

AGREEMENT TO SELL

THIS **AGREEMENT TO SELL** (hereinafter referred to as the 'ATS') IS ENTERED INTO AT VADODARA, THIS _____ DAY OF _____ 2019,

PURCHASER/S

_____ Aged about: _____ years, Occupation: _____,
Aadhar Card No. _____, Income Tax PAN No. _____

Residing at _____; hereinafter in this ATS, referred to as the "PURCHASER/S" or "PARTY OF THE FIRST PART", which expression shall, wherever the context permits, be deemed to mean and include, the heirs, executors, assigns, administrators, legal representatives of the **PARTY OF THE FIRST PART**

AND

LANDOWNERS

M/s. NIRAT BUILDCON, a partnership firm (PAN No. AAPFN 7898 E)

being represented by its partner **Mr. Priyankkumar Rajubhai Parikh**

(Aadhar Card No. 7294 1876 3994)

(PAN No. BIYPP 0139 G)

aged about 31 years, having its office at : FF/19-20, Krishna Park Complex, Nr. Dabhoi Dshalad Bhavan, Besides Canara Bank, Ajwa – Waghodia Road, Vadodara – 390019 hereinafter in this ATS, referred to as the "LANDOWNERS" or "PARTY OF THE SECOND PART", which expression shall, wherever the context permits, be deemed to mean and include, the heirs, executors, assigns, administrators, legal representatives of the **PARTY OF THE SECOND PART.**

WHEREAS

- A. THE PARTY OF THE SECOND PART is the owner of Non – Agricultural land bearing Revenue Survey no. 118 which bears new Block no. 102 being Final Plot no. 55 of T. P. Scheme no. 01 (Bhayli) of village Bhayli sim admeasuring 1487 Sq. Mtrs. which is hereinafter referred to as the **“Said Lands”** in this ATS.
- B. That the Party of the Second Part has purchased the said land from its owner M/s. Fortune Infrastructure, a partnership firm through its partners by a registered sale deed dated 20.04.2019 duly registered at registration serial no. 6701 registered before the SRO – AKOTA.
- C. The Jilla Panchayat Office, Vadodara has granted permission for Non-Agricultural use of the said land vide its order no. LND/SR/38/2003-2004 dated _/08/2004 in respect of land area of 1487 sq. mtrs.
- D. The owner has organized and undertaken development and construction of a project of residential units/flats/pent house flats known as **“PINCODE @ 55”** upon the said land hereinafter referred to as the Said project in this ATS. The owner has registered the Project under provisions of the Real Estate (Regulations and Development) Act, 2016 (Act) and rules made there under with Real Estate Regulatory Authority (RERA) at Vadodara, Gujarat having registration no. _____.
- E. The Vadodara Urban Development Authority has approved layout plans and plans for construction on the said land vide its Permission no. UDA/Plan - 4/Permission/16/2019 dated 04.04.2019 as per the rules and by-laws of the local authority, however, the Purchaser/s hereby agrees that the Owner may make such variations and modifications in the specifications as may be required to be done within the rules and bye-laws of the local authority. However, such variations and modifications in the specifications shall be made by the Owner in the consultation with the Purchaser/s.

F. The Owner has agreed to execute the present ATS in favour of Purchaser/s for identification, conditional allotment and conditional transfer of flat/penthouse flat no. _____ of caret area admeasuring _____ sq. mtrs. on the _____ floor as well as balcony /verandah - _____ (total nos.) having area admeasuring _____ sq. mtrs. forming part of the building and parking area admeasuring _____ sq. mtrs. as well undivided proportionate share in the common land, facilities, amenities, internal road area admeasuring _____ sq. mtrs. herein after in this agreement referred to as the **“Said Unit”**. The “carpet area” means the net usable floor area of the unit, excluding the area covered by the external walls, areas under the services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal walls of the unit. Area of unit and the consideration towards construction shall be as per final layout. The Said Unit is more particularly described in the Schedule A hereunder written and upon terms and conditions hereinafter set out. The scope of the construction covered in this agreement is more particularly described in Schedule B.

