/itself/themselves has/have agreed to purchase and acquire the rights over **OFFICE / Shop No. _____** admeasuring about _____ sq. ft.

equivalent to _____ sq. mtrs. of carpet area situated on the _____ floor of the building known as **VIHAV SUPREMUS** (hereinafter referred to as the “**said Unit**”) **TOGETHER WITH** rights and proportionate interest in the common parts, portions, areas, facilities, and amenities constructed on the Project Land with analogous rights and interest therein along with stipulated undivided interest in the Project Land. **The area of undivided land share will be transferred to the respective occupants/allottee/society.** The said Unit is more particularly evinced and described in the **SECOND SCHEDULE** hereto;

13. The Allottee has agreed to purchase the said Unit for a consideration of **Rs. _____ /- (Rupees _____ Only)** (hereinafter referred to as the “**Sale Consideration**”) along with charges as detailed in **Annexure “A”** hereto;
14. Pursuant to the aforesaid application by the Allottee, the Promoter has issued the **Letter of Allotment dated _____** thereby allotting the said Unit to the Allottee herein;
15. The Promoter has registered the said Scheme under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) read with Gujarat Real Estate (Regulation and Development) (Matter Relating to the Real Estate Regulatory Authority) Rules, 2016, and the Agreement is in accordance with the Gujarat Real Estate (Regulation and Development) (General), Rules 2017 (“**Rules and Regulations**”) and as the Act and Rules is amended from time to time with the **Real Estate Regulatory Authority at GANDHINAGAR, under no. _____**.
16. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms 7/12, 8A & Form No. 6 or any other relevant revenue/ city survey/ municipal records showing the nature of the title of the Promoter to the Project Land on which the said Unit is constructed or is to be constructed have/ has also been inspected by the Allottee and the Allottee is/are satisfied in respect thereof; herewith 7/12, title report.
17. On demand from the Allottee, the Promoter has given for inspection of all the documents of title relating to the Project Land as aforementioned and the sanctioned and authenticated copies of the lay-out plans, designs and specifications prepared by **PROMOTER’S ARCHITECTS : _____** and of such other documents as are specified under the Act, and the Rules and Regulations made thereunder to the Allottee and the Allottee has/have satisfied himself/ herself/ itself/ themselves in that regard; [description of specifications of the said project herewith attached in **ANNEXURE – B**]
18. On or before the execution of this Agreement, the Allottee has/have paid to the Promoter a sum of **Rs. _____ /- (Rupees _____ only)**, being part payment of the Sale Consideration of the said Unit (hereinafter referred to as “**Earnest Money**”) hereby agreed to be sold by the Promoter to the Allottee as an advance payment or application fee (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Allottee has/ have agreed to pay to the Promoter the balance of the Sale Consideration in the manner stipulated hereinafter;

19. Under section 13 of the said Act, the Promoter is required to execute a written Agreement For Sale of said Unit with the Allottee, being in fact these presents and also to register this Agreement under The Registration Act, 1908;
20. The Allottee has/have agreed to acquire and purchase the said Unit with full notice of the terms, provisions, covenants and conditions hereinabove recited and as mentioned in the Application form, the Allotment letter and also subject to terms and conditions hereinafter contained; and
21. The Parties are desirous of recording the terms and conditions on which the Promoter has agreed to sell the said Unit to the Allottee and the Allottee has/have agreed to purchase the said Unit from the Promoter and have entered into this Agreement for Sale (without Possession) on the terms and conditions set out herein.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as under:

The Recitals hereinabove contained shall constitute an integral part of this Agreement.
Sale Area

- 1.1 The Promoter hereby agrees to sell, assign and transfer to the Allottee and the Allottee hereby agrees to purchase and acquire from the Promoter, all the Promoter's share, right, title and interest in the the said Unit i.e. **SHOP / OFFICE No. _____** on **FLOOR** of carpet area admeasuring about _____ sq. meters along with exclusive area of the said Unit admeasuring about _____ sq. meters ("**Total Area**") on the _____ floor of the said Building i.e. "**VIHAV SUPREMUS** " along with proportionate right in common areas of the said Building namely passage, foyer, terrace, stairs, lifts etc. along with stipulated undivided interest in the land beneath the super structure of said Building and as per proposed layout of the said Unit, free from all encumbrances, lien, charges or claims whatsoever, for the Sale Consideration of **INR _____/- (Rupees _____ Only)**. The total amount paid towards the Sale Consideration is more particularly described and evinced in **THIRD SCHEDULE** and Annexure A written hereunder.
- The Allottee shall pay in addition to the Sale Consideration, other charges including charges for development of amenities, usage of common areas. The Sale Consideration, balcony, verandha, open terrace and the other charges are hereinafter collectively referred to as the "**Total Sale Consideration**". In the case of levy of any development charges/Service Tax/VAT/, Swacchh Bharat Cess, Krishi Kalyan Cess, GST and other levies, taxes & duties in future by the Statutory Authorities, the same shall be borne by the Allottee. –
- Electricity charges, Legal charges, Fire Charges are to be levied & in case of any revision from Government/respective authorities in future, the same would be recovered on actual basis.
- Maintenance Deposit of Rs. _____/- (equivalent to Rs. ____/- (Rupees _____ Only) per sq. ft. on Carpet area) shall be towards the Corpus Fund.

The above prices/payment plans are subject to revision/withdrawal at any time without notice at the sole discretion of the Promoter.

