

DRAFT AGREEMENT TO SALE

This Agreement made at.....this.....day of..... in the year Two Thousand a n d between Servashanti Properties Private Limited having its Registered Office at A/ 114 Siddhi Vinayak Towers, B/h DCP Office, Off S.G. Highway, Makarba, Ahmedabad- 380051 hereinafter referred to as "the Vendor" of One Part

And

_____residing/ having its Registered Office at ----- hereinafter referred to as "the Allottee" of the Other Part.

WHEREAS the Allottee is offered Unit number-----on----- floor, (herein after referred to as the said "Unit") in the Project called Siddhi Vinayak Arcade Block B (herein after referred to as the said "Project") being constructed, by the Vendor on Permanent Leasehold Commercial purpose Non Agricultural Land Bearing (1) Survey No. 379+380+381/124 admeasuring about 474 Sq. Mts. and (2) Final Plot No. 315 paiki admeasuring about 371 Sq. Mts.of Town Planning Scheme No. 26 totally admeasuring about 845 Sq. Mts. situate, lying and being at, Mouje Vasna, Taluka Sabarmati in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi) or thereabouts more particularly described in the Schedule A hereunder written (hereinafter referred to as "the project land").

AND WHEREAS the Vendor is entitled and enjoined upon to construct buildings on the project land.

The Vendor has proposed to construct on the project land, a commercial building with basement and multiple floors.

The Vendor has appointed an Architect for the preparation of design and drawings of the building/s and the Vendor accepts the professional supervision of the Architect till the completion of the building.

The Vendor has also appointed a Structural Engineer for the preparation of the structural designs and drawings of the buildings.

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

The Vendor has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Vendor for allotment of Unit No. onfloor in the building being constructed in the said Project.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Vendor a sum of Rs _____ (Rupees _____) only, being only part payment of the sale consideration of the Unit agreed to be sold by the Vendor to the Allottee as advance payment or Booking Fee (the payment and receipt where of the Vendor both hereby admit and acknowledge) and the Allottee has agreed to pay to the Vendor the balance of the sale consideration as per the payment plan mentioned in this agreement

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Allottee hereby agrees to purchase the Unit and the garage/covered parking (if applicable).

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

1. The Vendor shall construct the said building on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
2. The Allottee hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Allottee Unit No. ----- of carpet area admeasuring _____ Sq. Mts on _____ floor in the building (hereinafter referred to as "the Unit") as shown in the Floor plan thereof hereto annexed and for the consideration of Rs. _____ including proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities.
3. The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees ----- only) as advance payment and hereby agrees to pay to that Vendor the balance

amount of Rs ----- (Rupees -----) in the following manner:

Date	Amount (in Rs.)	Cheque No.	Bank Details

4.
- The Total Price above excludes GST, Registration and Stamp Duty or any other similar taxes, which may be levied, in connection with the construction of and the Project payable by the Vendor up to the date of handing over the possession of the Unit.
5.
- The Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in clause1(b) herein above. ("Payment Plan").
6.
- Whereas it is made expressly clear that the Allottee is not given any right belonging to Future F.S.I. and the Allottee shall not be entitled to use the said Future F.S.I. or any part thereof for any purpose whatsoever and whereas the Owner or its assigns or transferees reserves the right to use that future F.S.I. rights to utilize the same in a manner as and when (even after handing over of the possession of the units to the concerned Allottees) they deem fit at their own discretion without taking any approval/ consent from the Allottees or its assigns or transferees shall be entitled to utilize the said Future F.S.I. on such terms & conditions as the Owner or its assigns or transferees deem fit and the income thereof shall be of the Owner's or its assigns' or transferees'. And for any of the above referred activity initiated by the Owner or its assigns or transferees Allottee shall not raise any objection for the same and the Owner or its assigns or transferees are not required to obtain any permission prior to initiating any such activity. And the strength of the structure of each building in the Project has been pre-planned and being prepared for the total construction of more than approved under existing plan, considering (keeping in mind) the gain in F.S.I. and accordingly permission of constructing additional floors in future. The Allottee is to be informed by the Owner regarding such planning for additional construction in future and accordingly Allottee is well aware regarding same and shall never raise any objection and if any raised in future all such objections will be considered as null and void.The Owner reserves the exclusive ownership and possession rights of the Terrace situated on the Top Floor of the Building. Accordingly the Owner is entitled to use the said terrace or transfer / assign the terrace in part or in full at its sole discretion and income thereof will of the Owner only. And whereas the Owner or their assigns or transferees reserves the right to construct additional floors on or above the terrace or to transfer the said Future Built-Up F.S.I. to any other of their project or to transfer the same to any third party to utilize the same to any other project of any third party. And for any of the above referred activity initiated by the Owner or their assigns or transferees The Allottee shall not raise any objection for the same and the Owner or their assigns or transferees are not required to obtain any permission from the Allottees / their transferees / assignees or from the Maintenance society prior to initiate any such activity. Only the terrace situated above the stair cabin has been kept as common terrace for all the members. That terrace can also be use and utilized with prior permission of the Owner to maintain the equality and discipline amongst the members.
7.
- Without prejudice to the right of Vendor to charge interest on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Vendor under this

Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing two defaults of payment of installments, the Vendor shall at his own option, may terminate this Agreement.

8. **Procedure for taking possession-** The Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement to be taken within 15 days (fifteen days) from the date of issue of such notice and the Vendor shall give possession of the [Unit] to the Allottee.
9. The Allottee agrees to pay the maintenance charges as determined by the Vendor or association of allottees, service society as the case may be.
10. **Failure of Allottee to take Possession of [Unit]:** Upon receiving a written intimation from the Vendor as per clause 4, the Allottee shall take possession of the Unit from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Unit to the allottee. In case the Allottee fails to take possession within the time provided in clause 4 such Allottee shall be liable to pay maintenance charges from the date of offer of possession.
11. The Allottee along with other allottee(s) of Units in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Vendor may decide and for this purpose also from time to time sign and execute the application for registration and/or membership.
12. Over and above amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Vendor such proportionate share of the outgoings as may be determined by the Vendor and which are not covered in any other provisions of this agreement.
13. The Allottee shall pay to the Vendor a sum, for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendor in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
14. **The Vendor hereby represents and warrants to the Allottee as follows:**
 - i. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - ii. The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
15. **The Allottee/s with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Vendor as follows:**
 - i. To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done

anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws.

- ii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- iii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Allottee for any purposes other than for purpose for which it is sold.
- iv. 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 Unit until all the dues payable by the Allottee to the Vendor under this Agreement are fully paid up.
- v. Till a conveyance of the project land on which the building in which Unit is situated is executed, the Allottee shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Units or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred as hereinbefore mentioned.

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

18. **Right to amend:** This Agreement may only be amended through written consent of the Parties.

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

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

Allottee:

Address:

Vendor: Servashanti Properties Pvt Ltd
A/ 114 Siddhi Vinayak Towers,
Bh DCP Office, Off SG Highway,
Makarba, Ahmedabad- 380051

Notified Email ID:

Notified Email ID:

It shall be the duty of the Allottee and the Vendor 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 Vendor or the Allottee, as the case maybe.

18. **Joint Allottees:**

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

19. **Stamp Duty and Registration:** The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

Signed and delivered by the within named

Allottee:

Signature:

At ----- on -----

In the presence of WITNESSES:

Name	Signature
1.	
2.	

Signed and delivered by the within named

Vendor: Servashanti Properties Private Limited

(Authorized Signatory)

In the presence of WITNESSES:

Name	Signature
1.	
2.	

Please affix
photograph
and sign
across the
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Please affix
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SCHEDULE 'A'

Unit No. -----, having **Carpet Area admeasuring ----- Sq. Mts** on (i.e. **Built Up Area of ----- Sq. Mts** as per the approved plans) on ---- **floor** in the Project known as Siddhi Vinayak Arcade Block B together with the undivided proportionate share in the Permanent Leasehold Commercial purpose Non Agricultural Land Bearing (1) Survey No. 379+380+381/124 admeasuring about 474 Sq. Mts. and (2) Final Plot No. 315 paiki admeasuring about 371 Sq. Mts. of Town Planning Scheme No. 26 totally admeasuring about 845 Sq. Mts. situate, lying and being at, Mouje Vasna, Taluka Sabarmati in the Registration District of Ahmedabad and Sub District of Ahmedabad-4 (Paldi)and bounded :

On the East : _____

On the West : _____

On the North : _____

On the South : _____

SCHEDULE 'B'
Floor Plan of the Unit