

|| SHREE ||

AGREEMENT TO SALE (WITHOUT POSSESSION)

RERA Reg. No.

This Agreement to Sale deed made on Dated: / / 2021, between both parties on following particulars terms and conditions.

FIRST PARTY / PROMOTER / DEVELOPERS/ VENDOR/ SELLER:

“**BAY INVESTMENTS**” ‘(PAN-AATFB 7101 Q) having its registered office atthrough administrative partner, **RUSHIT BHUPENDRA PARIKH**, Aged: 40 years, Occupation: Business, Aadhaar Card No. _____ Mobile No.

Residing at 42, Nilamber Palms, Nr Bright School, Vasna Bhayli Road, Vadodara-391410.

(hereinafter referred to as “First Party” (Promoter) or “Developers” in this Sale Deed and in the meaning of the word the Partnership Firm of First Party and present and time to time Partners of the Firm and their legal heirs, guardians, successors, assignees, administrators, executors etc., all have been included)

SECOND PARTY / PURCHASERS / ALLOTTEE/BUYERS/VENDEE:

MR./Mrs./M/s. _____ Age: ____ years, Occupation: _____ PAN: _____ , ADHAR No.: _____ contact : _____

Residing at:

(hereinafter referred to as “Second Party” or “Allottee” in this Agreement to Sale Deed and in the meaning of the word the Second Party and his/her/ their legal heirs, guardians, successors, assignees, administrators, executors etc., all have been included)

The Promoters and Allottee(s) shall hereinafter be either collectively referred to as “Parties” and/or individually as “Party”.

A. WHEREAS the party of the First part/Vendor/Company is the absolute owner, lawfully seized and in possession and having acquired the immovable property/Non

agriculture land admeasuring total 34,905 Sq. Mtr. / 3,75,714.29 sq. ft. open land bearing T.P No. 24/B, as per the following detailed description:

Gujarat State Registration District Vadodara, Sub District Vadodara, (Part-3) land situated at Mouje Village: Bhayli - T.P. no. 24/B						
Sr. no.	Survey No.	Block no.	F.P. No.	Area in (Sq.mtr.)	Sale Deed No.	Sale deed Date
1	2321	1556	36	8903	15228	18.09.2018
2	Old S.no. 2340	1557	37	3845	17673	25.10.2019
3	Old S. no. 2341	1558	40	2428	9936	14.09.2020
4	Old s.no. 2342, 2344	1559	41	7285	164	04.01.2021
5	Old S. no. 2343	1560	39	8195	17670	25.10.2019
6	Old s.no. 2339	1561	38	4249	15229	18.09.2018
	Total land Area			34,905		

Therefore, the name of the Vendor/Company was mutated on revenue record, city survey records as well as government record. By virtue of the above said sale deeds, the Vendor/Company has sole and exclusive right to sell the plots/Houses in the said scheme to be constructed by the Vendor on the project land and to enter into Agreement/s with the Vendee/s(s)/s of the Plots/houses to receive the sale consideration in respect thereof.

- B. With respect to the above-described immovable property / land, the competent authority, Hon. Collector, Vadodara District had issued Non-Agriculture permission vide their order Nos as mentioned below:
- I. NA Order no. NA/SR/ / 2017-2018 No. Land-D/Sec/65/vashi/5619 to 5627/17, dated. 23/10/2017 (For Block No. 1556)