- 1.2 The Total Sale Consideration including INR _____/- (Rupees _____ Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities. For the purposes of this Agreement (i) "**Carpet Area**" shall mean and include the net usable floor area of the said Unit excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Unit, and (ii) "**Exclusive Areas**" shall mean and include exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee; and (iii) "**Car park** : _____ stilt / _____ basement parking space(s) situated in the basement/ stilt ("**Car Park(s)**")";
- 1.3 With respect to amenities other than the amenities as provided in Annexure "C" hereto, the Allottee shall be entitled to access the amenities developed by Promoter in the said Scheme on payment of additional charges, if any, as may be decided by the Promoter from time to time.
- 1.4 It is further understood and agreed by and between the Parties that any further areas that may be developed and/ or facilities and amenities that may be provided, over and above and/ or in addition to the common areas and facilities to this Agreement, may be accessible by the Allottee only on payment of extra charges as may be decided from time to time by the Promoter/ Co-operative Society or limited company formed by the OFFICE / shop owners. It is further agreed that the Allottee shall not be entitled to any right in such further areas developed and/ or facilities and amenities provided by the Promoter.
- 1.5 The Promoter may provide additional common facilities such as road, gates, drainage, ingress, and egress, sewerage, underground, reservoir, pumps, car parking space and other amenities which shall all be part of a common integrated development in the said Scheme and the Allottee shall not have any objection to it.
- 1.6 Further, the Total Sale Consideration as mentioned above excludes taxes, and taxes include Goods and Services Tax, Cess, GSTs, Local Body Tax or other taxes, duties, cesses, levies, charges which are leviable or becomes leviable under the provisions of the relevant laws or any amendments thereto pertaining or relating to the sale of said Unit. Taxes shall be paid by the Allottee upon the demand made by the Promoter within 7 (seven) working days, and the Allottee shall indemnify and keep indemnified the Promoter from and against the same.
- 1.7 The Total Sale Consideration shall not be escalated, save and except an escalation/ increase is due to increase on account of development charges OR TP incremental charges payable to the competent authority and/ or any other surge 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.

- 1.8 The Promoter may at its sole discretion permit for a rebate towards the early payments of equal installments payable by the Allottee by discounting such early payments @9 % per annum for the period by which the respective installment has been paid pre-scheduled. The provision for sanction of the aforesaid rebate and rate of rebate shall not be subject to any revision/ withdrawal, when granted to an Allottee by the Promoter.
- 1.9 It is agreed by the Allottee that the construction has been computed on the basis of Carpet Area of the said Unit being ascertained and consideration is accordingly arrived at. The Allottee agrees that the calculation of Carpet Area in respect of the said Unit is based upon the calculations at this stage and may undergo minor variation at the time of final completion of Construction of the said Unit i.e. when the occupancy certificate has been granted by the competent authority. The Promoter agrees that the variation in the Carpet Area contemplated herein shall not be more than 3% of the Carpet area of the said Unit. The Allottee hereby agrees that any such change/ revision in the Carpet Area of the said Unit is acceptable and binding upon him/ her/it/ them. Further, if the case be needed, the total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter and in furtherance thereto, if there is any reduction in the Carpet Area within the defined limit, then the Promoter shall refund the excess money paid by Allottee within 30 days with annual interest at the rate of 9_% from the date when such an excess amount was paid by Allottee, and correspondingly, 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 installment aligned in the Payment Schedule hereunder. All these monetary adjustments shall be made at the same rate per square meter as agreed herein this Agreement.
- 1.10 The Allottee hereby confirms and declares that the Promoter has the right to adjust/ appropriate all payments made by him/ her/ them/ it under any head(s) of dues against any lawful outstanding amounts, if any, in his/her/ their/ its 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. Alterations and Modifications

- 2.1 It is understood and agreed between the Parties that the Promoter is constructing the said Unit in the said Building in accordance with the, layout, plans, designs and specifications presently approved and sanctioned by the concerned local authorities or as may hereafter, from time to time, be approved by the concerned local authorities with such variations, modifications or alterations as the promoter may, from time to time, consider necessary or as may be required by the concerned authorities.
- 2.2 The Promoter shall construct the building consisting of 2 basement and ground, and 13 upper floors 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 shall obtain prior consent in writing of the Allottee in respect of variation 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.

- 2.3 The Promoter hereby declares that the Floor Space Index (“FSI”) available as on date in respect of the Project Land is 7650.53square meters only and the Promoter has planned to utilize FSI of 7294.04 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future on modification to Development Control Regulation, which are applicable to the said Scheme. Pursuant thereto, the Allottee hereby specifically agrees and consents that the Promoter shall be entitled to consume the balance FSI, if any, and also additional FSI as and when available by constructing additional buildings and structures so as to avail of the full FSI, without any further intimation to or consent of the Allottee. The FSI of any nature whether available at present or in future and/ or additional construction/s shall always be the property of the Promoter who shall be at liberty to use, deal with, dispose of, sell and transfer the same in the manner as deem fit to Promoter. If there is any balance FSI remaining after the completion of the Scheme as envisaged herein then the said FSI shall be utilized by the Promoter solely. The Allottee hereby admits and acknowledges the aforesaid rights of Promoter and shall not at any time raise any dispute objection or contention whatsoever in that behalf and hereby expressly, unconditionally and irrevocably gives consent to the same.
- 2.4 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 plans or thereafter and shall, before handing over possession of the said Unit to the Allottee, obtain from the concerned local authority occupancy and /or completion certificates in respect of the said Unit.
- 2.5 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said Scheme and handing over the said Unit to the Allottee and the Building Use Certificate or the completion certificate or both, as the case may be. Similarly, the Allottee is required make timely payments of the installment and other dues payable by him/ her/ them/ it and meeting the other obligations under the Agreement for the timely completion of construction by the Promoter as set out in this Agreement

3. Sale Consideration

- 3.1 The **Sale Consideration** of the said Unit is **Rs. _____ /- (Rupees _____ only)**. As on the date hereof the Allottee has paid a sum of **Rs. _____ /- (Rupees _____ only)** (hereinafter is referred to as “**Earnest Money**”) being part payment of the Sale Consideration. The Allottee hereby agrees to pay the Promoter the balance amount of the Sale Consideration of **Rs. _____ /- (Rupees _____ only)** (hereinafter referred to as the “**Balance Sale Consideration**”) for the purchase of the said Unit in the manner set out in the **THIRD SCHEDULE** and Annexure A hereunder written.
- 3.2 The Allottee shall make payment of the Balance Sale Consideration under this Agreement by account payee cheques and /or demand drafts and/or pay orders in favour of “_____” payable at **VADODARA**. The Allottee agrees to pay to the Promoter any incremental charges. The Allottee hereby also agrees to pay any additional charges such as area development, utility management,

infrastructure development and management, etc. at actuals over and above the Sale Consideration agreed upon.

