

AGREEMENT TO SELL

Agreement to Sell of **FLAT NO. -----** in “**Gajanand Heights**” located at Desai Sheri-Ghadiyali Pole, Vadodara-City with **City Survey Part A, Tika No. 4/2, City Survey No. 392, area 193.1460 Sq. Mtrs and City Survey No. 366 area 1.6723 Sq. Mtrs., total Admeasuring Area is 194.8183 Sq. Mtrs,** Actual Sale Value **Rs.12,00,000 /- (Rupees Twelve Lakh ONLY).**

This Agreement to sell is executed today on _____ day of _____, 2019, at Vadodara.

By and Between

The Party of the First Part/Purchaser:

Mr. / Ms. _____, (Aadhar no. _____)
son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees). of the FIRST PART.

AND

The Party of the Second Part / Land Owner/Promoter :

1. **M/s. Kalyani Developers**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Ghadiyali Pole, Vadodara, (PAN AARFK7086P), represented by its authorized Partner **Roshan B. Bhatt**, (Aadhar no. 2349 1541 2370) Aged about 45 years, Residing at Ghadiyali Pole, Vadodara
2. **Mansi Rajesh Sharma**, (Aadhar no. 2205 6225 6070) (PAN No. AWYPS 3006L) Aged about 37 years, Residing at 14, Mahavir Society, Sindhvai Mata road, Pratapnagar road, Vadodara hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners). of the SECOND PART.

The Promoter/Owner and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS:

A. The Promoter/Second Party is the absolute and lawful owner of Vadodara City Survey Part -A, Tikka No.4/2, City Survey No. 366 and 392 totally admeasuring about 193.1460 square meters situated at Ghadiyali Pole, Vadodara more particularly describe (“Said Land”) vide

sale deed(s) dated 31/01/2018 registered as documents no. 840 at the office of the Sub-Registrar Vadodara-1. Therefore the second party is the competent to execute this Agreement to Sale

In respect of construction to be carried out on the said land construction permission has been obtained from Vadodara Municipal Corporation vide Rajachitthi No. 1, Apartment 17 /2018-19 dtd.29-06-2018.

Whereas, the Second Part is required to carry on construction work as per the construction permission by getting plans approved by the Vadodara Municipal Corporation bearing Raja Chitthi No. Ward No. 1, Apartment 17 /2018-19 dtd. 29-06-2018. The party of the Second Part is constructing a Flats system **project** which is known as “**Gajanand Heights**”. AND WHEREAS, the Promoter / Developer has registered the said project under the provision of the Real Estate Regulation Act, 2016 with the Real Estate Regulatory Authority at VADODARA on Vadodara under registration no. have been annexed and marked as **Annexure-C**.

AND WHEREAS, Allottee/s has gone through all the above referred documents and details contained therein and the party of the First Part Allottee / Purchaser is also totally satisfied with the title of the property and there after he requested the Builder to allot the **Flat No.**, admeasuring 365 sq.fts (33.92 **sq. mtr.**) carpet area with attached balcony area (as per **RERA** Carpet Area) in “**Gajanand Heights**”, and which is specifically described in **Schedule-B** here under and the Builder also agreed for the same on the following terms and conditions.

1) That, the Promoter / Developer agreed to sale the **Flat No.**, admeasuring 365 sq.fts (33.92 **sq.mtr.**) carpet area with attached balcony area as per **RERA** in “**Gajanand Heights**” to the Allottee/s for the total consideration of **Rs.12,00,000/- (Rupees Twelve Lakh ONLY)** excluding the charge so Stamp Duty, Registration Fees, VAT, Service Tax, GST and any Government, Semi Government taxes which the Allottee/s has to paid separately against these consideration Allottee/s has paid the earnest / booking amount of **Rs. 1,20,000/- (Rupees One lakh Twenty Thousans Only)** to the Promoter / Developer which details is as under.

Cheque No.	Date	Name of Bank	Amount Rs.

As such, the “Promoter / Developer” hereby acknowledges the receipt of the same. There remeaning amount of consideration of **Rs. 10,80,000/- (Rupees Ten lakh Eighty Thousnds ONLY)** will be

paid by the Allottee/s to the “Promoter / Developer” as per as given below (As per Decided scheduled by both parties).