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AFOREMENTIONED AS UNDER:

1. The Purchaser/s have satisfied themselves with regard to the titles and authority of the Landowners, Developers in respect of the assigned land/s on or before the execution of this ATS. The Purchaser/s have taken inspection of all documents and agreements relating to the Said Project, including Certificate of Title issued by the attorney at law or advocate of the Owner, Property Card or extract of village Forms, 6 and 7 and 12 (as applicable) or any other relevant revenue record showing the nature of the title of the Landowners and are fully satisfied about the same. The Owners also confirms that the title of the Said property and its unit/s is/are clear, Marketable and free from any encumbrances and is responsible to maintain the titles as clear. The Purchasers/s have inspected the

plans as approved by the local Authority and of other such documents as are specified under the Real Estate (Regulation & Development) Act 2016 (herein after referred to as **"the said Act"**) and the Rules and Regulations made there under and the Purchaser/s is satisfied in respect of the same.

2. The authenticated copies of the plans has been annexed and marked as Annexure A.
3. The Landowner/s, has/have agreed to execute the present ATS in favour of Purchaser/s for identification, conditional allotment and conditional transfer of the Said Plot for a Total Amount of Rs. _____ (in words Rupees _____ Only) .
4. Whereas the Purchaser has paid as Booking amount against Total Cost for the Said Plot of Rs. _____ (in words Rupees _____ Only) as under:

Name of Bank	Cheque no.	Date:	Amt. in Rs.
Total Rs.			

5. That the Owner/s has/have vide this agreement has agreed to construct the Said Unit being flat/penthouse flat no. ____ of carpet area admeasuring ____ sq. mtrs. on the _____ floor as well as balcony /verandah _____ (total nos.) having area admeasuring ____ sq. mtrs. forming part of the building and adjoining open terrace having area admeasuring _____ sq. mtrs. forming part of the building as well undivided proportionate share in the common land, facilities, amenities, internal road area admeasuring ____ sq. mtrs. herein after in this agreement referred to as the **"Said Unit"** of scheme/project name **"PINCODE @ 55"**, more particularly described in the Schedule A hereunder as per scope mentioned in Schedule B for a Total Consideration of Rs. _____ (in

words Rupees _____ Only) which include cost of construction there on paid or to be paid as under:

The total consideration mentioned above for the Said Unit shall be payable as per the following schedule:

SR.	AMOUNT	PARTICULARS	DATE OF COMPLETION OF STAGE
I	Rs.	Upto 10% at the time of Booking	
II	Rs.	Upto 30% at the time of Agreement for Sale	
III	Rs.	Upto 45% at the time of completion of plinth	
IV	Rs.	Upto 70% at the time of completion of Slab	
V	Rs.	Upto 75% at the time of completion of internal plastering, internal walls, floorings, doors and windows	
VI	Rs.	Upto 80% at the time of completion of Sanitary Fittings, entrance lobby, staircase	
VII	Rs.	Upto 85% at the time of completion of external plastering, external plumbing, water proofing, elevation	
VIII	Rs.	Upto 95% at the time of completion of electrical fittings, paving, etc.	
IX	Rs	100% at the time of handing over of possession	
	Rs	TOTAL CONSIDERATION (100%)	

6. In addition to the total consideration indicated above other charges to be paid by the Purchaser/s are as follows:

a. Charge towards reimbursement of legal expenses.

- b. Any additional fess to be paid towards electricity connection, or other local authorities of applicable, for said plot and unit.
 - c. The Owner/s has/have formed or will form a Common Maintenance Society (association, company, partnership firm etc. herein after referred to as the “**CMS**”) for which the Purchaser/s has to directly pay the CMS as mentioned in clause number 8.
 - d. Stamp duty, GST, Registration charges and miscellaneous expenses will be extra as per the rates prevailing at the time of registration of agreement to Sell and/or Sale Deed. These charges are to be paid at actual at least 7 days prior to the date of registration of Agreement to Sell and Sale Deed.
 - e. Any other charges applicable, taxes, municipal charges/taxes, Vuda charges/taxes etc.
7. The total price is escalation free, save and except escalations/increases, due to increase on account of development charges which may be levied or imposed by the competent authority Local Body/Government from time to time. The Developers undertake and agree that while raising a demand on the Purchaser/s for increase in development chargers, cost or levies imposed by the competent authorities etc. the Developers shall enclose the said notification / order / rule / regulation published / issued in that behalf.
8. The Developer shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Tower / Real estate Project is complete and the occupation Certificate is granted by the MCCM by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Price payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit of **3%**, then,

the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s towards the Sale Price, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this Clause no. 8, shall be made at the same rate per square meter as agreed in this ATS.

