

AGREEMENT TO SELL
(WITHOUT POSSESSION)

THIS AGREEMENT made at Ahmedabad this _____day of _____, 2017
 BETWEEN

_____ (P.A.No. _____) a Partnership Firm registered under the
 Indian Partnership Act, 1932 having its principal place of business at

OR

_____ **LLP** (P.A.No. _____) a Partnership firm duly
 incorporated under section 12 (1) of the Limited Liability Partnership Act, 2008 and
 registered with the Registrar, _____ on _____ under LLP
 Identity Number _____ having its Registered Office at

 _____ Ahmedabad

hereinafter referred to as “THE VENDOR ” (which expression shall, unless it be
 repugnant to the context or meaning thereof, be deemed to mean and include the Partners
 of the said firm at present and from time to time and their respective heirs, executors,
 successors and administrators) of the ONE PART.

OR

M/S. _____, a Private Limited Company duly
 Incorporated and Registered under the Companies Act I of 1956 having its Registered
 Office at _____ Ahmedabad
 hereinafter referred to as “**VENDOR** ” (Which expression shall, unless it be repugnant
 to the context or meaning thereof, be deemed to mean and include said Company and its
 successors and assigns) of the “ONE PART”.

AND

SHRI/SMT/SARVASHRI _____ Adult, Occupation
 Business, having his/her/their residential address at
 _____, Ahmedabad,

OR

_____, HUF through its Karta
 _____ adult, Occupation _____ and
 residing at _____,
 Ahmedabad

OR

M/s. _____, through its Sole Proprietor
 _____ having its place of business at
 _____,

OR

_____, a Partnership Firm registered under the provisions of
 the Indian Partnership Act, 1932, having its principal place of business at
 _____,

OR

_____ **LLP** (P.A.No. _____) a Partnership firm duly
 incorporated under section 12 (1) of the Limited Liability Partnership Act, 2008 and
 registered with the Registrar, _____ on _____ under LLP
 Identity Number _____ having its Registered Office at

 _____ Ahmedabad

OR

_____ Private Limited, a Private Limited Company
 registered under the provisions of the Companies Act, 1956, having its registered office
 at _____, Ahmedabad

Hereinafter referred to as “**THE PURCHASER**“ (which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include in case of individual/s his/her/their heir/s , executor/s, administrator/s and assigns, in case of HUF, coparcener/s member/s for the time being and from time to time of the said HUF and their respective heirs, executors, administrators, in case of Proprietary Firm, its Sole Proprietor, his/ her heirs, executors, administrators, successors, in case of Partnership firm, LLP, Partner/Partners for the time being and from time to time of the said firm and their respective heirs, executors, administrators and in case of Company its Successors and assigns) of the **OTHER PART**.

WHEREAS under and by virtue of a Deed of Conveyance dated _____ executed by _____ in favour of the Vendor herein and registered with the office of the Sub-Registrar- _____ (Ahmedabad - _____) on the same day under Serial No._____, the Vendor is absolutely seized and possessed of otherwise well and sufficiently entitled to all that piece or parcel of freehold Non-Agricultural Residential Use Land bearing Final Plot No. _____ admeasuring _____sq. mtrs. of Draft Town Planning Scheme No. _____ given in lieu of Survey No. /Block No._____ admeasuring _____ sq. mtrs. of Mouje _____ of _____ Taluka in the Registration District of Ahmedabad and Sub District of Ahmedabad-____ (_____), hereinafter for the sake of brevity called as “**The said project Land**” more particularly described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the necessary Permission for using part of the said Lands for Non Agricultural Residential Use purpose has been granted by the Collector, Ahmedabad vide his Order No.: _____.

AND WHEREAS in accordance with the permission and plans duly granted/approved by Ahmedabad Urban Development Authority vide its Commencement Letter (Rajachitthi) bearing No. _____and Case No._____dated _____the said Lands were amalgamated and the Vendor is in process of developing the said Lands pursuant to the approved plans by constructing a residential scheme thereon to be known as “ _____” consisting of Basement, Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh

Floor, Eight Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelveth Floor, Thirteenth Floor, Fourteenth Floor, Stair Cabin, and Lift Room together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential Units in the said building (hereinafter referred to as “the said Building/Scheme”).

AND WHEREAS the Vendor has agreed to sell constructed property being Residential Unit/Apartment No. _____ on _____ Floor admeasuring _____ sq. fts. i.e _____ sq. mts. (Carpet area) in Block ____ of the said project/Scheme known as “_____” (the said constructed property is hereinafter referred to as “**the said Apartment/Unit**”) more particularly described in the **SECOND SCHEDULE** hereunder written to the PURCHASER and the PURCHASER has agreed to purchase the said Property at or for the total price/consideration and on the terms and conditions mutually agreed by and between them and mentioned hereunder. The Purchaser shall be entitled to proportionate undivided share in the project Land, undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers therein, which project Land, common assets and common amenities and facilities shall be directly conveyed and transferred to the Service Society to be formed as stated in clause _____ hereunder. The common amenities and facilities to be provided in the said project/scheme are more particularly described in the **THIRD SCHEDULE** hereunder written.

AND WHEREAS the certified true copies of the Plans as sanctioned and approved by the Ahmedabad Municipal Corporation and specifications of the Unit/Apartment agreed to be purchased by the Purchaser, have been attached hereto and marked as **Annexure ‘A’** respectively.

AND WHEREAS the Vendor has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) with the Real Estate Regulatory Authority at _____ under no. _____; a certified true copy of the said registration is attached as **Annexure ‘B’** hereto.

AND WHEREAS the carpet area of the said Apartment/Unit shall mean the net usable area excluding the area covered by external walls, area under service shafts, exclusive of balcony or verandah area and exclusive open terrace area but includes the area covered by internal partition walls of the said Apartment/Unit as defined in Section 2 (k) of the said Act.