The Allottee/s agrees and understands that timely payment towards purchase of the said HOUSE/UNIT as per payment plan/schedule here is also a essential part of the agreement. The Allottee/s remaining payments schedule as agreed by Allottee/s and Builders are as under:

The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs (Rupees) in the following manner :-

- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located,
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located,
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment,
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment,
- vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with water proofing, of the building or wing in which the said Apartment is located,
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located,

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

Total agreement cost excluding VAT, Service Tax, GST & Stamp Duty etc.

That, it is specifically agreed between Promoter / Developer and Allottee/s that the Allottee/s will pay lump sum amount of 35,0000/- as rupees Thirty Five Thousand Only as charges towards maintenance deposit of common amenities for the period of 1 year from the date of 1st possession. The said amount is agreed as lump sum amount inspire of the fact that builder may require to incur more or less amount for said items. Apart from this amount, Allottee/s will have to pay separately Service Tax, VAT, GST and any Government, Semi Government taxes or any other charge sources in another name if imposed on this transaction on the sale of FLAT to Allottee/s.

- 2) That the time for payment of remaining amount of consideration is treated as essential terms of this contract. Because it is well understood that because of non-payment of remaining amount of consideration on the stated time, the construction of the total **project** is likely to hamper. If the Allottee/s fails to pay the stipulated amount on the stipulated date, he/she/they will have to pay the interest **Basic Rate (MCLR)+2%** per annum for every delayed payment. Even by paying the interest, a maximum delay of three months will be accepted and then after the right of Allottee/s to purchase the FLAT will be automatically stand cancelled without any further notice. After that the builder will be have the liberty to sell the said FLAT to anybody. All amounts paid to the Developer by the Allottee towards consideration value or part thereof (excluding interest and any taxes and duties there on) after deducting there from the liquidated damages amounting to 10% of the total consideration ("Refund Amount") shall be refunded. The payment of the refund amount shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the consideration value shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Allottee towards consideration value is less than the liquidated damages, the Allottee shall be liable and agrees to pay to the developer the deficit amount of liquidated damages. The Allottee/s will not be entitled for the cost of additional/alteration of any work done in the FLAT. If Allottee/s paid for the additional/alteration of work done the same amount along with any taxes will not be refunded. If Allottee/s do not paid for the additional/alteration of work

done the same amount along with any taxes will be adjusted from their principal amount over & above deduction of all above item.

- 3) That the Promoter / Developer here by undertake that the FLAT under sale is free from all types of encumbrances and the builder have not obtained project loan on the said property.
- 4) That, the work of the construction of the **project** will be-completed by the year 15th June 2020 and possession handed over to the Allottee. However, if the completion is delayed due to any reason, beyond the control of the builder, the period of construction shall automatically be deemed to have been extended. If builder fails to give possession as per time line then builder will pay same interest as per clause 2. Builder will issue the notice within 30 days to Allottee/s about the same and if Allottee/s wants interest of the remaining work or the pending amount then Allottee/s should reply within 30 days' notice period as decided at the time of agreement.
- 5) That, the construction of the **project** shall be in accordance with the approved plan of Vadodara Municipal Corporation. But however, the builder shall be entitled to make any modification in the said plan as deemed necessary, for the just and proper for the construction of the FLAT. However, if there is any change in respect of the FLAT under sale, the builder shall have to obtain the written consent from the Allottee/s. Similarly, if the builder cause any deviation from the approved plan, the builder will be liable for any action or penalty that may be imposed or taken by the Vadodara Municipal Corporation Authority.
- 6) That the construction of the **project** shall be in standard quality material. However, the specifications of the material to be used for construction of the **project** and particularly the FLAT under sale and amenities to be provided for the same are given in schedule-annexed here in after. But, if the Allottee/s desires to have any change, in the said specification the Promoter / Developer can do the same but provided that, the Allottee/s will have to pay the separate extra charges for the same and plan well in advance for the changes.
- 7) The Allottee/s is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately 03%. The Allottee/s consents for the same and is aware that the consideration being lump sum will not change.
- 8) That the FLAT under sale will be governed by the provisions of the applicable Acts and all the terms and conditions mentioned in the deed of declaration referred above will be binding upon Allottee/s. The Promoter / Developer and builder also entitled to execute to the said deed of declaration of FLAT at any time.
- 9) That the Allottee/s will be bound to be the member of the association and he will have to pay the membership fees at the time of taking possession from component authority. Allottee/s should

take possession within 3 months time period, if Allottee/s fails to take possession it will be considered as deemed possession & he will have to pay common maintenance charges as decided by association of members/society.