II. Order no.: CB/NA/VADODARA/Bhayli/1557/1003402/2019. dt. 02/05/2019 (For block no. 1557)

III. Order no. 1085/19/02/036/2020. dated .24/08/2020 (For Block no. 1558)

IV. Order No.: 1647/19/02/036/2019 dated. 11/12/2019 (For block no. 1559)

V. Order no.: 1111/19/02/036/2019 dated. 03.10.2019 For block no. 1559)

VI. Order no.: Rev/N.A./S.R./892/2017-18 dated. 29/10/2018 (For Block No. 1560)

VII. Order no: NA/S.R./687/16 No. Land-D/Sec./65/vashi/8532 to 8540/16; dated. 28/10/2016 (For Block no. 1561)

- C. Also, In the said land, Vadodara Mahanagar Palika has already granted Construction Permission vide Rajachitthi No. Ward-6/L-20/2020-2021, Dt.26-11-2020.
- D. For the above said property, We the partners of developers Partnership Firm "BAY INVESTMENTS" has executed a Partnership deed on 05-07-2018 vide Notary Reg. Sr. No. 39915, and all partners of the Firm, have given permission to the Executors in presence of all partners for administration and legal formalities of the project, which is valid till today and in any circumstances it shall not be cancelled by the Firm or by the partners of the Firm, for which we give assurance and undertaking, and upon this power and authority.
- E. Promoter is entitled and capable to construct above scheme on the said project land by virtue of Development Agreement and Promoter fulfill all basic requirements as legally required to prove his rights regards to the said land. And construction made as per schedule– 2 and the said Scheme known as "NILAMBER GRANDEUR II."
- F. Promoter has acquired construction permission from Vadodara Mahanagr Palika vide Rajachitthi No. Ward-6/L-20/2020-2021, Dt.26-11-2020, in which A- type- 1 to 16, B Type 17 to 35 total 35 Plot/Houses are approved and Promoter give assurance and undertaking to perform all the activities as per Lay out and Plan and as per RERA, Act, section – 14 and other applicable legal laws and no un-authorized changes shall be made in the said scheme, they shall follow all the disciplinary manners for doing work.
- G. And whereas, on demand from the Allottee, the Promoter has given all Documents relating to the project land, title issued by Advocate, plans, designs and specifications prepared by them and by Architects, Engineers, Structural engineer and as are specified under the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made for such scheme, and the Allottee has inspected all such documents and verified and are satisfied with such particular's details.
- H. Promoter has accordingly commenced construction of the said scheme in accordance with the said proposed plans and has also given copies of revenue records, city survey records or other relevant records, and the title report certificate of the Promoter to the Project land, Allottee has inspected all such records and is satisfied properly with the same.
- I. Promoter has issued authenticate copies of the plans and layout as proposed by the Promoter and according to which the construction of the said scheme and open space are proposed to be provided for on the said project has also been inspected

- by the Allottee and is satisfied properly and the property which is purchased by the Allottee for such property plans and specification certified copies has been annexed and marked as in Annexure-2.
- J. Promoter observes all terms, conditions, stipulations, and restrictions while sanctioning the said plans while developing the project and the scheme, and upon due observance and performance of which only the Completion Certificate and Occupancy Certificate will be acquired.
- K. The Allottee has applied to the Promoter for allotment of a Plot No., of “Nilamber Grandeur II” and plot area, common road and common plot map and construction specified in the Schedule – 2.
- L. In the said Scheme “Nilamber Grandeur II.” all the common facilities and amenities relating to the property(unit) including common road, common plot, allotted to Allottee as per RERA Act, section – 2, and Property description (known in this agreement is Project Property) mentioned in the Schedule – 1. And Complete Plot description mentioned in the Schedule – 2 and also submitted Floor Plan of Plot in the Schedule – 2.

The above Indicating Construction/Plinth area means the net usable area of a property excluding the area covered by the exclusive balcony, open terrace, parking space.

- M. Both parties relying on the confirmation, representations and assurance of each other to faithfully abide by all the terms and conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter in to this Agreement on the terms and conditions appearing hereinafter.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between both the parties, Promoters hereby agrees to sell Plot No..... and the Allottee hereby agreed to Purchase the said property as per clause – I, and also to register under the Registration Act, 1908 under section - 13.

So, both the in accordance with declaration, assurance and surety included in the said Agreement, and after conclusion both the parties hereby undertakes and agree to execute this Agreement to Sale.

NOW THEREFORE this Agreement to Sale witnesses as follows:

1. In this Agreement as per particulars and conditions and bids and as per para – I, property, Promoter hereby agrees to sell it and in the same manner Allottee hereby agreed to purchase the said property and including land description given in the schedule – 1 and in schedule – 2 indicates Floor Plans, and in schedule – 3 common area and facilities appurtenant to the premises.
- And for the price calculation of the Plot, it includes Land cost (with plot), construction cost, common light etc and common facilities and amenities (basic common facilities and amenities) costs.
- 1.1. Allottee has to take electric connection and water connection in his name after depositing the money in the concern office at his own cost and if Promoter is

obtaining such connection on behalf of allottee, the total cost incurred in the same has to be hand overed to the Promoter separately by the allottee before execution of the Sale Deed.