AND WHEREAS, on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the said Project Land and the Plans, designs and specifications prepared by the Vendor's Architects _____ and of such other documents as are specified under the said Act and the Rules and Regulations made there under and the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the certified copy of Certificate of Title issued by the Advocate of the Vendor, certified copies of extract of Village Forms No. VI, VII and XII and all other relevant revenue record showing the nature of the title of the Vendor to the said Project Land on which the said Apartment/Unit is to be constructed have also been inspected by the Purchaser and accordingly the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the Vendor has obtained the approvals from the concerned local authority(s) to the plans, the specifications, elevation, of the said building/s and shall obtain the balance approvals (if any further required) from the concerned authorities from time to time, so as to obtain Building Completion Certificate/Occupancy Certificate for the said Building/s.

AND WHEREAS, while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which shall be observed and performed by the Vendor while developing the said Project Land and the said Scheme/Buildings so as to obtain the necessary Building Completion Certificate/Occupancy Certificate for the said Building/s from the concerned local authority.

AND WHEREAS the Vendor shall be entitled to sell the remaining remaining Units in the said Building with right to use all the common amenities and facilities provided therein and to be used in common with other Purchaser/s by Agreement to Sell also similar to these presents and on such price and terms and conditions as may be agreed upon by the Parties therein.

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Vendor a sum of Rs. _____ (Rupees _____), being part payment of sale consideration of the said Apartment/Unit agreed to be sold by the Vendor to the Purchaser, as advance payment (the payment and receipt whereof the Vendor hereby admit and acknowledge) and the Purchaser has agreed to pay the balance of the sale consideration in the manner hereinafter appearing.

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 hereafter;

AND WHEREAS, under Section 13 of the said Act, the Vendor is required to execute a written Agreement for Sale of the said Apartment/Unit with the Purchaser, being in fact these presents and also to register the Agreement under the Registration Act, 1908.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES

HERETO AS FOLLOWS :

1. The Vendor shall construct the a residential and commercial project/Buildings/Scheme to be known as “_____” consisting of Basement, Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eight Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelveth Floor, Thirteenth Floor, Fourteenth Floor, Stair Cabin, and Lift Room together with all Common amenities and facilities provided therein and required for the beneficial enjoyment of the said building/Scheme as per

plans, designs and specifications duly approved by Ahmedabad Municipal Corporation at present or amended (if required) from time to time.

Provided that, the Vendor shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the said Apartment/Unit agreed to be sold to the Purchaser except any alteration or addition required by any Government authorities or due to change in any law/s.

- 1.a (i) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser the said Unit/Apartment No._____ on _____ Floor admeasuring _____ sq. fts. i.e _____ sq. mts. (Carpet area) in Block ____ of the said project/Scheme known as “_____” more particularly described in the Second Schedule hereunder written at or for the price/consideration of **Rs. _____/- (Rupees _____ only)** including Rs._____-/- (Rupees _____only) being the proportionate price of common areas and facilities appurtenant to the said Apartment/Unit, the nature, extent and description of the common areas and facilities, which are more particularly described in the **THIRD SCHEDULE** hereunder written.
- (ii) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser balcony/verandah 1 having area admeasuring _____ sq. metres/sq.feet forming part of the said Apartment/Unit for the consideration of Rs._____-/- (Rupees _____only).
- (iii) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser balcony/verandha 2 having area admeasuring _____ sq.metres/sq.feet forming part of the apartment for .the consideration of Rs._____-/-.
- (iv) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser wash area balcony having area admeasuring _____ sq.meters/sq. Feet forming part of the apartment for the consideration of Rs._____-/-

- (v) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser open terrace having area admeasuring _____ sq.meters/sq. Feet forming part of the apartment for the consideration of Rs._____/-.
- (vi) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser open parking spaces bearing Nos_____ situated at Basement and/or stilt and /or podium being constructed as per the layout plan for the consideration of Rs _____ /-
- (vii) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser covered parking spaces bearing Nos. _____ situated at Basement and/or stilt and /or podium being constructed as per the layout plan for the consideration of Rs._____/-.
- 1(b) The total aggregate consideration amount for the Apartment/Unit agreed to be sold hereunder shall be as mentioned herein above from clause 1 a (i) to (vii) is thus Rs._____/-(Rupees _____), which the Purchaser hereby agrees.
- 1(c) The Purchaser has paid on or before execution of this agreement a sum of Rs_____ (Rupees _____only) (not exceeding 10% of the total consideration) as part consideration amount and hereby agrees to pay to that Vendor the balance amount of Rs _____ (Rupees _____) in the following manner :-
- i. Amount of Rs. _____/-(Rupees _____) (not exceeding 30% of the total consideration) to be paid to the Vendor after the execution of Agreement
 - ii. Amount of Rs. _____/-(Rupees _____) (not exceeding 45% of the total consideration) to be paid to the Vendor on completion of the Plinth of the building or block in which the said Apartment is located.

- iii. Amount of Rs. _____/- (Rupees _____) (not exceeding 70% of the total consideration) to be paid to the Vendor on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located, **(Note: the amount mentioned in ii and iii to be further sub-divided proportionate to the number of slabs)**
 - iv. Amount of Rs. _____/- (Rupees _____) (not exceeding 75% of the total consideration) to be paid to the Vendor on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
 - v. Amount of Rs. _____/- (Rupees _____) (not exceeding 80% of the total consideration) to be paid to the Vendor on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
 - vi. Amount of Rs. _____/- (Rupees _____) (not exceeding 85% of the total consideration) to be paid to the Vendor on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
 - vii. Amount of Rs. _____/- (Rupees _____) (not exceeding 95% of the total consideration) to be paid to the Vendor 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 Apartment is located.
 - viii. Balance Amount of Rs. _____/- (Rupees _____) against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.
- 1(d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Vendor by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the [Apartment/Plot], which shall be separately payable by the Purchaser in the manner as may be decided by the Vendor.
- 1(e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority

and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor 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 Purchaser, which shall only be applicable on subsequent payments.

- 1(f) The Vendor may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @_____ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Vendor.
- 1(g) The Vendor shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of ____ %, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause I (a) of this Agreement.
- 1(h) The Purchaser authorizes the Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.
- 2.1 The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter

and shall before handing over possession of the Apartment/Unit to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/Unit.