- 10) That on completion of the **project** the Allottee/s shall be given intimation by the builder and within a month from the said intimation the Allottee/s will have to pay all the dues towards the price of the FLAT/UNIT and get the conveyance/sale deed executed in his favour at his own cost and take the possession of the FLAT/UNIT.
- 11) That till the date of delivery of possession or execution of sale deed or completion of the construction of the FLAT/UNIT under sale, whichever occurs earlier, the Developer will pay all the taxes and charges of the State Government and that of local authority and from the said date all such charges will be paid by the FLAT/UNIT Allottee/s.
- 12) That the Allottee/s also be liable to pay all the expenses required for the execution and registration of the conveyance deed / sale deed in his favour and also share money deposits in respect to the Association.

13) DEFECT LIABILITY

- 13.1 Five years from the date of handing over the possession of FLAT/UNIT to the Allottee/s or date of Occupancy Certificate which is earlier, the Allottee/s brings to the notice of the Developer any structural defecting the FLAT/UNIT of the **project** in which the FLAT/UNIT are situated or any defects on account of workman ship quality or provision of service, then, wherever possible such defects shall be rectified and cured by the Developer at his own cost and in case it is not possible to rectify or cure such defects, then the Allottee/s shall be entitled to receive compensation from the Developer for such defect as provided under the Act. Provided however, that the Allottee/s shall not carry out any alterations of whatsoever nature in the said FLAT/UNIT in specific the structure of the said unit of the said **project** which shall included but not limit to columns, beam etc. or in the fittings there in particular it is hereby agreed that the Allottee/s shall not make any alteration in the bathroom, toilet and kitchen, which may resulting seepage of the water. If any of such works are carried out without the written consent of the Developer the defect liability automatically shall become void. The word defect here means only the manufacturing and workman ship defect/s caused on account of wilful neglect on the part of the Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of HOUSE/UNIT by the occupants etc.
- 13.2 That it shall be the responsibility of the Allottee/s to maintain his unit in proper manner and take all due care needed in clouding but not limiting to the joints in the tiles in his FLAT/UNIT are

regularly filled with white cement/epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the developer to the Allottee/s ends be for etched facts liability period and such warranties are covered under the maintenance of the said unit/**project**, and if the annual maintenance contracts are not done/renewed by the Allottee/s the Developer shall not be responsible for any defect occurring due to the same.

13.3 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the FLAT/UNIT and the common project amenities wherever applicable.

13.4 That the Allottee/s has been made aware and that the Alottee/s expressly agrees that the regular wear and tear of the unit/**project** includes minor hairline cracks on the external and internal wall including the RCC structure which happens due to variation in temperature of more than 20*, heavy vehicles vibration due to nearby road & heavy traffic, natural vibration can which do not amount to structural defects and hence cannot be attributed to either bad work man ship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated survey or who shall survey and assess the same and shall then submit report to state the defects in materials used, in the structure built of the unit and in the workman ship executed keeping in mind the a foresaid agreed clauses of this agreement.

13.5 That, the Allottee/s after obtaining the possession of the FLAT /UNIT shall not cause any such act thereby causing any damage to the RCC structures, flooring, common wall so or their teams and thereby cause any damage to the **project** as a whole.

14) That all intimation required under the agreement as deemed necessary shall be sent by registered post to the Allottee/s on the address given above and the said posting shall be deemed to be sufficient service.

15) As per approved lay-out plan total permissible FSI is 382.98 and proposed floor space are (use FSI) is 382.90. That as per the terms and conditions mentioned in declaration in case FSI of the property described in Schedule-A is increased or by purchasing the TDR the Developer can raise further construction and if such further construction is allowed the percentage of undivided share in the common areas and facilities will be decreased proportionately and with this understanding Allottee/s agreed to purchase the unit under sale.