9. The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the project land is 2676.60 sq.m. only and Promoter has planned to utilize 4014.90 sq.m. (2.70 FSI) 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 Promoter has disclosed the Floor Space Index of 4014.58 sq.m. (2.699 FSI) as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. **The Promoter shall not have any claim on future FSI and terrace rights once the receipt of occupancy certificate.**
10. All the present and future members / purchasers of the said scheme shall join in forming and registered and will have to be a part of an association / society / company to be known by such name as the Owner/Developer may decide, for the management and maintenance of common land/s and common facilities of the said scheme and all the units holders including the present Purchaser/s shall have to compulsorily become members of such association / society / company and shall have to observe the rules and regulations of the same. For this purpose the Purchaser/s shall from time to time sign and execute applications, papers

and documents necessary for the formation and registration of such society / association etc. and for becoming a member, including the bye-laws of the proposed society. No objection shall be taken by the Purchaser/s if any charges are made in the draft by-laws as may be required by the competent authority. It is specifically agreed that the Purchaser/s will abide to all the rules and by-laws set by the CMS. Such Common Maintenance association / society / company is herein referred to as the CMS in this deed. Said CMS shall be informed by all the Purchaser/s of the Units of the **"PINCODE @ 55"**.

11. It is agreed that no member shall be entitled claim or to have right of partition or separation or exclusive ownership of his/her undivided share in the said common land and common facilities. All the members shall be entitled for the common use and enjoyment of common facilities of the said scheme subject to the condition that they have regularly paid the maintenance charges and other fees for the enjoyment and use of such common facilities.
12. The Purchaser/s shall have no claim save and except in respect of the Said Unit, hereby agreed to be purchased by Purchaser/s. Such claim shall however arise only after the entire Amount has been paid and Sale Deed of the Said Unit has been duly executed in favour of the Purchaser/s. the Purchaser/s shall only have the right to get the Sale Deed executed in his/her favour so long as he/she is fulfilling and willing to fulfill his/her obligation under this Agreement.
13. All other charges indicated above for the conveyance shall be borne by the Purchaser/s. Any additional stamp duty or any other statutory charges that becomes payable at any time in future shall also be borne by the Purchaser/s.
14. That upon conveyance of the Said Unit. the Purchaser/s shall expressly understand and agree that all rights in respect of the land/s under development, which may be acquired, for proposed road or any urban development, or which may in future be liable to be so acquired by any statutory body or authority, for

any reason whatsoever, or any excess area, shall be retained by and vest in the Landowners, who shall be fully entitled to deal with, develop or dispose off the same in any manner as they may deem fit and the Purchaser/s shall have no right whatsoever, in respect of the same. The landowner/s shall be entitled to hand over possession of any such land/s of the Said Project as may be necessary and called upon to do so by the appropriate authority and shall also be entitled to receive compensation in respect of the same. It is also understood and agreed by the Purchaser/s that any further F.S.I. granted in future the Landowner/s shall have the sole rights to the same and the Landowners or through their Developers shall have the right to construct in respect of the further F.S.I. granted.

15. That the Owner/s shall be entitled to assign its rights in the said land and project as well as the Development rights in favour of any third party in part or in full for which the Purchaser/s shall have no objection.

16. That the Purchaser/s shall not without a written confirmation of the Owner / Developer / CMS agree to let, sublet, permit occupation, sell, lease, rent out, convey, mortgage, create charge over or assign the rights in respect of the Said Unit agreed to be purchased by the Purchaser/s till all such amount as indicated in this agreement, are fully paid up, and after all the terms and herein and thereof are fully complied with. In the event of the Purchaser/s are requiring to mortgage or create charge on the said Unit, the Purchaser/s shall do so only with a nationalized bank or recognized financial institution and shall not do so with any private lender and the Purchaser/s shall send a written intimation to Owner / Developer / CMS before doing so. In an unlikely case of an unredeemed mortgage, the nationalized bank or financial institution taking charge of the said Unit shall be binding to all the terms and conditions embodied in this ATS. The terms and conditions embodied in this ATS, shall apply equally and with full force to all subsequent transferees, assignees, lessees, licensees of the Purchaser/s wherever relevant.