- 2.2 Time is essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Apartment/Unit to the Purchaser and the common areas to the Service Society/Association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser 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 clause I (c) herein above. ("Payment Plan").

3. The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Vendor has planned to utilize Floor Space Index of _____ 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 Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor has disclosed the Floor Space Index of ____ as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.

- 4.1 If the Vendor fails to abide by the time schedule for completing the project and handing over the Apartment/Unit to the Purchaser, the Vendor agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of _____ % per annum, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Vendor, interest at the rate of _____ % per annum, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Vendor.

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

Provided that, Vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendor) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Vendor.

(Note: we should write a clause of liquidated damages below this clause and discuss what amount you want to deduct on termination)

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Vendor at his/her/its option in the said building and the Apartment as are set out in **Annexure 'C'**, annexed hereto.
6. The Vendor shall give possession of the Apartment/Unit to the Purchaser on or before _____ day of ____20. If the Vendor fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond its control and of its agents by the aforesaid date then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Apartment/Unit with interest at the same rate as may mentioned in the clause

4.1 herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor shall be entitled to reasonable extension of time for giving delivery/possession of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1. Procedure for taking possession - The Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Apartment/Unit, to the Purchaser in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Vendor shall give possession of the Apartment/Unit to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or Service Society/association of Purchasers, as the case may be. The Vendor on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2. The Purchaser shall take possession of the Apartment/Unit within 15 days of the written notice from the Vendor to the Purchaser intimating that the said Apartments are ready for use and occupancy. **(Note: to discuss 7.1 and 7.2, we have to give 3 months notice within 7 days of BU and they have to take possession within 15 days???)**

7.3. Failure of Purchaser to take Possession of Apartment/Unit: Upon receiving a written intimation from the Vendor as per clause 7.1, the Purchaser shall take possession of the Apartment/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 Apartment/Unit to the Purchaser. In case the Purchaser fails to take possession within the time provided

in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

- 7.4. If within a period of **five years** from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Apartment or the building in which the Apartment/Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. Provided that the Vendor shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Vendor or beyond the control of the Vendor.

8. The Purchaser shall use the Apartment/Unit or any part thereof or permit the same to be used only for purpose of residence and not for any other purpose whatsoever including any educational/vocational classes, hostel/hotel use, etc., or any other commercial use whatsoever. The Purchaser shall use the garage or parking space only for purpose of keeping or parking vehicle and shall not store any other items in the said space. Further, the Purchaser shall not be entitled to use the said Apartment/Unit or permit the same to be used in a manner which may or is likely to cause nuisance or annoyance to occupiers of the other Apartments/Units nor for any illegal or immoral purposes or for the purposes prohibited by law.

9. The Purchaser along with other Purchaser(s) of Apartments/Units in the building/Project/Scheme shall join in forming and registering the Service 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 and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organisation of Purchaser. No objection shall be taken by the Purchaser if any changes or modifications are made in the

draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 Within 15 days after notice in writing is given by the Vendor to the Purchaser that the Apartment/Unit is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, Security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Service Society or Limited Company is formed, the Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined by the Vendor. The Purchaser further agrees that till the Purchaser's share is so determined on formation of the Society the Purchaser shall pay to the Vendor provisional monthly contribution of Rs. _____ per month towards the outgoings. The amounts so paid by the Purchaser to the Vendor shall not carry any interest and remain with the Vendor for utilizing towards such expenses and the balance shall be transferred to the Service society or the association or the limited company on its formation as aforesaid. **(Note: check and discuss the changes made in last 3 lines from the printed agreement)**
10. Over and above the amounts mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said Apartment/Unit 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.
11. The Purchaser shall pay to the Vendor a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the 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.

12. At the time of registration of conveyance of the project Land/common areas/assets, building/structure, the Purchaser shall pay to the Vendor, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the project Land/common areas/assets, building/structure.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR
The Vendor hereby represents and warrants to the Purchaser as follows:

- i. The Vendor has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report; **(please inform if you have any project loan)**
- iv. There are no litigations pending before any Court of law with respect to the project land or Project **except those disclosed in the title report;**
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/block shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/Block and common areas;

- vi. 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 Purchaser created herein, may prejudicially be affected;
- vii. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment/Unit which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Apartment/Unit to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the project Land/common areas/assets, building/structure to the Service Society/association of Purchasers the Vendor shall handover lawful, vacant, peaceful, physical possession of the project Land/common areas/assets, building/structure to the Service Society/Association of the Purchasers;
- x. The Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor in respect of the project land and/or the Project except those disclosed in the title report.

14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor as follows :-
- i. To maintain the Apartment/Unit at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/Unit is situated and the Apartment/Unit itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated .and shall

keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor and/or the Service Society or the Limited Company.

- v. 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 Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Vendor within fifteen days of demand by the Vendor, his/her share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up.
- x. The Purchaser shall observe and perform all the rules and regulations which the Service Society or the Limited Company or Apex Body or Federation may adopt

at its inception and the additions, alterations or amendments thereof and all resolutions that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Service Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- xi. The Purchaser 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 said buildings or any part thereof to view and examine the state and condition thereof.
- xii. The Purchaser 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.
- 15. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Service Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building, or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment 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 same is transferred as hereinbefore mentioned.
- 17. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor executes this Agreement it shall not mortgage or create a charge on the Apartment 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 Purchaser who has taken or agreed to take such Apartment/Unit. **(Note: please discuss)**

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment/Unit, in case of a transfer, as the said obligations go along with the Apartment/Unit for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Apartment/Unit to the total carpet area of all the Apartments/Units in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser at Ahmedabad, and shall be registered at the office of the Sub-Registrar concerned. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

26. The Purchaser and/or Vendor shall present this Agreement as well as the conveyance at the proper registration office of the Sub-Registrar concerned within the time limit prescribed by the Registration Act and the Vendor will attend such office and admit execution thereof.
27. That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of Purchaser

_____ (Purchaser's Address) Notified Email ID:

M/s. _____ Vendor name

_____ (Vendor Address) Notified Email ID:

It shall be the duty of the Purchaser 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 Purchaser, as the case may be.

28. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Vendor to the Purchaser 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 Purchasers.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement and the conveyance of the Apartment/Unit as well as all other documents to be executed by the Vendor in favour of the Purchaser shall be borne by the Purchaser.

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

31. GOVERNING LAW

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

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

(CHECK THE BELOW CLAUSES AND DISCUSS, we can incorporate this in this Agreement)

That Air Conditioners shall be allowed to be placed at planned and specific provided spaces only;

That a specific place for putting up cloth hanging rack shall be provided by the Vendor and the Purchaser shall not be entitled to put up the cloth hanging rack at any other place within or outside the said Unit.

The Vendors shall decide the place, color and size of the name plate/Board which will be put in entrance of said building for indicating the name of the Unit Purchasers therein. It is hereby agreed that the Purchaser shall not put any other name plate or Board on any part of the building except on the door of the said Unit.

The Purchaser hereby agrees with the Vendor and undertakes to pay amounts liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Vendors indemnified against the said payments and observance and performance of the covenants and conditions contained herein.

The said Residential Building/scheme shall always be known, as “_____”, and the name shall not be changed in any circumstances whatsoever.

The said Unit shall be used, occupied and enjoyed by the Purchaser as one Unit and the Purchaser shall not divide or sub-divide the same for use as more than one Unit. It has been specifically agreed that the main door of the said Unit shall not be changed, altered in size or location. No other door, window or opening shall be made in the said Unit other than as made by the Vendor on completion of the construction of the same.

The Vendor may if it deems fit/viable in its sole discretion provide security, telephone cable, multipurpose cable, TV channels, piped gas line, intercom facility, Internet and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be provided through any outside agency under contract with him/it on such terms and conditions as may be finalized by the Vendor. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Purchaser and other members in the scheme. The Purchaser may use such facilities as per rates - price - consideration and terms and conditions as may be fixed by the Vendor in that regard.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of _____
bounded as follows :

On or towards the North :

On or towards the South :

On or towards the East :

On or towards the West :

THE SECOND SCHEDULE ABOVE REFERRED TO

All that constructed property being Residential Unit No. _____ on _____ Floor admeasuring _____ sq. fts. i.e _____ sq. mts. (Carpet) in the said building known as “_____” constructed on the said Land together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers therein and the said Unit is bounded as follows:

On or towards the North :

On or towards the South :

On or towards the East :

On or towards the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be used by the Residential Unit Holders

(NOTE: CHECK AND DISCUSS)

- * Lifts
- * Common Open Plot/Lawn
- * Children’s Play Area
- * Passage with lights leading to all the Floors
and Cellar
- * Over head Water Tank

- * Underground Water Tank
- * Pump with Motor
- * Electric Meter
- * Security Cabin; Entrance and Exit Gates

SIGNED AND DELIVERED BY THE

WITHIN NAMED VENDOR

through the hands of its Authorized
Signatory

(Mr. _____)

**SIGNED AND DELIVERED BY THE
WITHIN NAMED PURCHASER**

In the presence of

1.

2.

SCHEDULE UNDER THE REGISTRATION ACT (32-A)

The Vendor

through the hands of its Authorized
Signatory

PURCHASER

In the presence of

1.

2.

ANNEXURES TO BE ATTACHED

DEED OF CONVEYANCE

THIS INDENTURE made at Vadodara this _____day of _____, 2017 by and between:

_____ (P.A.No. _____) a Partnership Firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____

OR

_____ **LLP** (P.A.No. _____) a Partnership firm duly incorporated under section 12 (1) of the Limited Liability Partnership Act, 2008 and registered with the Registrar, _____ on _____ under LLP Identity Number _____ having its Registered Office _____ at _____

Ahmedabad

hereinafter referred to as “THE VENDOR ” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Partners of the said firm at present and from time to time and their respective heirs, executors, successors and administrators) of the ONE PART.

OR

M/S. _____, a Private Limited Company duly Incorporated and Registered under the Companies Act I of 1956 having its Registered _____ Office _____ at _____ Ahmedabad

hereinafter referred to as “**VENDOR** ” (Which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include said Company and its successors and assigns) of the “ONE PART”.

AND

SHRI/SMT/SARVASHRI _____ Adult, Occupation
Business, having his/her/their residential address at
_____, Ahmedabad,

OR

_____, HUF through its Karta
_____ adult, Occupation
_____ and residing at
_____, Ahmedabad

OR

M/s. _____, through its Sole Proprietor
_____ having its place of business at
_____,

OR

_____, a Partnership Firm registered under the
provisions of the Indian Partnership Act, 1932, having its principal place of
business at _____,

OR

_____ LLP (P.A.No. _____) a Partnership firm duly
incorporated under section 12 (1) of the Limited Liability Partnership Act, 2008
and registered with the Registrar, _____ on _____
under LLP Identity Number _____ having its Registered
Office at _____

Ahmedabad

OR

_____ Private Limited, a Private Limited Company
registered under the provisions of the Companies Act, 1956, having its registered
office at _____,
Ahmedabad

Hereinafter referred to as **“THE PURCHASER”** (which expression shall
wherever the context so permits be deemed to mean and include and shall always
be deemed to mean and include in case of individual/s his/her/their heir/s ,
executor/s, administrator/s and assigns, in case of HUF, coparcener/s member/s for
the time being and from time to time of the said HUF and their respective heirs,
executors, administrators, in case of Proprietary Firm, its Sole Proprietor, his/ her
heirs, executors, administrators, successors, in case of Partnership firm, LLP,
Partner/Partners for the time being and from time to time of the said firm and their
respective heirs, executors, administrators and in case of Company its Successors
and assigns) of the **OTHER PART**.