- 16) If any marginal open space adjacent to the FLAT/UNIT/BUILDING, at ground floor or adjacent terrace or terrace above any HOUSE/UNIT, has/have allotted by the builder to the Allottee/s of any HOUSE/UNIT in the **project**, such respective buyer and occupier of such FLAT/UNIT shall use the same being open space or terrace etc., and not entitled to erect any type of permanent or temporary structure there on or cover any part of the terrace, to use any part of the terrace or parapet wall as the part of the flowerbed; and if any such buyer or occupier of FLAT/UNIT holders in the **project** commit breach of this condition, the Promoter / Developer here in shall be entitled to remove such structure of any kind at the cost and risk of such respective FLAT /UNIT buyers and recover the cost-free move land damages caused to the **project** from such buyer. In light of this condition, the Allottee/s herein under takes to abide above said condition and under takes not to erect any type of structure in any premises being allotted as a exclusive right to use. Allottee will not erect any type of structure in open balcony attached to FLAT/UNIT or anywhere.
- 17) That if the Allottee/s desire to obtain the possession of the FLAT /UNIT under sale, prior to obtaining the occupancy certificate, same will be delivered to Allottee/s with the understating that the Allottee/s will not get the water connection from any other local authority till obtaining of occupancy certificate.
- 18) This allotment is subjected to the execution and registration of the Agreement to Sale within 30 days from the date of this allotment, falling which this allotment shall automatically stand terminated. In the event of termination of this allotment the Promoter / Developer shall refund the amount so received by the Promoter / Developer as advance/preferential booking amount to the Allottee within 180 days from the date on which this allotment stand terminated.
- 19) Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid consideration value and the society and other charges as specified in **Annexure "B"** (ALLOTMENT LETTER) hereto together with the applicable government taxes and levies as per the schedule of payments specified in Annexure "A" (ALLOTMENT LETTER) here under, time being of the essence.
- 20) The Allottee shall, in relation to the Unit, make all payments to the Developer from his own bank account only and not from and through the bank accounts of any third parties. The Allottee alone shall be responsible and liable in relation to the payments made by any third parties. Notwithstanding the afore said, the receipts for the payments made in relation to the unit shall be issued in favour of the Allottee only.

- 21) The Allottee agrees and under takes to be bound by and perform all the obligation and the terms and conditions contained in the application form and this Letter of allotment, including timely payment of amounts stated above.
- 22) In the event the Allottee fails or neglects to comply with any of his obligations under the Application Form/Letter of Allotment, including (but not limited to) making payment of all due amounts as per schedule of payments stated in as per allotment letter here to (and interest there on, if any) or seeks to withdraw or cancel the Letter of Allotment/Agreement to Sell in respect of the Unit, the Developer shall issue notice to the Allottee of such default and the Allottee shall be provided with further period of 15 days from the date of such notice to cure the said default. In the event the Allottee fails to cure such default within 15 days from the date of notice of such default (or such default is not capable of being cured,) the Developer shall have the option to cancel the allotment of the Unit, by sending a termination letter by Speed Post/RPAD/email address. On such termination, the following terms (A&B) shall apply.
 - (A) The allotment/booking/agreement to sell for the Unit(s) shall stand immediately terminated and the Allottee shall have no right what so ever with respect to the Unit(s), save and except the right to receive refund amount as per (b) below.
 - (B) All amounts paid to the Developer by the Allottee towards consideration value or part thereof (excluding interest and any taxes and duties there on) after deducting there from the liquidated damages amounting to 10% of the total consideration ("Refund Amount") shall be refunded. The payment of the refund amount shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the consideration value shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Allottee towards consideration value is less than the liquidated damages, the Allottee shall be liable and agrees to pay to the developer the deficit amount of liquidated damages. The Allottee/s will not be entitled for the cost of additional/alteration of any work done in the FLAT/UNIT. If Allottee/s paid for the additional/alteration of work done the same amount along with any taxes will not be refunded. If Allottee/s do not paid for the additional/alteration of work done the same amount along with any taxes will be adjusted from their principal amount over & above deduction of all above item.
- 23) All overdue payments shall attract interest at 2% + prevailing SBI MCLR rate, from the dates they fall due till realization. It is clarified that payment of such interest shall be without prejudice to the other rights and remedies available to the Developer, including the