- 1.2. On the basis of Plot area including Construction cost, the total sale consideration price for the said allotted plot no.____is Rs., Rupees only.
- 1.3. 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 increases in charges which may be levied or imposed by the competent authority, local bodies, Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation in that behalf to that effect along with the demand letter being issued to the Allottee which shall only be applicable on subsequent payments.
- 1.4. Allottee has paid Rs...../- Rupees only as an advance/token payment before signing the Agreement to Sale. And balance consideration amount of Rs...../- Rupees only shall be paid as per below mentioned style/format.

2. PAYMENT SCHEDULE:

2.1. That, the Vendee/s agreed to purchase the Unit No.: _____, Nilamber Grandeur II” admeasuring_____ Sq. Ft. of plot area, admeasuring _____ Sq. Ft. of Super built up area from the Vendor for the total consideration of _____/- i.e. Rupees _____ Only (Basic Price) excluding, the charges of Stamp Duty, Registration Fees, VAT, Service Tax, GST and other Government, Semi Government Taxes, which the Vendee(s) has to pay separately, to which the Vendee(s) has/ have made the following part payment/s as token/booking/ earnest/ amount to the Vendor:

Sr. No.	Amounts Rs.	Cheque No.	Date	Banks Name

Total:

2.2. AND WHEREAS, prior to the execution of this Agreement the Vendee/s has/have paid to the Vendor a sum of **Rs.00.00/- (Rupees _____ Only)**, being part payment of the basic sale consideration of the said Plot/House agreed to be sold by the Vendor to the Vendee/s as advance payment or Application Fee (the payment and receipt whereof the Vendor and Vendee/s both hereby admit and acknowledge) and the Vendee/s has/have agreed to pay to the Vendor the balance of the basic sale consideration i.e., **Rs. _____** in the manner hereinafter appearing. As

such, the Vendor hereby acknowledges the receipt of the same. The remaining amount of sale consideration will be paid by the Vendee(s) to the Vendor as per Terms and Condition decided by both the parties as mentioned hereinafter. The Vendee(s) agrees and understands that timely payment towards purchase of the said Plot/House as per payment plan/schedule is the essence of the agreement.

Now the Payment schedule of the total Basic sale price of Rs. _____/- as agreed between Vendee(s) and Vendor is as follows:

- i. The Allottee has paid on or before execution of this agreement a sum of Rs (Rupee_____ 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:-
- ii. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of the Agreement.
- iii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the residential unit allotted.
- iv. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs of the residential unit.
- v. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, external plaster, doors and windows of the said residential unit.
- vi. 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 of the said residential unit.
- vii. 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 waterproofing, of the said residential unit.
- viii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of all the applicable specifications like, electrical fittings, electro, mechanical and environment requirements as applicable, entrance lobby/s, plinth protection, paving of areas appertain and all other applicable requirements as may be prescribed in the specifications mentioned in this Agreement to sale of the said residential unit.
- ix. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the said residential unit to the Allottee on or after receipt of occupancy certificate or completion certificate.

But if, Allottee fails to make payments installments in time limit, then Bank interest shall be charged on the remaining outstanding installments.