WHEREAS under and by virtue of a Deed of Conveyance dated _____
executed by _____ in favour of the Vendor herein and registered
with the office of the Sub-Registrar- _____ (Ahmedabad - _____) on the same
day under Serial No. _____, the Vendor is absolutely seized and possessed of
otherwise well and sufficiently entitled to all that piece or parcel of Freehold Non
Agricultural Residential/Commercial Use land bearing
_____ and more
particularly described in the **First schedule** hereunder written (Hereinafter
referred to as the **“Said Land”**)

AND WHEREAS the Non-Agricultural Use permission for the said Land has been granted by Collector, _____ bearing No. _____ dated _____ and the Raja Chitthi for the said scheme/project on the said Land has been granted by the _____ dated _____ bearing No. _____.

(NOTE: PLEASE CHECK AND CONFIRM THE ABOVE DETAILS)

AND WHEREAS in accordance with the permission and plans duly granted/approved by _____ dated _____ bearing No. _____, the Vendor has developed the said Land by constructing a residential/Commercial scheme thereon to be known as “_____” comprising of _____ separate Buildings bearing BLOCK NOS. _____, wherein each Block is consisting of Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, _____ Stair Cabin, and Lift Room together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential Units in the said buildings and the said entire Scheme (hereinafter referred to as “the said Building/Scheme).

(NOTE: PLEASE CHECK AND CONFIRM THE ABOVE DETAILS)

AND WHEREAS the said Block No. _____ forming part of the said Scheme is completed in all respects and necessary Building Use Permission has been granted by _____ bearing No. _____ dated _____.

AND WHEREAS the Vendor has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) with the Real Estate Regulatory Authority at _____ under no. _____; a certified true copy of the said registration is attached as **Annexure ‘1’** hereto.

AND WHEREAS the Vendor has assured that the title to the said land together with the said Building is clear, marketable and free from reasonable doubts, which has been duly accepted by the Purchaser.

AND WHEREAS the Vendor has/had agreed to sell proportionate undivided share to the extent of _____ sq. mts. in the said Land together with constructed property being Residential Unit No Apartment No./Office No./Unit No./Showroom No./_____ admeasuring _____ sq. fts. equivalent to _____ sq. mts. (Carpet Area) along with Balcony/Verandha admeasuring _____ sq. fts. equivalent to _____ sq. mtrs. (Carpet Area) forming part of the said Residential Unit Apartment No./Office No./Unit No./Showroom No./ and Wash Area Balcony admeasuring _____ sq. fts. equivalent to _____ sq. mtrs. (Carpet Area) forming part of the said Residential Unit Apartment No./Office No./Unit No./Showroom No./ situated on _____ Floor in Block No._____ of the said Scheme known as “_____” (the said constructed property is hereinafter referred to as “the said Unit”) more particularly described in the **SECOND SCHEDULE** hereunder written together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers therein which common amenities and facilities are more particularly described in the **THIRD SCHEDULE** hereunder written (the said proportionate undivided share in the said Land, the said Unit and Common Amenities and facilities provided in the said Building/Scheme shall hereinafter be collectively referred to as “the said Property”) to the Purchaser and the PURCHASER has agreed to purchase the said Property at or for the total price/consideration of Rs._____/ - (Rupees _____ Only), which total price/consideration includes Rs._____/ - (Rupees _____ Only) being the proportionate price of the undivided share in the said land, common areas and facilities provided in the said Scheme.

AND WHEREAS, the Vendor and Purchaser had entered into an AGREEMENT TO SELL dated _____ with respect to the said Property which Agreement to Sell was executed by and between the parties hereto and duly registered with the office of the Sub-Registrar Ahmedabad – _____ (_____) on _____ under Serial No._____ on the terms and conditions agreed upon by the Parties hereto and which is valid and subsisting.

AND WHEREAS, the Vendor shall provide _____ allotted car parking space in the said Scheme which can be used only by said Purchaser/s, which location number shall be

informed to the Purchaser in due course. The Purchaser shall not be entitled to use any other parking place in the said building/scheme, which the Purchaser has agreed.

AND WHEREAS the Purchaser has perused, studied and explained to himself/herself/itself the papers, writings, permission and approvals of the authorities, sanctioned plans and specifications of the said Project Scheme, certificate and report on title of the Said Land, and has satisfied himself/herself/itself completely in all respects and shall not be entitled to raise any disputes or further requisitions whatsoever in this regard.

AND WHEREAS the Purchaser has now requested the Vendor to execute a Deed of Conveyance of the said property in his/her/their/its favour in the manner as if hereinafter appearing to which the Vendor have agreed.

AND WHEREAS the Vendor has also agreed as the case may be shall be entitled to sell proportionate undivided share in the said Land along with the remaining constructed property with Common Assets in proportion with right to use all the common amenities and facilities provided in the said building/Scheme and to be used in common with other Purchaser/s by Deed of Conveyance also similar to these presents.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the sum of Rs._____/ - (Rupees _____ Only) paid by the Purchaser to the Vendor as per the memorandum of consideration mentioned in **Annexure A** hereto (The receipt of the said sum of Rs._____/ - [Rupees _____ Only] the VENDOR doth hereby admit and acknowledge and of and from the same and every part thereof doth forever, acquit, release and discharge the said Purchaser) the Vendor doth hereby grants, sells, assigns, releases, conveys and assures unto the said Purchaser forever the said property **AND ALSO** together with all the deeds, documents, writings and other evidences of title relating to the said property or any part thereof and all the estate, rights, title, interest, use, inheritance, possession, benefits, claims and demands whatsoever, at law and in equity of the Vendor into, out of, or upon the said property or any part thereof, **TO HAVE and TO HOLD ALL** and singular the said property hereby granted, released, conveyed and assured unto and to the use and benefit of the said Purchaser absolutely forever with the right to occupy and enjoy the same as owner thereof **SUBJECT TO** the payment of all rates, taxes, assessments, due and duties and other outgoings now chargeable upon the same or hereafter to become payable to the Government of Gujarat, Revenue Authority or any other local body or authority in respect thereof **AND** the said Vendor do hereby covenants with the Purchaser, that notwithstanding any acts, deeds, matters or things whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for it, made, done, committed, omitted or executed knowingly or willingly suffered to the contrary, it the Vendor now has in itself good