- right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard.
- 24) The total price is escalation-free, save and except escalations 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.
 - 25) Purchase/s of **FLAT NO.** on or before Dec, 2019 subject to the Allottee not being in breach of any of the Application From/Letter of Allotment/Agreement to Sell. In the event of any force majeure situations (including but not limited to inordinate delay in issuance of NOCs / connection / approvals / licenses from the competent local authorities and/or judicial or regulatory orders), the date of such possession for fit outs shall stand extended accordingly.
 - 26) The unit(s) cannot be let, sublet, re-sold or transferred to any third party by the Allottee till all amounts in relation to the Unit have been received by the Developer and the Allottee has taken possession of the Unit.
 - 27) The Allottee agrees not to do or omit to do any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project/**Project** or the Developer or its associates or its representatives. In the event, the Allottee does or omits to do any such act, deed or thing then it shall constitute an event of default and Developer shall be entitled to proceed as per the provisions of this Allotment Letter. The Allotees himself / themselves/their relatives must take written permission from the Promoter / Developer or their authority to visit their FLAT/UNIT & surrounding areas.
 - 28) The Allottee hereby agrees that the Developer shall be entitled to recover/set off/ adjust from the amounts if any, payable by the Allottee to the Developer including the Consideration Value, the Society and Other Charges, interest and / or Liquidated Damages. The Allottee agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/ set off and the claims, if the Allottee, in that regard, shall be deemed to have been waived.
 - 29) This Letter of Allotment/Agreement to sale shall be governed and interpreted by and construed in accordance with the laws of India. Any dispute shall be settled by a sole arbitrator appointed by the Developer and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 subject to Vadodara jurisdiction only.
 - 30) The Promoter / Developer shall be at liberty to allot the said FLAT /UNIT to any third party, after the Promoter / Developer has

refunded the advanced amount to the allottee as provided under the above clause.

- 31) The Allottee will make available all documents, as may be just and necessary for the preparation, execution and registration of the Agreement to Sale. The Allottee will make himself/themselves available for registration of the documents as and when needed.

32) **Details of Architect:-**

WHEREAS the Promoter / Developer has entered into a standard agreement with **Ambica Consultant** an Architect registered with the Council of Architects having **License No. EOR-194/20-----** and such Agreement is as per the agreement prescribed by the Council of Architects. However, the Promoter / Developer here in have reserved the rights to change such architect at any time if so desired by the Promoter / Developer at its sole discretion.

33) **Details of Contractors:-**

WHEREAS the Promoter / Developer has appointed **Structural Engineer Mr. Akash Shah & Associates** having **License No. VMC-SEOR-1/77** for the preparation of the professional supervision of the Structural Engineer till the completion of the building/buildings. However, the promoter herein have reserved the rights to change such Structural Engineer at any time if so desired by the Promoter / Developer at its sole discretion.

34) **Details of Documents:-**

WHEREAS on demand from the allottee, Promoter / Developer has given inspection to the Allottee of all do comments of title, Deeds and Documents, Orders, NA Orders, Sanctions, Registration Certificates, 7/12 Extracts, Title Search Report of the said land, commencement certificate, Indemnify Bonds, Undertakings, relating to the project land and the plans, layouts, designs and specifications prepared by the Promoter / Developer's Architects, and of such other documents as are specified under the Real Estate (Regulation and Development) Act-2016 (herein after to be referred to as "**The Said Acts**") and the Rule and Regulations made the re-under.

I, the promoter declare that, there is no any lion over the said property, and title of the said property is clear and marketable.

35) **DISCLOSURE REGARDING MANUFACTURER'S WARRANTY:-**

The Promoter / Developer specifically discloses that, the manufacturers of certain appliances, equipment's standard fittings, machineries including generator set for backup, STP (if any), electric pumps, waste management plants (if any) lifts, Gas line if any, security equipment's if any, electronic equipment's if any, Solar System if any, Gym equipments if any, Garbage system etc will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items if of the

manufacturer's warranty and the Promoter / Developer is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

36) **TAXES AND ITS PAYMENT:-**

The total price above excludes taxes (consisting of tax paid or payable by the Promoter / Developer by way of stamp duty, LBT, registration fee, GST, Value Added Tax, Service Tax and Cass or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Promoter / Developer) up to the date of handing over the possession of the HOUSE/UNIT. It is agreed between the Promoter / Developer and the Allottee that all such taxes/duties/registration fees shall be paid by the Allottee separately as and when demanded by the Promoter / Developer within 07 days of such demand being made in writing.

It is agreed by and between the Promoter / Developer and the Allottee that, in case of failure of the Allottee to pay the Government dues as mentioned herein above, if the Promoter / Developer is subjected to any penal interest by the concerned government authorities then the Allottee shall be duty bound to reimbursed the same to the Promoter / Developer. Further, the Allottee agrees to pay to the Promoter / Developer, interest as specified in the Rule, on the taxes and penalty, which become payable by the Allottee to the Promoter / Developer under the terms of this agreement from the date the said amount is paid by the Promoter / Developer to the concern government authorities. It is agreed that, the Promoter / Developer shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/under taken by the Promoter / Developer. It is further agreed that there shall always be a charge/lien on the said HOUSE/UNIT in favour of the Promoter / Developer against the amount payable by the Allottee to the Promoter / Developer towards the Service Tax/VAT and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.