- 2.3. The total price as stated above excludes taxes, so, when the Allottee make payments to the Promoter, the prevailing rates of GST, Service Tax and Other taxes related to the Construction cost, Allottee shall be payable separately to the Promoters in the manner as may be decided by the Promoter or as directed by the Promoter. And taxes regard to the construction excludes the entire property selling costs.
- 2.4. The Fixtures and fittings with regards to the said property to be provided by the Promoter, but under the compliance of the laws, normal and reasonable modification shall be made or if Allottee needs some general change then promoter can make the same on receiving the written request from the allottee, subject to the technical feasibility of the change / extra work as required by the allottee. sanitary fittings and common amenities to be provided by the Promoter as his option in the said Scheme and all the material used shall be of ISI marked or equivalent standard make.
- 2.5. The Promoter shall confirm the final plot area that has been allotted to the Allottee after construction of the scheme and occupancy certificate granted by the local authority, by furnishing details of the changes, if any in the plot area subject to a variation gap of 3%. The total price payable for the plot area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of SBI MACL+2 %, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Plot area allotted to Allottee, the Promoter shall demand additional amounts from the Allottee in next installments as per actual Plot area and the same shall be paid by the allottee to the promoter in the next instalment. All these monetary adjustments shall be made at the same rate per square meter as agreed in the clause 1.2. of this agreement.
- 2.6. The promoter/vendor hereby declares that the floor space index available as on date in respect of the project land is 2.7 sq. Mtrs. only and promoter/vendor has planned to utilize floor space index of 1.2 sq mtrs. by availing TDR/FSI available on payment of premium or FSI available as incentive FSI by implementing various schemes as mentioned in the development control regulations or based on expectation of increased FSI which may be available in future on modification to development control and regulations, which are applicable to the said project/scheme. The promoter has disclosed the Floor space index (FSI) of 1.2 sq mtrs. as proposed to be utilized by him on the project land in the said project and allottee has agreed to purchase the said Plot/unit based on the proposed construction and sale of Plot/unit carries out by the promoter by utilizing the proposed FSI and on the understanding that the “declared” proposed FSI shall belong to the promoter only.

- 1.7 Promoter hereby clarify that and Allottee hereby undertakes that,
- A. Allottee is absolute owners of the property including plot and construction.

B. Common facilities and common area, with common road – common plot and scheme total amenities are jointly and undivided for all. Moreover, it is acceptable for all that, the said project with land, is individually project and for all-purpose it is undivided rights, and it should not divide in any manner.

1.8 The Allottee along with other occupants of Plots/units in the scheme shall join in forming and registering the Society or Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and or for membership other papers and documents necessary for the formation and registration of the Association including the bye-laws of the proposed Association and duly fill in sign and return to the Promoter within seven days. No objection shall be taken by the Allottee, if any changes or modifications are made in the draft of bye-laws or in the Memorandum and Articles of Association as may be required by the Registrar of Co-operative Societies as the case may be.

1.9 Promoter shall collect the expenses (like, land cost, land rent, municipal or local taxes, property tax, water or electric charges, maintenance charges, and other misc. burdens payable to competent authority or to financial institutions or related to project expenses) from the Allottee, the same should be paid to the competent authority, before handover possession to the Allottee and the same accepted and abide to the Promoters. And if Promoter fails to make payments to the concerned authority after the possession to the Allottee, in such case Promoter is liable and responsible to make such payments with penalty charges to the concerned authority and for that competent authority take whatever legal action for that promoter agrees for that matters.

(02) The Allottee authorize the Promoter to adjust/appropriate all payments made by him under any head of dues against lawful outstanding if any, in his name as the Promoter may in its sole discretion deem fit and the Allottee undertake not to object/demand/direct to the Promoter to adjust his payments in any heads of accounts.

(03) **Time is Important Essence.**

Time is important essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project, after obtaining occupancy certificate or completion certificate handing over the possession to the Allottee and the common areas to the Association of the Allottee. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneously completion of the Construction by the Promoter as per clause 1.4(a).

But, If property construction work complete and Occupancy and Completion certificate is not received on time due to government or local authority or due to negligence of the authority, in such case Promoter shall inform to Allottee and also inform to execute the sale deed and make outstanding payments with all taxes and charges, to the Promoter, and Promoter shall also confirm and agree to acquire the completion certificate within reasonable time.

(04) **Project / Plot Construction:**

The particulars of the Plot/Project construction details (specification) FAR (FSI) has been seen by the Allottee and also accepted floor plan, lay out approved by the competent

authority. Promoter and Allottee hereby agrees on proposed construction plan and sell unit as per declared FSI and the FSI belongs to the Promoters only.

(05) **Work System of the Plot Possession:**

(5.1) Promoter shall give possession of the said Property to the Allottee on 31-12-2024. If the Promoter fails or neglects to give possession of the said property to the Allottee on account beyond reasons to his control by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him with Bank SBI @MCLR + 2% rate interest if Allottee does not want to cancelled his booking, and in the same case if Allottee fails to make payments to Promoters on time, in such case Allottee is also liable to pay SBI @MCLR + 2% Bank rate interest on due subsequent outstanding amounts to the Promoter.