- 3.3 The Allottee further agrees to pay to the Promoter an interest at **9 %** per annum, for the period of delay, from the date any amount becomes due and/or payable as per the **THIRD SCHEDULE** and Annexure A of this Agreement to the Promoter till the actual payment thereof, without prejudice to the other rights and remedies available to the Promoter. Once interest becomes due and payable under this clause by the Allottee, any payments made by the Allottee thereafter shall be first adjusted towards the interest due until the entire interest accrued has been received by the Promoter, and only thereafter the balance amount of the payment received by the Promoter shall be considered as payment by the Allottee towards the Balance Sale Consideration.
- 3.4 Notwithstanding anything contained in this Agreement, any amounts received from the Allottee pursuant to this Agreement shall be utilised as under:
- (i) Firstly, towards all statutory taxes due and payable on each invoice raised by the Promoter (where taxes in respect of the oldest invoice shall be cleared first) until all taxes payable have been recovered by the Promoter;
 - (ii) Secondly (and only after all amounts under sub-clause (i) have been recovered), in the event any interest becomes due and payable under Clause 3.4 above by the Allottee, towards such interest due until the entire interest accrued has been received by the Promoter,
 - (iii) Thirdly (and only after all amounts under sub-clause (ii) have been recovered), towards part of the Sale Consideration raised under various invoices where the amount raised under the oldest invoice shall be cleared first;
 - (iv) Further, in the event there is any amount remaining after adjustment of all the aforesaid amounts, the excess shall be treated as an advance received from the Allottee, however, the Allottee shall not be entitled to receive any interest on such advance paid.
- 3.5 The Allottee shall not raise any dispute or object to the sale price that may be settled between the Promoter and other Allottees of shops/offices of the said Building.
- 3.6 For the purpose of facilitating the payment of the consideration the Allottee shall be entitled to apply for and obtain financial assistance from Banks/Financial Institutions. In no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which the Allottee may obtain from such Bank/ Financial Institutions.
- 3.7 The Allottee acknowledges that the Balance Sale Consideration and the Other Charges does not include cost of registration, stamp duty, legal charges, statutory levies such as service tax, corpus fund which shall be borne by the Allottee in addition to the consideration paid as set out in clauses 3.1 and 3.2 hereinabove.
- 3.8 The Allottee will comply with its responsibility under various acts and regulations, including Income Tax provisions/ Tax Deduction at source and shall indemnify the Promoter from any non-compliance on its part.
- 3A Provisions Relating to Allottees residing outside India**
- (i) The Allottee, if resident outside India shall be solely responsible to comply with the provision of the Foreign Exchange Management Act, 1999 (FEMA)

and the Foreign Exchange Management (Acquisition and transfer of Immovable Property in India) Regulation, 2000 and/ or all other statutory provision as laid down and notified by Government or concerned statutory authorities from time to time, including those pertaining to remittance of payment for acquisition of immovable property in India.

- (ii) For the purpose of remitting funds from abroad by the Allottee, the particulars of beneficiary are to be furnished.
- (iii) The Promoter shall not be responsible towards any third party making payment/remittance on behalf of the Allottee and such third party shall not have any right in the said Unit in any manner whatsoever and the Promoter shall issue the payment receipt in the name of the Allottee only.
- (iv) For the purpose of remitting funds from aboard by the Allottee, the following particulars of the beneficiary have to be provided by the Allottee:-
 - a) Beneficiary's Name : _____
 - b) Beneficiary's A/c. No. : _____
 - c) Bank Name : _____
 - d) Branch Name : _____
 - e) Bank Address : _____
 - f) Swift Code : _____
- (v) If the Allottee is a non-resident/foreign national of Indian origin, foreign nationals/foreign company, any refund in terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactment or amendment thereof and the rule and regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/she/it/they shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. The Promoter accepts no responsibility in this regard. Further, whenever there is a change in the residential status of the Allottee after this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter.
- (vi) If any of the payment cheques/ banker's cheque or any other payment instructions of/ by the Allottee is/ are not honored for any reason whatsoever, then the same shall be treated as default under Clause _____ below and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of INR 5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be INR 10,000/- (Rupees Ten Thousand only) in addition to the interest for delayed payment. Thereafter, no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

4. Completion of Sale and Possession

4.1 Notwithstanding anything contained herein, the completion of sale shall be effected upon the fulfillment of the following:

- (i) completion of construction of the said Building and/or the said Unit is ready for occupation;
- (ii) receipt of the Completion Certificate/ Occupation Certificate/ Part Occupation Certificate/ Building Use Permission as required to be obtained under prevailing law has been provided by competent authority;
- (iii) receipt of the consideration from the Allottee as set out in the Third Schedule;
- (iv) receipt of all the charges towards common areas and amenities and all other amounts and deposits as may be fixed by the Promoter and pay any additional charges such as area development, utility management, infrastructure development and management, etc. at actuals over and above the Sale Consideration if any along with the interest on late payments;
- (v) receipt of all amounts required to be paid by the Allottee for any additional amenities for the said Unit; and
- (vi) execution and registration of the Sale Deed by affixing necessary stamp duty and payment of registration fee, legal charges and other incidental charges by the Allottee.

4.2 The ownership rights to the said Unit shall vest in the Allottee only after all the conditions for the completion of sale as set out in clause 4.1 are satisfied. The possession of the said Unit shall be handed over to the Allottee on acquiring the ownership rights to the said Unit.

4.3 All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 9% per annum or (ii) such other rate of interest higher/ lower than this as may be prescribed under the Act/ Rules ("Interest") from the date they fall due till the date of receipt/realization of payment by the other Party.

4.4 Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts as chronicled in clause 3.5 above.

4.5 The fixtures and fittings with regard to the flooring and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its/ their option in the said Building and the said Unit as are set out in **Annexure "C"**, annexed hereto.

5. Possession of the said Unit

5.1 The Promoter may complete the said Building or any part or portion thereof and obtain part/ full occupation certificate thereof and give possession of the said Unit therein to the Allottee and the other shops/offices premises to the acquirers of such shops/offices premises and the Allottee herein shall have no right to and shall not object to the same and the Allottee hereby gives his/her/its/their specific consent to the same. If the Allottee is/ are offered possession of the said Unit in such part or completed portion of the said

Building, the Promoter and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work of the said Building in which the said Unit is situated and if any inconvenience, hardship, disturbance or nuisance is caused to the Allottee, the Allottee shall not protest object to or obstruct the execution of such work nor the Allottee shall be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him/her/it/them or any other person/s.