17. The Purchaser/s are aware that the said Unit is a part of the overall housing project of the Owner. The Purchaser/s agree and undertakes that the development and construction on the Unit has to be carried out only by the owners or any Developers to whom rights to develop the said land has been assigned by it. The Purchaser/s agree that till the execution of sale deed and till the date of receipt of possession of the Unit thereon, the Purchaser/s shall have no right of putting construction thereon either by himself or through any other agency. This condition is the essence of the ATS and the Purchaser/s shall abide by the same and shall not challenge its validity on any ground. The Purchaser/s shall have no right to change the elevation of the construction made and the Purchaser/s shall not put any projection. The Purchaser/s have understood the aforesaid clause and on agreeing the same have signed this ATS. Relying upon the understanding given by the Purchaser/s, the Owner shall execute a sale deed for the said unit in favour of the Purchaser/s. However if at any stage there is breach in the aforesaid condition, the Owner shall be entitled to cancel the booking/ ATS of the Purchaser/s. The intention behind the aforesaid condition is that **"PINCODE @ 55"** is an overall project wherein granting permission for separate construction agency will spoil the uniformity of the project. Breach of this condition will also be considered as a breach with other Purchaser/s of other units in overall project, as relying of this condition other Purchaser/s of other units have agreed to purchase the units.
18. If the Purchaser/s would like to have any additions, alterations, modifications in the internal parts of the Said Unit, apart from what is shown in the approved layout and mentioned in Schedule B the same shall be informed to the Owner/Developer well in advance. The Owner/Developers, if it is possible shall make such additions, alterations, modification and the Purchaser/s undertakes to pay extra cost of the same as suggested by the Owner/Developers. The extra work shall be undertaken only after the advance payment is made towards the said changes. It is made clear that no such requests shall be entertained if such

suggested additions alterations, or modification changes the exteriors appearance of the said Unit which is specifically designed for scheme of the **"PINCODE @ 55"**.

19. The Purchaser/s hereby undertakes that they shall not allot any of the construction / civil work or any other incidental work therein either in part or full to any other contractor / agency except the developers for the scope as mentioned in Schedule B.
20. The Purchaser/s undertakes to make the payments towards the consideration / construction cost and all other charges mentioned in this agreement as per terms agreed upon by and between the parties as aforesaid. The Owner/Developers shall be entitled to retain the possession of the said Unit till the full and final payments are made by the Purchaser/s as per mentioned in this agreement.
21. That the Owner Shall convey the Said Unit along with construction of the Unit to the Purchaser/s before 31st December, 2022 from the date of the ATS, upon and only after, all amounts as agreed upon in this ATS are duly paid by the Purchaser/s, and all terms and conditions herein and thereof are duly complied with and subject to the condition that there shall be no further internal changes to the layout once finalized by the Purchaser/s.

It is however, understood that the specification of the said Unit as indicated in this ATS, may be altered, on account of any statutory compliance and / or convenience of planning by the owner and the owner shall inform the Purchaser/s regarding any such change and the Purchaser/s shall have no right to take objection for the same.

22. The Seller further assures that neither the Project Land or any of its unit i.e. Flat / Pent House is mortgaged with any Bank, Financial Institution and / or any legal entity or has created charge over it of any one of the above.

23. The handing over of the possession, on the Completion Date, shall without prejudice to each other, be subject to the following:

- i. Availability of the cement, steel or other building material, electric and/or power connections, drainage connection and water connection.
- ii. The Owner shall not be responsible for delay in handing over the possession of the said Unit on account of any act of God such as earthquake, storm, flood or any other unforeseen natural calamity or act of enemy, act of government or any rules, regulations or legislation or any other force majeure causes beyond their control.
- iii. Any deviation / modification / improvement / addition from / in / to the construction as per standard specifications, required by the Purchaser/s, to be carried by the Owner/Developers, will lead to delay in delivery schedule and under the circumstances, the completion date may likely to be extended which shall be informed by the Owner/Developers to the Purchaser/s at relevant time.
- iv. Delay in making regular payments against consideration, statutory dues, other charges, the Developers or any local authority by the Purchaser/s.

24. The Owner / Developers hereby undertake to provide necessary Completion Certificate, Drainage Connection, Occupation Certificate, Electricity Connection, Water Connection, etc. Complete in all respect and shall handover a peaceful residential Unit to the Purchaser/s.

25. If within a period of **five years** from the date of conveying the constructed unit to the Purchaser/s, the Purchaser/s brings to the notice of the Owner / Developers any structural defect in the said Unit on account of workmanship,

quality or provision of service, then, wherever possible such defects shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Owner / Developers, compensation from such defect in the manner as provided under the Act. Provided that the Owner / Developers shall not be liable in respect of any structural defect or defects on account or workmanship, quality or provision of service which cannot be attributable to the Owner / Developers or beyond the control of the Owner / Developers.