But the Promoter shall be entitled to reasonable extension of time for giving delivery of the said property to the Allottee, if the completion of the scheme in which property is to be situated is delayed on account of, War, Civil commotion, Fire, Cyclone, Earthquake, Pandemic or any natural accident or Government issued any notice, order, rule, notification from the Government or from Public competent authority.

(5.2) The Promoter upon obtaining of the Occupancy certificate from the Competent authority, Promoter, as per terms and conditions of this Agreement, shall issue a notice of 3 months regards to possession of the said property, and also issue noticed to the allottee for taking the possession of the plot/unit within a period of 15 days and the Promoter shall handover the possession of the said property to the Allottee.

But, if the construction work completed and Occupancy and Completion Certificate is not obtained on time, at the same time if Allottee desirous to obtaining the possession of the said property and intimate to the Promoter for such matters, at that time Allottee shall have to pay all maintenance amounts/charges deposit and current maintenance charge like total cost , lease, municipal taxes, local taxes, water and electric charges and for registration stamp duty and registration fees, advocate fees, legal fee and other expenses w.r.t. the said plot/unit paid to the Promoter, and after receiving such payment from the allottee, the Allottee will be hand overed the physical possession of the said property/ unit/ plot.

(5.3) Without prejudice to the right of Promoter to charge interest in terms of sub clause above on the Allottee committing default in 3 continuous installments due and payable to the Promoter, in such case Promoter shall at his own option may terminate this Agreement, and after deducting the booking amounts from the entire receipts and hand over remaining amounts to the Allottee without any interest benefit.

Provided that, Promoter shall give notice of 15 days in writing to the Allottee by register post at the address giving intimation to the Allottee of his intention to terminate this Agreement and for the specific breach of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach mentioned by the Promoter within the period of notice then at the end of such notice period Promoter shall be entitled to terminate this Agreement, and the Promoter (as agreed loss or adjustment deducted). Thereafter, the balance of payments received until then from the Vendee(s) and/ or financier/bank will be refunded back without interest after the said Plot/House is re-booked/sold, and payments thereof received (new booking). GST paid/payable (including GST directly paid/payable by the Vendor from In-put Credit) will not be refunded by the Vendor. to

the Allottee within 30 days of termination of the agreement, as they paid actual installments to the Promoter.

Allottee agrees and undertakes that due to natural calamities, promoters shall not develop the said project, and in such case it is treated that the allotment becomes cancelled, and in such circumstances the promoters give total consideration amounts within 45 days to Allottee, and Allottee also agrees that they have no rights, claims, interest against promoter in such case and promoter is free from all their liability and responsibility.

(5.4) As per law Allottee has right to cancel his allotment or withdraw their allotment from the scheme.

But Allottee agrees and confirms that, when promoters have not made any mistake in their performance, instead of Allottee still cancels or withdraws his name from the allotment, at that time booking allotment amounts shall be forfeited by the Promoters. Thereafter, the balance of payments received until then from the Vendee(s)/allottee and/ will be refunded back without interest after the said Plot/House is re-booked/sold, and payments thereof received (new booking). GST paid/payable (including GST directly paid/payable by the Vendor from In-put Credit) will not be refunded by the Vendor.

6.0. Failure of Allottee to take possession of the Property:

(6.1) Upon receiving a written intimation from the Promoter regarding possession is ready to use the said property, after executing necessary indemnities, undertakings and such other documents as prescribed in this Agreement, and Allottee handled possession of the said property within 15 (fifteen) days and Promoter shall give possession of the said property to the Allottee but if Allottee fails to take possession within prescribed time of 15 (fifteen) days provided as per Agreement in such case, the Allottee shall continue to be liable to pay maintenance charges as applicable for scheme.

If the Property is ready for use and for possession; written notice issued by the Promoter and at that time Allottee pay their proportionate charges relating to land revenue and other charges and within 15 days to the Promoters. Up to formation of society or Association common expenses shall be paid by Promoters. Whatever charges or payments received from the allotted-on account of maintenance shall be kept with Promoters and as and when formation of association is completed, the same amounts shall be transfer or hand over to Association. This amount received as per Promoter discretion mind and any other common payable amounts recovered from the Allottee.