- 5.2 The Promoter shall endeavor to complete the construction of the said Unit and give possession on or before 31st day of March of 2023. Upon the said Unit being ready for possession and occupation the Promoter shall issue the Possession Notice to the Allottee of the said Unit. If 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 amount already received by it in respect of the said Unit with interest at the same rate as may mentioned in above from the date the Promoter received the sum till the date of the amounts and interest thereon is repaid
- 5.3 Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Unit on the aforesaid date, if the completion of building in which the said Unit is to be situated is delayed on account of –
- (i) war, civil commotion or act of God; and
 - (ii) any notice, order, rule, notification of the Government and/ or other public competent authority/ Court.
- 5.4 Further, in the event the Promoter is unable to file for occupation certificate/ building use on or before the date as mentioned in clause 5.2 above, for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Allottee, the Promoter shall refund the amounts received from the Allottee along with applicable Interest from the date of payment of such amount till refund thereof.

6. Method of Taking Possession

- 6.1 The Allottee shall take possession of the said Unit within 15 days from the date Promoter offering possession of the said Unit, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Unit to the Allottee. Upon receiving possession of the said Unit or expiry of the said 15 days from offering of the possession (“**Possession Date**”) the Allottee shall be deemed to have accepted the said Unit, in consonance with this Agreement, and shall thereafter, not make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed. The Allottee expressly understands that from such date, the risk and ownership to the said Unit shall pass and be deemed to have passed to the Allottee.
- 6.2 The Allottee hereby agrees that in case the Allottee fail to respond and/or neglects to take possession of the said Unit within the time stipulated by the Promoter, then the Allottee shall in addition to the above, pay to the

Promoter applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the said Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition.

7. The Allottee hereby agrees that in case the Allottee fails to respond and/or neglects to take possession of the said Unit within the aforementioned time as stipulated by the Promoter and/or cancel/ terminate this Agreement, then the Promoter shall also be entitled to reserve its right to forfeit the entire amounts received by the Promoter towards the said Unit along with interest on default in payment of installments (if any), applicable taxes and any other charges/ amounts. The Allottee further agrees and acknowledges that the Promoter's obligation of delivering possession of the said Unit shall come to an end on the expiry of the time as stipulated by the Promoter and that subsequent to the same, the Promoter shall not be responsible and/or liable for any obligation towards the Allottee for the possession of the said Unit.
8. Formation of Organisation of the Allottees
 - 8.1 The Promoter shall form appropriate Co-operative Society/ limited company/ body of association of Allottees (hereinafter and hereinafter referred to as the "**Organization of Allottees**") which shall formulate the Rules, Regulations and Bye-laws of such Organization of Allottees of the shops/offices developed on the said Building and the Allottee shall be admitted to the membership of such Organization of Allottees. The Allottee along with the other Allottees of the shops/offices in the said Building shall join in forming the Organization of Allottees for the purpose of maintenance, management and administration of the said Building, to be known and called by such name as the Promoter may decide. The Allottee shall sign and return to the Promoter the bye laws of the Organization of Allottees within 7 (seven) days of the same being forwarded by the Promoter, to register the organization of the Allottee. The Allottee shall not raise any objection if any changes or modifications are made by the Promoter in the draft bye-laws, as may be required by the Registrar of Co-Operative Societies, as the case may be, or any other Competent Authority. The Allottee shall on demand pay to the Promoter a amount towards meeting all legal cost, charges and expenses, including professional costs of Advocates/ Solicitors of the Promoter in connection with formation of the society/ limited company/ association and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance (as depicted hereinbelow);
 - 8.2 Within 15 (fifteen) 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 land and buildings 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;
 - 8.3 Until the society or limited company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The

Allottee further agrees that till the Allottee share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution per month towards the maintenance charges. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same transferred to the society or the association of the limited company as aforesaid;

8.4 In the event of the Organization of Allottees being formed and in the event of the Allottee being admitted as a member of the Organization of Allottees before the sale of all the premises in the said Building, the powers and authorities of the Organization of Allottees of the premises in the said Building shall be subject to the overall control of the Promoter in respect of any of the matter concerning the said Building. The Promoter shall have absolute authority and control as regards the disposal of the unsold premises or the premises of which the agreement is cancelled at any stage for any reason whatsoever, and all the Allottees of such premises shall be admitted as member of the Organization of Allottees with the same rights, same benefits and subject to same obligation as the Allottee and the other members of the Organization of Allottees may be entitled/ liable to any reservation of condition whatsoever and the Allottee hereby agrees to give consent to admit such Allottees as the members of the Organization of Allottees without raising any objection whatsoever and without demanding any additional amounts except share money . Further, Promoter may become a member of the association/ society/ limited company to the extent of the unsold/ un-allotted unit/covered car parking space in the said Building; and

8.5 At the time of registration of conveyance or lease of the structure of the said Unit of the said Building, the Allottee shall pay to the Promoter, the Allottee share of stamp duty and registration charges payable, by the association/ society/ limited company on such conveyance or lease or any documents or instruments of transfer in respect of the structure of the said Unit of the said Building. At the time of registration of conveyance or lease of the Project Land, the Allottee shall pay to the Promoter, the Allottee share of stamp duty and registration charges payable, by the association/ society/ limited company on such conveyance or lease or any document or instruments of transfer in respect of the structure of the Project Land to be executed in favor of the association/ society/ limited company.

9. Conveyance

Upon completion of the entire development of the said Scheme and upon utilization of the entire FSI available, the Promoter has the right to convey the common areas and facilities appurtenant to the said Building alongwith the land beneath the superstructure to the Organization of the Allottees. Upon formation of such Organization of the Allottees/ association/society/ limited company, the Promoter shall convey the common areas and facilities in the said Scheme to the Allottees which shall be administered and managed by the Organization of the Allottees/ association/society/ limited company. Further, the Promoter has the right to convey the common areas and facilities appurtenant to the said Scheme to the Allottees and the undivided land in the said Scheme to the Organization of the Allottees/ association/society/ limited company to be formed of the Organization of the Allottees. The Allottee hereby agree(s) and confirm(s) that till conveyance of the OFFICES / shops and underlying land to the Organization of the Allottees, the Allottee shall continue to pay all the outgoings as imposed by VMC and / or concerned

authorities and proportionate charges to the Promoter from time to time. All costs, charges and expenses including stamp duty, registration charges and expenses incidental to the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the Organization of the Allottees/ association/all Allottee of OFFICES / shops in the said Building on a proportionate basis.