23. That the Owner /Developers shall remain and be deemed to remain in possession of the said unit, till the proposed construction in complete, and all terms and conditions of the ATS along with all documents to be executed i.e. Allotment Letter, Agreement to Sell and Sale Deed, including but not limited to, the payment terms, are duly complied with. The Purchaser/s shall not, till such time, be entitled to possession of the said Unit with construction standing thereon.
24. The possession of the said Unit shall be handed over when the total consideration under this agreement and other documents such as Allotment Letter, Agreement to Sell and Sale deed are made in full and is received by the Owner / Developers, subject to the completion of the Unit, Maintenance Deposit has been paid to CMS and other expenses are reimbursed to the Developers for which registered sale deed will be executed.
25. The Owner / Developers shall issue a letter to the effect and ask the Purchaser/s to take the possession of their Unit. Upon completion of one month from the date of issue of such initiation / letter, it shall be deemed that the possession has been handed over to the Purchaser/s. is the Purchaser/s fail to take possession within the time period as above, the Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

26. The Owner / Developers are liable to pay the corporation taxes, dues, Cess if any, till the date of execution of sale deed. All subsequent liabilities shall be that of the Purchaser/s.

27. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the promoter executes this Agreement, the Owner / Developers shall not mortgage or create charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s.

28. The Owner / Developers shall be entitled to alter the terms and conditions of the ATS, relating to the unsold/subsequently sold/separately sold, premises in the said Project.

29. SEVERABILITY

If any provision of this agreement shall be determined to be void and 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 confirm to the Act or Rules and Regulation 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. If required the terms and conditions of this ATS shall only be altered/changed/affected with the consent of both the parties.

30. This ATS, does not in any way affect the rights of the Owner / Developers to allot/book/agree to sell the other units in the said Project and that they have an exclusive right over all the remaining Units, including the common roads, and

they shall be at liberty to allot/book/agree to sell the same as and when they may deem fit.

31. The rights on any vacant land of the said Project, not specifically booked/allotted/agreed to be sold, additional lands, granted in future, will always vest in the Owners / Developers and they shall be entitled, at their sole discretion, to carry out, at any time, any construction in view of this right, and to allot/sell any such newly constructed unit on the terms and conditions as they may deem fit and to collect such sums for the same as they desire. In the event of any such new / additional construction by the Owner / Developers, they shall be entitled to make use of the common amenities/ facilities of the said Antica Greenwoods Project, like common roads, water and electricity connections, pumps etc and the Purchaser/s shall have no right to take any objections for the same.
32. The Purchaser/s agree that there shall be a possibility of certain variation in the actual final plot area of Unit and the consideration shall be as per final layout which shall be ascertained only after actual measurement of the Unit before executing the sale deed.
33. The Purchaser/s have confirmed that irrespective of this and other agreements, the sale deed shall supersede all the previous deeds, agreements executed between the parties in all aspect including admeasuring, consideration, terms and conditions etc. The Purchaser/s shall not claim any relief except the terms and conditions as stated in the sale deed which the Purchaser/s admit and have signed the present ATS.
34. That in case there are Joint Purchasers, all communications shall be sent by the Owner / Developers to the Purchaser whose name appears first and the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

35. CONSEQUENCE OF DEFAULT:

That the making timely payment as per the terms mentioned in the ATS to the Developers, shall be the **essence** of this ATS. Upon failure of the Purchaser/s to adhere to the payment schedule, if the payment is not made within 30 days from the date the payment had become due, the Developers shall charge an interest @ MCLR + 2 % p.a compounded on an annual basis on the payment due from the date in default. The Purchaser/s shall have maximum of 3 months to clear all due payments after which the Developers shall reserve the right to terminate this ATS unless the Purchaser/s agree to pay the default amount on terms decided mutually by the Owner/Developers and the Purchaser/s. The Owner/Developers shall give a notice in writing to the Purchaser/s by registered post AD at the address provided by the Purchaser/s of the intention of termination of this agreement. In the event of the ATS being terminated due to any breach of conditions of this ATS by the purchaser/s, the Owner/Developers shall retain 5% of the cost if the ATS is terminated within 1 year from the booking date or retain 7% if the ATS is terminated after 1 year from the booking dated and any additional amount to be retained of the construction Cost shall be mutually decided by the Developers and Purchaser/s.

The Owner / Developers shall then be entitled to sell/agree to sell said plot and unit, to/in favour of any other person, whose rights in respect of the said Plot and Unit shall not be affected by this ATS. On such event, the Purchaser/s cannot claim on any appreciation of cost or otherwise.