(6.2) By Allottee possession matters:

Upon obtaining the Occupancy Certificate from the competent authority, hand over the possession of the said property to the Allottee, at that time, it is the responsibility of the Promoter to submit all papers, plans, common area including other documents to the Association or to local bodies or to the competent authority.

7.0. Assurance and surety by Promoter:

Promoter hereby gives surety and assurance and declare that,

A. Promoter has clear and marketable title with respect to the project and land and has requisite rights to carry out development and has actual physical and legal possession of the project land.

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B. Promoter 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 project.

C. There is no encumbrance upon the project land.

D. There are no litigations pending before any Court of law with respect to the project land.

E. All the valid approvals, licenses and permits to be issued by the competent authorities with respect to the project, land and Promoter shall at all time remain to comply with all applicable laws in relation to the project, land and general area of construction.

F. The Promoter has the right to enter in to this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein may prejudicially be affected.

G. The Promoter has not entered into any agreement for sale or development agreement or any other agreement with any person or parties in respect to the project including the land and the said property in any manner, affect the rights of Allottee under this Agreement.

H. The Promoter confirms that they are not restricted in any manner whatsoever from selling the said property to the Allottee in the manner contemplated in this Agreement.

I. The Promoter, at the time of execution of Sale Deed, handover possession of structure, common area to the Association and shall hand over lawful, vacant, peaceful physical possession of the said property to the Allottee.

J. In the said scheme for the maintenance and preservation of the basic and common facilities if there is no formation of Association, up to that extent Promoter is liable and responsible to take care of it.

K. The Promoter has duly paid and shall continue to pay all government dues, rates, taxes and charges and other charges, levies, premium, damages or penalties and other outgoings to the competent authorities up to execution of sale deed.

L. No notice from the Government or from any other local authorities or any legislative enactment, government ordinance, order, notice, notification (the said property acquired or acquirer any notice including) has been received or served upon to the Promoter in respect of the said project.

8. Allottee self or who wants to buy the said property, execute this agreement that,

A. After handling the possession, Allottee shall maintain the premises at his own cost in good and tenantable repair and condition from the date of execution of sale deed.

B. Not to store in the property any goods which are of hazardous or dangerous in nature which burns the entire premises or loss to the property, and due to negligence on part of the Allottee if there is any loss or damage to the project premises, the Allottee is liable and responsible for such causes.

C. In the said property Allottee shall maintain or internal repairing at his own expenses, and followed the rules and regulations of the local authority and if not followed the same and Allottee breach any conditions than he is liable and responsible for payments of loss.

D. To carry out at his own cost all internal repairs to the said property and maintain the said property in same condition and strictly follow all rules and regulations and bye-laws of the concerned local authority or other public authority, Allottee shall be responsible and liable for consequences thereof to the concerned local or other public authority in the event of committing any act in contravention. The Allottee shall not alter or modify anything in or to the premises in which the plot/house is situated, which may contrary to the rules and regulations and bye-laws of the concerned local authority. Allottee shall maintain the said Plot/House, its undivided walls, drainage, sewer, pipe and related things in good and tenantable condition by the Allottee.

E. Due to alteration or addition in the property causes to damage or loss to the support shelter and protect the other parts of the Project Premises. Allottee gives assurance and take liabilities that, in front side of the property or main entrance or external portion Allottee not committing any alteration or modification, and also undertakes that outside walls and outside portion of walls or in window or in elevation or in color of the project premises no alteration or modification done or to be done by Allottee in any manner.

F. Allottee, not to kept or throw dirt, rubbish, garbage or refusal in the premises or in compound portion of project premises.

G. Allottee, pay to Promoter within 15 days of demand by the Promoter, his share of Security Deposit as demanded by the concerned local authority or Government bodies or any other service connection to the scheme in which the said property is situated.

8. DEFECT LIABILITY PERIOD:

If within a period of five years from the date of handing over the Plot/House to the Vendee/s, the Vendee/s brings to the notice of the Vendor any structural defect in the Plot/House or the scheme in which the Plot/House 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 his own cost and in case it is not possible to rectify such defects, then the Vendee/s 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. Vendor shall not be held liable if any changes, alteration, modification, rectification, etc. done by the Vendee/s without the notice and expressed consent of the Vendor and in such an instance the liability of Vendor ends from the time of such change, alteration, modification, rectification, etc.