10. Covenants, Representations & Warranties

The Promoter doth hereby represents, covenants and undertakes as under:

- (i) has clear and marketable title with respect to the Project Land; as declared in the title report and has the requisite rights to carryout development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the said Scheme;
- (ii) has lawful rights and requisite approvals from the competent Authorities to carryout development of the said Scheme and shall obtain requisite approval from time to time to complete the development of the said Scheme;
- (iii) There are no encumbrances upon the Project Land or the said Scheme 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 the said Scheme except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project Land or the said Scheme/said Building 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 Land or the said Scheme/said Building 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 Land or the said Scheme/said Building and common areas;
- (vi) 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) 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 or the said Scheme and the Said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) 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) At the time of execution of the conveyance deed of the structure to the organization of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Organization of the Allottees;

- (x) 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 outgoing, whatsoever, payable with respect to the said Scheme to the competent Authorities;
- (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 Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the said Scheme except those disclosed in the title report.
- (xii) construct the said Building in accordance with the plans, designs, specifications approved by the concerned local authority and which have been provided to the Allottee, with such variations and modifications as the Promoter may consider necessary on final approval of the said Scheme or otherwise as required by the concerned authority;
- (xiii) The amounts paid by the Allottee to the Promoter as contribution towards the outgoings shall remain with the Promoter, till the Organization of the Allottees is formed. The said amount or balance, if any, of the aforesaid deposits and advances shall be paid over by Promoter to the Organization of Allottees to be formed by the allottees of the OFFICES / shops in the said Scheme; and
- (xiv) The Promoter hereby confirms that prior to the implementation of the Act, the Promoter has adhered to all the applicable local laws and relevant other laws towards the said Property.

The Allottee doth hereby represents, covenants and undertakes as under:

- (i) On or before delivery of possession of the said Unit pay to the Promoter, the Total Sale Consideration, proportionate share of taxes, any other charges as decided by the Promoter, the amount towards advance maintenance, share money, legal charges, society admission fee, stamp duty, registration fees, as fixed by the Promoter and such amounts agreed upon herein;
- (ii) Take possession of the said Unit within 15 days of the Promoter giving intimation to the Allottee that the said Unit is ready for use and occupation;
- (iii) The common area, facilities and amenities, lobbies, entrances and stairways of the said Building shall not be obstructed or used for any purpose other than ingress to and egress from the said Unit;
- (iv) Use the said Unit or any part thereof or permit the same to be used only for purpose as it's allowed as per rules and regulations by local competent authority and shall not use it for any other purpose(s) whatsoever.
- (v) pay proportionate or full amount as the case may be towards deposit, services charges, supervision charges and any other such statutory demand from the government authorities for providing electrical power, energy

meters, water connection, sewerage and drainage connection etc. as applicable, in addition to the agreed consideration of the said Unit;

- (vi) pay to the Promoter share money, society admission fee, proportionate share of taxes, cess, Electricity charges, VUDA / VMC charges, statutory dues etc. on actuals and the legal charges within seven days of demand thereof by the Promoter;
- (vii) Sign and execute the application for membership and other papers and documents necessary for the formation of the Organization of Allottees and for becoming a member of such Organization of Allottees, and sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Organization of the Allottees;
- (viii) Maintain the said Unit at his/ her/ their/ its own cost in good condition from the date the possession of the said Unit and not do anything in or to the said Building in which the said Unit is constructed or to the staircase or any passages or to do anything which may be against the rules, regulations or bye-laws of concerned Organization of Allottees or any other authority or change/alter or make addition in or to the building in which the said Unit is constructed and the said Unit itself or any part thereof without the prior permission of such Organization of Allottees and/or the concerned authorities;
- (ix) The Allottee shall not protest, object to or obstruct the execution of the construction work nor the Allottee shall be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to him/ her/ it/ them or any other person/s, for any inconvenience, hardship, disturbance or nuisance caused to the Allottee during the construction of the said Building by the Promoter;
- (x) Not to interfere with the rights of the Promoter to construct at such locations, as it may from time to time decide, any additional buildings/structures, substations for electricity or and build underground and overhead tanks structures for watchman cabin, toilet units for domestic servants/ watchmen, septic tank, soak pits and other structures the locations of which are not particularly marked or shown in the building plans or layout plans and laying through or under or over the ground or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for the said Building and other structures which are to be developed and constructed by the Promoter, and raise any dispute in any Court of law by way of injunctions or prohibitory orders from any tribunal, body or authority or under any provisions of law or otherwise;
- (xi) Shall use the common DTH disc and telecommunication's service provider as provided on the common terrace and shall not put up any personal disc and draw cables out of it in the common areas;

- (xii) Not to do anything which causes damage or is likely to jeopardize the safety of the said Unit and the said Building which shall reduce the value thereof and any damage caused to the said Building or to the said Unit on account of negligence or default of the Allottee, the Allottee shall be liable for the consequences thereof;
- (xiii) Carry at his/ her/ their/ its own cost all internal repairs to the said Unit and maintain 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 said Building in which the said Unit is situated which may be contrary to the rules and regulations and bye-laws of the society/ 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
- (xiv) 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, not to make any alteration in the elevation and outside colour scheme of the building in which the said Unit is situated and keep the portion, sewers, drains, pipes in the said Unit and appurtenances thereto, in good tenantable conditions and not chisel or in any other manner damage columns, beams, wall, slabs or RCC, Partition walls, shear walls or other structural components in the said Unit without the prior written permission of the Promoter/ Organization of the Allottees;
- (xv) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building in which the said Unit is situated or any part thereof, or whereby any increased premium shall become payable in respect of such insurance;
- (xvi) Bear and pay all present and future applicable taxes/ levies/ cesses and/ or any increase thereto including service tax, VAT, local taxes, water charges, insurance, duties, cess and such other levies, if any, which are imposed by the concerned local authority and/ or Government and/ or other public authority, as and when demanded by the Promoter including but not restricted to Goods and Services tax on sale of premises by the Promoter or on account of change of user of the said Units by the Allottees/s;
- (xvii) Pay the applicable stamp duty, registration charges Legal/Advocate charges and other incidental expenses payable, at the time of registration of this Agreement and the Sale Deed or any other deed/ instrument incidental thereto, whenever the same is executed;
- (xviii) 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;
- (xix) Shall not put or allow to be put any Board, Name Plate, Sign Board and/or any other kind of display of any nature, on the common wall, main entry gate

and/ or on the exterior side of the development to be planned and/ or in the open space to the Project Land or any part of the building except whatever is provided by Promoter, without the written consent of Promoter. The size, colour and place of the Board/signage (if any) shall be decided by the Promoter;