right, full power, and absolute authority to grant, release, convey, assign and assure the said property hereby granted, released, conveyed or assured or intended or expressed to be UNTO and to the use of the said Purchaser in the manner aforesaid AND that it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said property hereby granted with it appurtenance and receive the rents, issues and profits thereof and of every part thereof to and for his/her/its own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or by any person or persons lawfully or equitably claiming by, from, under or in trust for the Vendor AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor will and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming by, from, under or in trust for the Vendor AND further that the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said property hereby granted or any part thereof, by, from, under or in trust for the Vendor shall and will at all times hereinafter at the request and at the cost of the Purchaser do execute or cause to be done and executed all such further and other lawful acts, deeds, things, matters, conveyance and assurances in the law whatsoever for the better, further and more perfectly and absolutely granting and assuring the said property and every part thereof hereby granted UNTO and to the use of Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser or its counsel at law.

That the Vendor declares that the said property is its absolute property and further declare that the said property is in its exclusive undisturbed, actual and physical possession and ownership and the same or part thereof is not in possession of any person, body or authority either as lessee/tenant or otherwise and the same is not sold, mortgaged, charged or leased/rented or dealt with in any manner whatsoever by it.

That the Vendor hereby declares that the Vendor has not received any notice under the Land Acquisition or Requisition Act, The Municipal Corporations Act, The Gujarat Town Planning and Urban Development Act, Epidemic Diseases Act, Defence of India Act, Income Tax Act, 1961, Gujarat Public Moneys (Recovery of Dues) Act, Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, The Bombay Land Revenue Code or any other statutory Enactment or other public body or authority for further requisition or acquisition or reservation or set-back or Road line or attachment of the said property or part thereof for the said purpose or for any other purpose of whatsoever nature and the Vendor has not committed any breach thereof and the terms and condition as also rules and regulations under and by virtue of which the said property has been acquired by the Vendor.

THE Vendor hereby declares that all the taxes, cesses, charges and other outgoings payable to the Revenue Authority, Local Authority and payable by the Vendor in respect of the said property have been paid in full as per demands raised by the said Authorities and as agreed the Vendor will have to pay the arrears if any, found due and payable by the Vendor to the said Authorities and the same henceforth shall be paid by the Purchaser to the said Authorities etc.

The Vendor declares that no attachment under any legal judgement is levied on the said property and further that the Vendor has not been restrained by any court of Law or authority for transferring or alienating the said property in any manner of whatsoever nature either under interim injunction or otherwise.

That the Vendor has handed over the actual, physical and vacant possession of the said constructed Unit complete in all respects to the purchaser as an absolute owner free from all encumbrances as also said Common Assets as co-owner and possessor thereof along with other Purchasers. The Purchaser hereby unconditionally confirms and agrees that the Purchaser has taken due inspection of the said constructed Unit as to the measurement and specifications and the Common Assets and Amenities also as to the quantity, quality of materials as also workmanship, the basis construction work and confirm that there are no patent defects in the construction and has/have been completely satisfied with the same in all respects and accordingly the Purchaser shall not be entitled to raise any further disputes or complaints whatsoever with respect to the same.

The Purchaser hereby agrees to abide by all byelaws, rules and regulations of the Government and any other authorities and local bodies applicable to the said Property and shall attend to answer and be responsible for actions and violations of any of the conditions or rules or byelaws and shall observe and perform all the terms and conditions that may be imposed by the said authorities from time to time.

The Purchaser hereby agrees and declares that he/she/it shall maintain and/or cause to be maintained the interior and exterior of the said property in such a manner that the elevation of the building and the lay-out of the common amenities is/are not disturbed and structure thereof is not damaged in any manner.

The Purchaser shall at no time be entitled to demand partition by metes and bounds of his/her/its undivided share in the said land or interest in the common assets provided in the said building or the said scheme, it being agreed and declared by the Purchaser that his/her/its undivided interest cannot be partitioned in any circumstances whatsoever.

The Purchaser hereby covenants to keep the said property, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable

repair and conditions and in particular so as to support, shelter and protect the parts of the Building/Block other than the said Unit at his/her/its own costs and expenses.

The Purchaser shall use the said constructed Unit/property only for residential use purpose. The Purchaser hereby irrevocably agrees that apart from residential use purpose, the Purchaser shall not use the said constructed Unit or any part thereof for any other purpose whatsoever including any educational/vocational classes, hostel/hotel use, etc., or any other commercial use whatsoever. The Purchaser shall not use the said constructed Unit/property in such a manner which may or is likely to cause nuisance or annoyance to occupiers of the other constructed Unit/s nor for any illegal or immoral purpose. **(NOTE: IF IT IS COMMERCIAL UNIT, WE WILL CHANGE ACCORDINGLY)**

The Purchaser hereby agrees and declares that, the Purchaser shall not at any time demolish or cause to be demolished the said property or any part thereof so as to cause damage to the same in any manner and shall not make any alterations in the elevations and outside colour scheme of the said constructed Building/Block. The Purchaser shall be not entitled to remove any Column/Beam within the said constructed Unit in any circumstances whatsoever. The Purchaser hereby agrees that any internal changes/renovations in the said Unit shall be done only with prior written approval of the Vendor/its Architect/Service Society which shall be given subject to such conditions as may be deemed necessary by the Vendor/its Architect/Service Society. The Purchaser hereby irrevocably agrees and undertakes that the Purchaser shall not in any circumstances whatsoever be entitled to make or carry out any changes in the Plumbing work in any manner of whatsoever nature in the said constructed Unit. The Purchaser hereby further undertakes that in the event any damages occur to other constructed Units/Building in any manner due to such renovations being done by the Purchaser, he/she/it shall be liable for the same and shall immediately attend to rectify such damage/s caused to other constructed units/Building without any delay or demur whatsoever.