37) **ESCALATIONS:-**

The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies/Government from time to time. The Promoter / Developer under takes and agrees that while raising a demand on the Allottee for increase in development charges, cost or levies imposed by the competent authorities etc.,

the Promoter / Developer shall enclose the said notification / order / rule / regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

If at any time, after execution of this agreement the Central/Government/State Government/Local Authority/Revenue Authority/any other authority/any court/judicial authority/quasi judicial authority by way of any statute / rule / regulation / notification/order/judgment/executive power etc. levies any tax / duty charges / premium/levies/cess/surcharge/demands/welfare fund or and any fund/betterment tax/sales tax/transfer tax/turnover tax/works contract tax/service tax, VAT, penalties etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said FLAT/UNIT or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter / Developer then reimbursed) by the Allottee. The Allottee here by indemnifies the Promoter / Developer from all such levies, cost and consequences.

- 38) (i) The allottee hereby agrees to purchase from the promoter and the promoter hereby agree to sell to the Allottee open parking spaces bearing Nos..... situated at Basement and/or podium being constructed in the layout for the consideration of Rs./-.
- (ii) The Allottee hereby agrees to purchase from the promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos situated at Basement and/or stilt and / or..... podium being constructed in the layout for the consideration of Rs./-
39. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
After the Promoter executes this Agreement he shall not mortgage or create a charge on the Gajanand Heights and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].
40. **SEVERABILITY**
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall

remain valid and enforceable as applicable at the time of execution of this Agreement.

41 **Dispute Resolution:-**

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

SCHEDULE “A”

All that part and parcel land forming part of **City Survey Part A, Tika No. 4/2, City Survey No. 392, area 193.1460 Sq. Mtrs and City Survey No. 366 area 1.6723 Sq, Mtrs., total Admeasuring Area is 194.8183 Sq. Mtrs,** of Vadodara Kasba, VADODARA in Registration District and Sub District, Vadodara and the boundaries of the said land are as follow :

EAST : Street and Chhindi
WEST : Public way of bavamadhi street
NORTH : Property of Hiralal Himmatlal C.S,No.372
SOUTH : Property of Shankarlal Hargovind C.S,No.393

SCHEDULE “B”

in the said land construction will be make in the name of Gajanand Heights, the details of flats are as follow.

FLAT NO.	Flat Area (sq.mtrs.)	Proportionate undis tributed common land of complex (sq. mtrs.)	Carpet area (As per RERA Act) (sq mtrs.)
	33.92	7.8	33.92

“**Flat**” at constructed on the property described in **Schedule “A”** and the Flat under sale is bounded by:

EAST :

WEST :
NORTH :
SOUTH :

SCHEDULE “C”

Specifications of Constructions for HOUSE/UNIT

SPECIFICATIONS:

- **Construction** : Earthquake resident R.C.C. frame Structure & Brick Masonry work as per architects design
- **Flooring** : Vitrified Flooring in all rooms, Black granite kitchen platform with S.S.sink and glazed tile up to lintel level
- **Electrification** : Concealed copper wiring of approved quality with TV., Refrigerator, Geyser points & A.C. point.
- **Plumbing** : Hot & Cold plumbing with shower & Geyser point in Bathrooms.
- **Doors & Windows** : Decorative main door & all other flush doors with wooden frames. Fully glazed powder coated aluminum windows with MS safety frills.
- **Finishing** : **Inside** : Smooth plaster with Emulsion
Outside : Sand face plaster with Exterior paints.
- **Parking** : CC TV Camera.

Note:

- The aforesaid specifications are general and subject to change as per availability of the material.
- Any additional specification or work will be charges extra. No rebate or refund will be given for cancellation or omission of any item which is agreed a aforesaid.

COMMON AMENITIES:

- Parking as per approved plan

IN WITNESS WITH WHARE OF, THIS AGREEMENT TO SALE IS
EXECUTED ON ____DAY ____OF ____2019 AT VADODARA.

The Party of First Part/Purchaser :

The Party of the Second Part / Land Owner / Developer/ Promoter:
Administrative Partner Of
“M/s. Kalyani Developers”
Roshan B. Bhatt

Witness

(Mansi Rajesh Sharma)
(Co Owner)