- (xx) be responsible for getting his/her/its/their name mutated in the records of the appropriate authority with respect to the said Unit and shall not hold the Promoter liable/responsible to mutate his name with respect to the said Unit;
- (xxi) The Promoter shall be entitled to utilize the terrace for putting up additional construction in the event of they being granted additional FSI as permissible by law. Further, the Allottee is/are not entitled to claim any right to use and enjoy.
- (xxii) Observe and perform all the rules and regulations which the Organization of Allottees 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 shops/offices 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;
- (xxiii) Observe and perform all the stipulations and conditions laid down by the Promoter/ Organization of Allottees regarding the occupation and use of the said Unit in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this Agreement;
- (xxiv) Permit the Promoter and its surveyors and agents, at all reasonable times, to enter into and upon the said Building or any part thereof for the purpose of carrying out repairs/ maintenance, till the conveyance of all rights, title and interest in the said Building in which said Unit is situated is executed;
- (xxv) The Allottee agree(s) and undertake(s) to maintain and not to do anything which has the effect of affecting the structural stability of the said Building and also not to store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the said Building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner. The Allottee shall not do or cause anything to be done in or around the said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit. The Allottee shall not make in the said Unit any structural additions and/or alterations to the beams, columns, partition walls, shear walls, etc. or improvements of a permanent nature. If the Allottee demolishes, punctures, and/or in any other way alters the existing walls and/ or add or in any way put up a new concrete or masonry structure/ partition in the said Unit, since the building structure is not designed to take such load the stability of the said Building will be endangered. The Allottee further indemnifies the Promoter that in the event of happening of any of the events as mentioned above, the Allottee would be solely responsible for the same;

- (xxvi) The Allottee hereby confirm(s) and acknowledge(s) that the specifications mentioned in the advertisement/ communications or the sample Unit and its colour, texture, the fittings/ fixtures or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The Allottee has/have not relied on the same for his/ her/ their/ its decision to acquire said Unit in the phase and also acknowledges that the Allottee has/have seen all the sanctioned Layout plans and time schedule of completion of the said Scheme;
- (xxvii) The Allottee undertakes that the Allottee has/ have taken the decision to purchase the said Unit out of his/ her/ their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement;
- (xxviii) Save and except the information/ disclosure contained herein the Allottee confirm(s) and undertake(s) to not to any make any claim against Promoter or seek cancellation of the said Unit or refund of the monies paid by the Allottee by reason of anything contained in other information/ disclosure not forming part of this Agreement including but not limited to publicity material/ advertisement published in any form or in any channel;
- (xxix) The Allottee agree(s) and undertake(s) that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Unit by concerned authorities due to non-payment by the Allottee or any other shops/offices allottee of their respective proportion of the taxes/ outgoings payable to the concerned authorities on account of default in making such payments;
- (xxx) In case the shop/office owners of the said Building are desirous to create facility of hydraulic parking, the same shall be done at their own cost and such hydraulic parking shall be allowed at designated spaces approved by the Promoter/ Organization of Allottees;
- (xxxi) Not to raise any requisition for further documents or objection to the title and/or the rights of the Promoter in relation to the Project Land on any ground whatsoever;
- (xxxii) Confirm/ declare that he/ she/ they has/ have agreed to purchase the said Unit after due verification of all the relevant aspects and has satisfied himself/ herself/ themselves/ itself in this regard; and
- (xxxiii) Confirm/ declare that any refund to be made under this Agreement by the Promoter to the Allottee, shall be made in favour of the First Applicant (in case of more than one applicant/Allottee) of the said Unit. Such refund by the Promoter in favour of the First Applicant shall be deemed to be made in favour of all the applicants/Allottees of the said Unit and all the applicants of

the said Unit shall adjust the refunded amount as per their internal understanding. The Parties hereby agree to this mode of refund by the Promoter and further state and confirm that this mode of refund shall absolutely discharge the liability of the Promoter against the remaining applicants/Allottees of the said Unit.

- (xxxiv) Confirm/ declare that he/ she/ they/ it shall not claim any right, title or interest in case of any additional FSI being made available to the Promoter with regard to the said Building over and above what has been contemplated herein and the Seller shall be entitled to utilize the same as per their mutual understanding; and
- (xxxv) Shall not install any outdoor unit for air-conditioning except specific duct area provided by the promoter.
- (xxxvi) Offices along with terraces, no Allottee shall make any permanent or temporary RCC or fabrication structure on terrace area. Only Some gazebo kind of wooden structure may be allowed with prior written consent from promoter / association of allottee.
- (xxxvii) Ground floor front side / road side margin parking area shall be utilized by showroom allottees of ground and first floor whereas 2 level basement parking to be utilized by allottees of offices.

11. Building Complex Rules

- (i) The lobbies, entrances and stairways of the said Building shall not be obstructed or used for any purpose other than ingress to and egress from the said Unit;
- (ii) No Allottee shall make or permit any disturbing noises in the said Unit or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other purchase Allottee. No Allottee shall use any loud speaker in the said Unit if the same shall disturb or annoy other occupants of the said Building;
- (iii) Each Allottee shall keep his Unit in a good state of preservation and cleanliness and shall not indulge into spitting of pan/ ghutka any portion/ area of the said Building;
- (iv) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the said Building except such, as shall have been approved by the Promoter/ Organization of Allottees, nor shall anything be projected out of any window of the said Building without similar approval;
- (v) No television disc shall be attached to or hung from the exterior of the said Unit;
- (vi) No vehicle belonging to Allottee as well as visitor shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of said Building by another vehicle;
- (vii) Amenities and garden sapce provided with temporary structure on the terrace of the said building only shall be utilized and enjoyed by the allottees of the said building.
- (viii) These Building Complex rules may be added to, amended or repealed at any time by the Promoter/ Organization of Allottees.