The purchaser hereby agrees and declares that, the Purchaser shall not remove any windows or rallying or will not change colour scheme of the same. The Purchaser shall not erect any new wall which will result in a change in the elevation of the constructed Building/Blocks and shall not enclose the balconies provided in the said constructed Unit in any manner whatsoever.

The Purchaser hereby agrees and declares that the said Unit shall be used, occupied and enjoyed by the Purchaser as one Unit and the Purchaser shall not divide or sub-divide the same for use as more than one Unit. Further, the Purchaser hereby agrees that that the main door of the said Unit shall not be changed, altered in size or location and no other

door, window or opening shall be made in the said Unit other than as made by the Vendor on completion of the said Unit in accordance with the approved plans thereof.

The purchaser hereby agrees and declares that, the Purchaser shall install the outdoor A.C. units only at the prefixed locations as suggested by Vendor. The Purchaser shall use only the specific place for putting up cloth hanging rack as provided by the Vendor and the Purchaser shall not be entitled to put up the cloth hanging rack at any other place outside the said constructed Unit.

The purchaser hereby agrees and declares that, the Purchaser shall not throw any kind of dirt, garbage or other refuse or permit the same to be thrown out from the Unit and specifically any debris shall not be thrown from the repair or renovation of the Unit in the compound of the said Scheme or any portion of the said Block/Building.

The purchaser hereby agrees and declares that, the Purchaser shall be entitled to put his/her/its name plate/Board only on the place, and in the color and size as decided by the Vendor at entrance of said building and the Purchaser shall not put any other name plate or Board on any other part of the building except on the door of the said Unit.

The Purchaser shall permit the Vendor/Service Society and their surveyors and agents with or without workmen at all reasonable times to enter into and upon the said Unit or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good any defects found within three days of the giving of such notice in writing by the Vendor/Service Society to the Purchaser or for the purpose of making repairing, maintaining, re-building, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, or other conveniences belonging to or surviving or used for the Building/Block and also for the purpose of laying down, maintaining, repairing, re-constructing and testing drainage, gas and water pipes and electric wires and for similar or other purposes as may be required, however the expenses for the same have to be paid by the Purchaser without any demur.

The Purchaser hereby agree and bind himself/herself/itself to become member of a Service Society namely THE _____ CO.OPERATIVE HOUSING SERVICE SOCIETY LIMITED duly incorporated under the Gujarat Co-operative Societies Act, 1961 (Act X of 1962) and registered with the Registrar, Co-operative Societies, _____ under Serial No. _____ dated _____ and shall hold requisite number of shares and comply with the Bye Laws of the said Service Society as also Rules Regulations and Resolutions from time to time of the said Service Society and that of General Body / Managing Committee for the purpose of management, maintenance and up-keeping the said entire Scheme known as “_____” and the Purchaser agrees that he/she/it shall pay regularly the monthly/quarterly/half yearly/yearly proportionate share that may be decided towards the maintenance and up-

keeping of said entire Scheme known as “_____” as may be levied for the time by the said Vendor/Society. The Purchaser herein on execution of these presents shall pay to the Vendor his/her/its proportionate share of advance common monthly maintenance charges as decided by the Vendor for the initial period of 24 months and accordingly the Vendor shall itself/through the Service Society maintain the said entire scheme as per the details mentioned in **FOURTH SCHEDULE** hereunder for the initial period of 24 months for which the Vendor shall not be liable to give any accounts in respect thereof. The purchaser has on execution of these presents also agreed to pay for the time being to the said Vendor and transferable at the appropriate time to the said Society a non-refundable lump-sum fixed maintenance deposit amount as decided/ directed by the Vendor/Society and the interest/income derived from the said fixed deposit amount as also from the proportionate similar amounts to be paid by the other Purchasers of the remaining Flats shall also be utilized by the Vendor/Society towards common expenses, maintenance and other expenses to be incurred by the Vendor/Society. Provided that, the Purchaser shall be required to pay any additional amount towards such expenses in future if said interest/income is not sufficient for the purpose. The purchaser hereby agrees and undertakes that the Purchaser shall not sell or transfer, alienate or part with the possession of said property in any manner whatsoever to any one without the prior written permission of the said Society and on payment of such transfer fees and subject to such terms and conditions as may be decided by the Service Society from time to time. Further, in the event of such transfer the same shall be done subject to the new Purchaser being irrevocably bound by all the terms and conditions of this Deed of Conveyance.

The Purchaser hereby agrees that after execution of these presents, if any penalty, premium or any other charges are levied by the competent authority/ _____ or any other authority in respect of any addition or alterations made or to be made in the sanctioned plans, the same shall be borne and paid by Purchaser if the same are concerning the Purchaser and if same are of common nature, by the Purchaser in common with others.

The Purchaser hereby agrees that the entire scheme is and will always be known as “_____” and the said name same shall not be changed in any circumstances whatsoever.

That the Purchaser shall be entitled to get transferred the said property in the name of Purchaser in the Revenue records concerned as also local body or authority and accordingly Vendor will extend all co-operation and shall also sign and execute necessary Application and other writings addressed to the said Authorities.

THE Vendor declares that the Vendor does possess certain title deeds and documents and accordingly the photo copies of the relevant documents have been given to the purchaser and the Purchaser has accepted the same to his/her/its complete satisfaction.

THE VENDOR declare that the said Property has not been covered or declared to be situated within the SCHEDULE/NOTE/LIST of “Disturbed Areas” as mentioned in the Gujarat Prohibition of Transfer of Immovable Property and Provisions for Protection of Tenants from Eviction from Premises in Disturbed Areas Act, 1986 and hence no permission for sale and transfer of the said property is required under the said Act.

All the expenses such as Stamp Duty, Registration Fee, payable in respect of these presents being executed by the Vendor in favour of the Purchaser both present and future shall be borne by the Purchaser alone.