9. Sale Deed matter of Plot/Unit/House

Sale Deed for a plot/house shall be executed only when the Promoters receive the entire consideration amount from the Allottee and after that the Promoter shall execute Sale Deed in favour of the allottee and handover undivided common part, areas, rights to the Allottee and the same shall be transferred within 3 months after Occupancy certificate received. But If Allottee fails to pay stamp duty amount, registration fees, and some misc. or

legal expenses as demanded by the promoter in certain time, in such case, promoter has right to hold his sale deed execution matter up to the time till he recovers the pending/ overdue charges and expenses of stamp duty, registration charges , proportionate share to the Association towards the maintenance and formation charges of the Association.

10. Allottee has rights to use the common area and facilities of the scheme, after paying proportionate share for the maintenance and repairing charges of the scheme:

Allottee agree that they shall pay to the Promoter or proposed Association provisional monthly share of which ever decided at that time in future by said proposed Association in order to meet all legal costs, charges and expenses, and after such payments Allottee has right to use the same common area and facilities of the scheme, and whatever maintenance agency or Association decided the costs or bids, Allottee liable and responsible to pay abased on the observance of the rules and regulations of the Association.

11.Rights to enter in the premises/House for repairing works:

The Allottee shall permit the Promoter and the surveyors and agents in common area, garage, parking area for providing maintenance services to the limited rights and also confirms that with prior consent of Association or maintenance agency or at all reasonable time (except in emergency) to enter in to upon the said project premises or any part thereof to view an examine the state and condition thereof.

12. Plot Service use:

In the said “Nilamber Grandeur II” Scheme all the services like, electric sub-station and other services like, Transformer, DG set room, underground water tank, Pump room, Maintenance and service room, fire fighting pump and other equipments are for limited use as indicating in the approved plan. In any circumstances Allottee has no rights to use the same for personal use.

13. Property related general submission:

A. Allottee shall observe and performs all the rules and regulations of local authority or public authority rules/ association rules for Internal repairing of the property and keep them in safe position and will see that there is no breach of any laws of authority for alteration or at the time of addition or deletion of changes in the property. If Allottee breach the rules and regulations, then he shall be responsible for such cause and costs.

In the said property, Allottee shall not move or remove walls (outside or load bearing). Electric system should be distributed as per the Promoter or as per maintenance agency or as per Association decision.

As per above clarification if any conditions breach by the Allottee, in such case, allottee are only liable and responsible for such damage or loss.

14. Compliance regarding statutory disclosure by Allottee:

Allottee compliance all the general rules and regulations, provisions, notifications of this particulars Project and execute this agreement. And Allottee also undertakes with regards to the said property any requirements, demands or acquisition, or repairing imposed by the competent authority the same shall be made by its own costs and expenses.

15. **Promoter shall not Mortgage or create a charge:**

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the said property 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 property.

16. **Relevant State Plot law on the ownership of property:**

The Promoters gives assurance to the Allottee that, this Project totally based on Gujarat Ownership Property Act, 1973. And, Promoter observance of all the rules and regulations of the Gujarat Ownership Act, 1973 in all manner.

17. **Binding Effects:**

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoter or to the Allottee until the Allottee signs and delivers the Agreement with the schedule along with the payments due as stipulated in the payment plan within 30 days from the date of receipt by the Allottee.

If Allottee fails to execute and deliver with his signature to the Promoter this Agreement within 30 days from the date of receipt by the Allottee, then Promoter serves a notice to Allottee for appears for registration before Sub-Registrar as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which is not rectified within 15 days from the date of receipts application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith excluding the booking amount shall be returned to the Allottee without interest or compensation whatsoever.

18. **Entire Agreement:**

This complete agreement along with its schedule and annexures constitutes the entire Agreement between the parties with respect to the subject matter hereof are supersedes any and all understandings, any other agreements, allotment letter correspondences whether written or oral if any between the parties with regards to the said property as the case may be is cancelled and its legally loose the existence.

19. This Agreement may only be amended through written consent of the both the parties.

20. **Provisions apply to Allottee and responder in this agreement.**

It is clearly understood and so agreed by and between the parties hereto that all provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee of the said property. In case of transfer as the said obligations to along with the for all intents and purposes.