12. Default by Allottee

- 12.1 In the event, the Allottee fails or neglects to (i) make the payment of the Balance Sale Consideration in installment in accordance with terms of this Agreement and all other amounts due including but not limited to estimated other charges due from the Allottee as mentioned in this Agreement on due dates and/ or (ii) comply with its obligations, terms conditions as set out in this Agreement, the Promoter shall be entitled, without prejudice to other rights and remedies available to the Promoter including charging of interest for delayed payment, after giving 15 (fifteen) days prior notice to the Allottee, to cancel/terminate the transaction.
- 12.2 In case the Allottee fails to rectify the default within the aforesaid period of 15 (fifteen) days then the Promoter shall be entitled, at its sole option, to terminate this Agreement and forfeit (a) Earnest Money from the amounts paid till such date and (b) Interest on any overdue payments and (c) brokerage paid to brokers, if any, and (d) administrative charges as per Promoter's policy and (e) all taxes paid by the Promoter to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Allottee has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank, (collectively referred to as the **"Non-Refundable Amount"**). Balance amounts, if any, without any liabilities towards costs/ damages/ interest etc. shall be refunded without interest whatsoever simultaneously upon the Allottee executing and registering the deed of cancellation or such other document (**"Deed"**) within 15 (fifteen) days of termination notice by the Promoter, failing which the Promoter shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee and the Allottee hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/ registration shall not prejudice the cancellation, the Promoter's right to forfeit and refund the balance to the Allottee and the Promoter's right to sell/transfer the said Unit to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Sale Consideration shall not be refunded upon such cancellation/ termination. Further, upon such cancellation, the Allottee shall not have any right, title and/or interest in the said Unit and/or the said Building and/or the Project Land and the Allottee waives his/ her/ their/ its right to claim and/ or raise any disputes against the Promoter in any manner whatsoever. The Allottee acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.
- 12.3 Termination by Allottee before Possession Date: In the event, the Allottee intends to terminate this Agreement, then the Allottee shall give a prior written notice (**"Notice"**) of 60 (sixty) working days to the Promoter expressing his/ her/ its/ their intention to terminate this Agreement. The Allottee shall also return all documents (in original) with regards to this transaction to the Promoter along with the Notice. Upon receipt of Notice for termination of this Agreement by the Promoter, this clause shall be dealt with in accordance with clause 11.1 above.

13. Representation for Third Parties

The Allottee hereby acknowledge(s), agree(s) and undertake(s) that the Allottee shall neither hold the Promoter or any of its sister concerns/ affiliates liable/ responsible for any representations/ commitments/ offers made by any third party to the Allottee nor make any claims/ demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.

14. General Representations and Warranties

Each party represents and warrants to the other that:

- (i) It has power to execute, deliver and perform its obligations under this Agreement and all necessary corporate, shareholder and/or any other required sanction has been taken to authorize such execution, delivery and performance;
- (ii) This Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
- (iii) The execution, delivery and performance of its obligations under this Agreement does not and will not:
 - (a) Contravene any law, regulation or order of any Governmental or other official body or agency or any judgment or decree of any court having jurisdiction over it; or
 - (b) Conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.

15. Promoter shall not mortgage or create a charge

After the execution of this Agreement, the Promoter shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Unit.

16. Waiver

Any delay tolerated or indulgence shown by the Promoter, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Allottee by the Promoter, shall not be treated/ construed/considered, as a waiver or acquiescence on the part of the Promoter of any breach, violation, non-performance or non-compliance by the Allottee of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/ remedies of the Promoter.

17. 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 sign(s) and deliver(s) 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 the Allottee 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.

18. 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 regards to the said Unit/ said Building/ Project Land as the case may be.

19. Right to Amend

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

20. 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 said Scheme 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 said Unit for all intents and purposes.

21. 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.

22. Method of Calculation of Proportionate Share Wherever Referred to in the Agreement

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in said Scheme, the same shall be in proportion to the Carpet Area of the said Unit to the total carpet area of all the OFFICES / shops in the said Scheme.

23. 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 the 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.

24. Dispute Resolution:

24.1 In case the Parties are unable to settle their disputes amicably within 30 (thirty) days of intimation of dispute by either Party, the Parties shall at the first instance, if permitted under applicable laws, have the option to settle through arbitration in accordance to the procedure laid down under the applicable laws. The costs towards the same shall be shared equally by the

Parties. The award/ verdict/ order etc. passed therein shall be final and binding on the Parties to the reference.

24.2 This Agreement shall be governed by the laws of India and subject to the provisions of Clause 23.1 above the courts at Vadodara, Gujarat shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with any matter set out hereinabove.

25. Joint Allottees

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.

26. Place of Execution

- a) The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.
- b) The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

27. Miscellaneous

- 27.1 The Allottee shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, common terrace, recreation spaces, etc. will remain the property of the Promoter, until the rights title and interest in such properties is transferred to the Organization of Allottees as hereinbefore mentioned;
- 27.2 If the Allottee brings to the notice of the Promoter any structural defect in the said Unit / said Building within a period stipulated under the applicable laws from the date of handing over of the said Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Unit or the said Building in which the said Unit is situated or any defect 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 Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act and the Rules and Regulations therein. 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. After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his/ her/ its/ their own costs.
- 27.3 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 AD / Under Certificate of posting at the address specified below:

Allottee:

PROMOTER / DEVELOPER NAME :

VIHAV PROPERTIES, a partnership firm
office at 22, Greenwoods, Gotri-Sevasi Road, New Alkapuri, Vadodara.

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.

- 27.4 In the event of the said Unit being transferred by the Allottee to a third party, any such Allottee shall also observe all the conditions contained herein which are intended to preserve the homogeneity and purpose of the said Building including but not limited to Clause 9 and suitable clauses, to this effect shall

be incorporated by the Allottee in the document conveying the said Unit to such other Allottee;

- 27.5
- The Total Sale Consideration as stated in this Agreement excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Scheme payable by the Promoter) upto 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; and
- 27.6
- The Promoter shall be entitled to assign its rights and obligations to its subsidiary or affiliate or its group company or any third party for the purpose of development of the said Building or any part thereof as agreed between them subject to the provisions of the Act and Rules and other relevant extant laws in India.