The Purchaser is explained the contents of this conveyance deed in Vernacular language and the Purchaser has understood and accepted the same and has thereafter executed this conveyance deed.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective signature in the manner hereinafter appearing at the place and the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of Freehold Non Agricultural Residential/Commercial Use land bearing _____ bounded as follows:

On the North by:

On the South by:

On the East by :

On the West by :

(Note: check and confirm description and boundaries)

THE SECOND SCHEDULE ABOVE REFERRED TO

All that proportionate undivided share to the extent of _____ sq. mtrs. in the project land along with constructed property being Residential Unit No _____ Apartment No./Office No./Unit No./Showroom No./_____ on _____ Floor admeasuring _____ sq. fts. i.e _____ sq. mts. (Carpet) of _____ Block in the

said Scheme known as “_____” constructed on the said project Land together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers therein and the said Unit is bounded as follows:

On or towards the North :

On or towards the South :

On or towards the East :

On or towards the West :

THE THIRD SCHEDULE ABOVE REFERRED TO
Description of Common Amenities and Facilities to be used by the Residential
Unit Holders
(NOTE: CHECK AND DISCUSS)

Right to use common areas, amenities and facilities provided being Lift, Stair Case/passage leading to Flats, Over head Water Tank, Underground Water Tank with Pump and Electric Motor, Compound Wall, and Drainage, Common Garden, Children’s play area_____

THE FOURTH SCHEDULE ABOVE REFERRED TO
Details of common expenses to be incurred by the Vendor for the initial
period of 24 Months from the fixed monthly maintenance amount received
from the Purchaser

- Common Area Electricity Bills
- Common Area Property Taxes
- Security Expenses
- Housekeeping Expenses for common areas and facilities
- Normal day to day expenses for maintaining and up-keeping of the common areas and facilities.

VENDOR :

PURCHASER :-

Address of Property :-

Residential Unit No. _____

_____ Floor Block No. _____

“VENUS PAHEL”

Vadodara

VENDOR :

PURCHASER :-

Address of Property :-

Residential Unit No. _____

_____ Floor Block No. _____

“VENUS PAHEL”

Vadodara

SIGNED AND DELIVERED BY
THE WITHINNAMED VENDOR

THROUGH ITS AUTHORISED
PARTNER/SIGNATORY

Mr.

In the presence of:

- 1.
- 2.

SIGNED AND DELIVERED BY THE
WITHINNAMED PURCHASER
SHRI/SMT.

In the presence of :

- 1.
- 2.

ANNEXURE A

MEMO OF CONSIDERATION

<u>Date</u>	<u>Bank</u>	<u>Cheque No.</u>	<u>Amount</u>
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Total Rs.

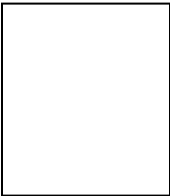
WE SAY RECEIVED

For

Authorized Signatory

SCHEDULE AS PER SECTION 32/A OF THE INDIAN REGISTRATION ACT

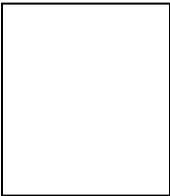
VENDOR :-



Shri

Authorised signatory

PURCHASER



N.B : To by Typed/Computerized on the Printed/Letterhead of the Vendor.

LETTER OF ALLOTMENT

Re: In the matter of Allotment of
Unit/Shop/Showroom/Office/Flat/Tenement/
Bungalow in our Scheme known as
“ _____ ” situated at

_____.

- 1) That we have launched a Development Scheme known as
“ _____ ” hereinafter referred to as “said Scheme” on the piece or
parcel of freehold/leasehold Non-Agricultural/Commercial/Residential use land
bearing Revenue Survey No. _____/Block No. _____ adm. _____ sq.
mts. and corresponding Final Plot No. _____ of T.P.S. No. _____ adm.
_____ sq. mts. of Mouje _____ of _____ Taluka in the
Registration District of Ahmedabad and Sub District of Ahmedabad – (____)
_____ as per Development permission/Commencement Certificate being Raja
Chithi No. _____ dated _____ together with Plan duly approved by
Ahmedabad Urban Development Authority/ Ahmedabad Municipal Corporation
and construction thereof has been commenced and the same is in progress.
- 2) That Shri / Smt./Sarvashri/M/s. _____, Proprietary
firm through its sole Proprietor Shri _____/ M/s. _____ a
Partnership firm through its Authorised Partner Shri _____/ M/s.
_____ Limited Liability Partnership firm through its Designated Partner
Shri _____/ M/s. _____Private Limited,
through its Authorised Director Shri _____/ M/s.
_____ Limited, through its Authorised Director Shri
_____, hereinafter referred to as “the Purchaser” intend to purchase
Unit/Shop/Showroom/Office/Flat/Tenement/Bungalow adm. _____ sq. mts.
(Carpet Area) on _____ Floor of the said Scheme togetherwith proportionate
undivided/divided share/ownership in the land to the extent of _____ sq.mts. as

also togetherwith _____ parking space No. _____ in the Hollow Plinth/Basement/Ground Floor/Open Margin Space with Shed thereon as also undivided share ownership in the Common Assets with right to use all the Common Amenities and facilities provided in the said Scheme at or for a total price consideration of Rs. _____ (Rupees _____ only) and out of the same you have paid the sum of Rs. _____ (Rupees _____ only) being ____ % by Cheque No. _____ dated _____ of _____ (Branch). The separate Stamp Receipt of even date for the same has been issued in your name and the said amount as also Balance amount paid/to be paid shall be in accordance with section 84 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), the Government of Gujarat.

- 3) That necessary Agreement to Sell followed by Deed of Conveyance shall be executed and Registered as provided under the said Act.
- 4) That subject to all the terms and conditions of said Agreement to Sell we hereby Allot said premises to the Purchaser and accordingly the Purchaser has agreed to Purchase the said premises and in token of acceptance of the Letter of Allotment the Purchaser has also subscribed its signature with Rubber Stamp in the manner as hereinbelow.

Yours faithfully

For _____

Sole Proprietor/Partner/
Designated Partner/Director
(Vendor)

Accepted by Me

For _____

Shri / Smt. /Sarvashri/
Sole Proprietor/Partner/Designated Partner/
Authorised Director

(Purchaser)