21. **A matter of isolation:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and regulation 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 the Act made thereunder or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

22. **Calculating partial deposits in the context of agreement:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee in project, the same shall be in proportion to the plot area of the property to the total carpet area of all the property in the project.

23. **Additional Surety:**

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 for any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder to any such transactions.

24. **Location of the Signature:**

As per mutually agreed between the Promoter and the Allottee, Agreement is duly executed by the Allottee and the Promoter at Promoter’s office or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar office. Hence this Agreement shall be deemed to have been executed at Vadodara.

25. **Registration:**

The Allottee and/or Promoter shall present this agreement as well as the conveyance (sale deed) at the proper registration office of Registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

26. **Instructions:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered post A.D. and noticed, email ID at their respective addresses specified shall treated as received such notices.

(1) Allottee Address:
.....,

(2) Promoter Address :

3/4, Karbhari Park, Near Binanagar Soceity, Vasna Road, Vadodara.

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee as the case may be.

27. Joint Allottee:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him, which shall essentially to consider as properly served on all the Allottees.

28. Stamp Duty and Registration charges:

The charges towards Agreement to Sale or Conveyance (Sale Deed) stamp duty, legal fee, advocate charges and Registration charges shall be borne by the Allottee.

39. Solutions of the Problems:

All the problems relating to the bids, terms and conditions or arising out of agreement related to understanding and rights and liabilities of concerned parties shall be settled amicably, if not settled through amicably then referred to as per provisions of the Real Estate (Regulation and Development) Act, 2016 Rules and Regulations, then appointed a Arbitrator and such Arbitrator settled the disputes of the parties.

30. Disputes Solution:

Any disputes between the parties shall be settled amicably. In case of failure to settle the disputes amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 Rules and Regulations hereunder, or appointed Arbitrator and settled through Arbitrator Officer.

31. Administrative Jurisdiction:

That the rights and obligation of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

32. If any provision of this Agreement shall be determined to be void or 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 or deleted in so far as reasonable inconsistent with purpose of this agreement and to the extent necessary to confirm 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.

SCHEDULE – 1

Description of Land

Gujarat State Registration District Vadodara, Sub District Vadodara, (Part-3) land situated at Mouje Village: Bhayli admeasuring total 34,905 Sq. Mtr. / 3,75,714.29 sq. ft. open land bearing T.P No. 24/B, as per the following detailed description:

The boundaries of the said land are as under:

East	:	18 mtr. wide DP Road
West	:	Block No.1553, 1555 & 18 mtr wide TP road
North	:	24 mtr. Wide T.P. Road
South	:	Block No. 1562 and 12 mtr. Wide T.P. Road

Description of the Property Sold

the said land has been lay out and plan passed by permission No. Ward-6/L- 20/2020-2021, dt.26-11-2020 and as per plan there are Total 35 Plot/ Houses approved have sanctioned the plan. As per lay-out plan plot/projects are done in “Nilamber Grandeur II” for residential purpose and construction have been done. out of which:

A construction is done in ____ Sq. Mtrs. carpet area and the boundaries of the property are as hereunder.

East :
West :
North :

South :

Annexure – 1

Registration Certificate under RERA

Annexure – 2

List of Sanitary, Fitting etc.,

(Schedule showing property particulars, description, and facilities)

All the materials are of ISI marks and in good quality are used in which,

- 1. R.C.C. Frame structure
- 2. Outside walls sand face plaster, Exterior paints with internal walls in Roga plaster putty finish
- 3. Door: Plain Flush Door
- 4. Window: Aluminum sliding style
- 5. Flooring: Vitrified tiles
- 6. Kitchen: Granite Platform
- 7. Bathroom: Glaze tiles up to lintel levels with good sanitaryware
- 8. Plumbing: With good quality of pipes fittings
- 9. Electric: Good quality Ele. Copper wire and switches

The above parties should be sign at their place in the presence of witness, and under mentioned person sign the agreement and handover agreement.

Promoter (Sign the Agreement to
Sale Agreement)
"BAY INVESTMENTS"
through administrative partner,

.....
RUSHIT BHUPENDRA PARIKH

Purchaser/s

1.....
(XYZ)

2.
(XYZ)

WITNESSES:

1.....

2.....