FIRST SCHEDULE

(Description of Project Land)

There is Non Agricultural Land bearing **Block / Survey No. 710 (adm. 4047 Sq. Mt.) included in Draft T. P. Scheme No. 61 (Gotri) having Final Plot No. 166, adm. 2832-00 Sq. Mt. (as per DLR and approved map adm. 2834-00 Sq. Mt.)** in the village moje **GOTRI** of Registration District and Sub - District **Vadodara**.

SECOND SCHEDULE

(Description of said Unit)

Shops / offices No. _____ on **FLOOR** of carpet area admeasuring sq. meters along with exclusive area admeasuring about sq. meters (**“Total Area”**) on the floor of the building known as **“VIHAV SUPREMUS”** constructed on a portion of the Project Land and proportionate right in common areas of the said Building namely passage, foyer, terrace, stairs, lifts etc. along with stipulated undivided interest in the land beneath the super structure of said Building, and bounded as follows:

- East :
- West :
- North :
- South :

THIRD SCHEDULE

Sr.No.	Particulars of consideration	Rupees
(i)	Towards the Carpet Area of the Shop/Office.	
(ii)	Towards the Exclusive Areas of the Shop/Office	
(iii)	Towards Car Park(s).	

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first hereinabove mentioned.

Date :/...../2018

Place : Vadodara

EXECUTOR / FIRST PARTY / VENDOR / LAND OWNER :

PATEL SHANTILAL RANCHHODBHAI

PATEL DILIPBHAI MULJIBHAI

SHAH GIRISHBHAI SUNDARLAL

SHAH KETAN HIMMATLAL

PATEL MAHENDRABHAI GORDHANBHAI

SECOND PARTY / CONFIRMING PARTY :

SHAH CHINTAN GIRISHBHAI

THIRD PARTY / DEVELOPER / PROMOTER :

VIHAV PROPERTIES, a partnership firm
through its authorized partner

KUNAL RAJESHKUMAR ARYA

WITNESS

.....

.....

ANNEXURE "A"

(Payment of Balance Sale Consideration)

- (i) 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 fees and hereby agreed to pay to that _____ the balance amount of Rs. _____/- (Rupees _____ only) in following manner:-
- (ii) Amount of Rs./- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the _____ after the execution of Agreement.
- (iii) Amount of Rs./- (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the _____ on completion of the Plinth of the building or which in which the said Unit is located.
- (iv) Amount of Rs./- (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the _____ on completion of each of the slabs of 1st floor, 4th floor, 7th floor, 10th floor and 13th floor respectively including podiums and silts of the building or wing in which the said Unit is located.
- (v) Amount of Rs./- (Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the _____ on completion of the walls, internal plaster, floorings doors and windows of the said Unit.
- (vi) Amount of Rs./- (Rupees _____ only) (not exceeding 80% of the total consideration) to be paid to the _____ on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Unit.
- (vii) Amount of Rs./- (Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the _____ on completion of the external plumbing and external plaster, elevation, terrace with waterproofing, of the building or wing in which the said Unit is located.
- (viii) Amount of Rs./- (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the _____ 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.
- (ix) Balance Amount of Rs./- (Rupees _____ only) 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.

ANNEXURE “B”

(description of specifications, common areas, facilities and amenities)

UNIT SPECIFICATIONS :

Structure & Construction :

- a. Earthquake Resistant RCC Structure*
- b. Minimum Columns & Beams for Maximum Flexibility in Interior Planning*

Flooring :

- c. Vitrified flooring in Each Unit*

Exterior Glazing:

- d. Hi – Tech Glazing System with Low Heat Transmission Glass*

Electrification :

- e. Concealed Copper Wiring with Branded Modular switches with TV / Telephone / Internet*

Points :

- f. AC Points in each unit as per Consultants Design*

Plumbing :

- g. Provision of Pantry & amp; Toilets in each unit*

Finishing :

- h. Inside smooth plaster with Putty / Primer Finish*
- i. Outside Plaster with Exterior Paints*

ANNEXURE “C”

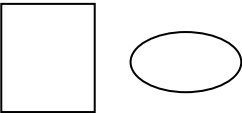
(Description of the fixtures, fittings and amenities to be provided in the said Unit and the said Building)

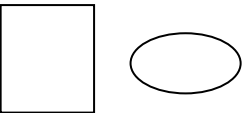
AMENITIES :

- ❖ *Ample parking facility on Ground Floor and Two Level Basement*
- ❖ *Allocated staircase for First Floor Entry*
- ❖ *3 Nos. of High speed elevators starting from Basement*
- ❖ *Double Height Entrance foyer & Waiting lounge*
- ❖ *Dg power Backup for Common Utility*
- ❖ *Security & Surveillance through CCTV*
- ❖ *Water proofing treatment on terrace*
- ❖ *Ample water supply with underground and overhead water tanks*
- ❖ *Gym & Conference room on terrace*

According to Schedule Under Registration Act, 1908
Section 32 (A)

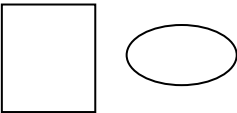
THE EXECUTANT / PURCHASER / FOURTH PARTY :



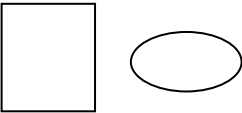


EXECUTOR / FIRST PARTY / VENDOR / LAND OWNER :

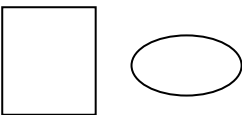
PATEL SHANTILAL RANCHHODBHAI



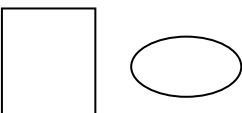
PATEL DILIPBHAI MULJIBHAI



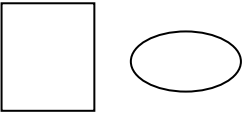
SHAH GIRISHBHAI SUNDARLAL



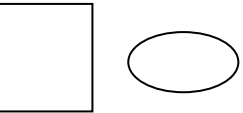
SHAH KETAN HIMMATLAL



PATEL MAHENDRABHAI GORDHANBHAI



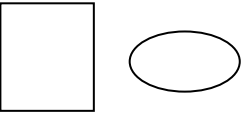
SECOND PARTY / CONFIRMING PARTY :



SHAH CHINTAN GIRISHBHAI

THIRD PARTY / DEVELOPER / PROMOTER :

VIHAV PROPERTIES, a partnership firm
through its authorized partner



KUNAL RAJESHKUMAR ARYA