Upon failure of the Owner / Developers to adhere to the conveyance timeline as specified for reasons attributed to the Owner / Developers, if the said unit is not conveyed within 60 days from the date the conveyance was to be made, the Owner / Developers shall pay an interest @ MCLR + 2 % p.a. compounded on an annual basis on the account of pending work yet to be completed due from the

date of default to the Purchaser/s till the date of actual conveyance to the Purchaser/s.

36. DISPUTE RESOLUTION:

That any dispute between the parties to this agreement relating to the interpretation of this agreement or otherwise, shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Authority as per the provisions of the Real Estate (Regulations and Development) Act, 2016 , Rules and Regulations, thereunder.

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

SCHEDULE A

(Description of Plot and Unit hereby agreed to be sold)

An immovable property being a flat/penthouse flat no. _____ of carpet area admeasuring _____ sq. mtrs. on the _____ floor as well as balcony/verandah - _____ (total nos.) having area admeasuring _____ sq. mtrs. forming part of the building parking area admeasuring _____ sq. mtrs. as well undivided proportionate share in the common land, facilities, amenities, internal road area admeasuring _____ sq. mtrs. in the scheme / project named **"PINCODE @ 55" constructed /** organized on the NA land lying, being and situated at village Bhayli sim bearing old Revenue Survey no. 118, new block no. 102 being Final Plot no. 55 admeasuring 1487 sq. mtrs. of T. P. Scheme no. 01 (Bhayli) in the registration District, sub registration district Vadodara in the state of Gujarat and its bounded as under:

East	:	
West	:	
North	:	
South	:	.

SCHEDULE B

Scope of Civil / Construction work for the Said Unit covered in this agreement.

1. All RCC structure as per specification of the Owner's consultants and the approved layout.
2. All brick masonry as per specifications of the Owner's consultants and the approved layouts.
3. Internal electrical piping work excluding the wiring as per approved layout of the Owner's consultants.
4. Internal electrical points without switches as per approved layouts of the Owner's consultant.
5. Air conditioning piping at locations indicated in the approved layouts of the Owner's consultants.
6. Internal plaster on walls as per specifications decided by the Owner and their consultants.
7. External plaster as per specifications decided by the Owner and their consultants.
8. External paint and finishes as per specifications decided by the Owner and their consultants and as per approved layout.
9. Parking floor finish as per specifications decided by the Owner and their consultant.
10. External doors and windows without finish as per designs and specification decided by the Owner and their Consultants.
11. External main door to be finished as per designs specifications decided by the Owner and their consultants.
12. External plumbing work as per approved layouts of the Owner's consultants.
13. External electrical wiring and piping as per approved layouts of the Owner's consultants.
14. Terrace floor finish as per specifications decided by the Owner and their consultants.

SCHEDULE – C

Common Facilities

Common Facilities:

- Large Entrance Lounge.
- Spa with massage facility, steam and showers.
- Yoga Room and fully developed Gymnasium.
- Lobby on each floor with Italian Marble and Granite Finish.
- Two High Speed Elevators.
- Separate Drivers waiting Area.
- Garden of apporx. 4500 sq. ft. on ground level, with hard and soft landscape.
- Garbage chute on each floor for wet and dry garbage disposal.

Water & Drainage :

- Underground water storage tank of 40,000 liters.
- Hydropnuematic pressurized raw water supply to all apartments from underground tank.
- Main source of water is Municipal Supply (as and when it is commissioned by VMC).
- Bore can be used in case of emergency.
- Drainage is to be connected to corporation drainage line.

Electricity :

- Common lighting, lift, water pumps etc. to be powered by common GEB meter in the name of proposed Owners' Association.
- All common supply to have generator back up of adequate load as per requirement – min 3 phase supply, with 12kw load for apartments and 15kw load for penthouse.
- Provision for inverter for individual flats to be made. Can be provided at extra cost as per requirement and capacity.

Safety and Security :

- Building to be secured by 24 hours security from Private Security Firm.

- Video Door Phone will be installed in each apartment.
- Entry to Entrance lounge to be restricted through Biometric Access Control System, so that only authorized persons can enter the apartment lobby.
- CCTV shall be installed on all critical locations, which can be viewed from Drawing Room TV Set of each apartment.
- Intercom facility to each flat, connected to common areas and security.
- Main gate to be automatic – RFID based – remote operated - remotes per apartment to be given.
- Separate gate for 2 wheeler and pedestrian entry.

Standard Inclusions

Flooring :

- Italian Flooring in all common areas – except bedrooms.
- Bedrooms- with 1mtr x 1mtr vitrified tiles or similar.
- Bathrooms- with vitrified tiles dado and floor – size as per final specs from interior Designer appointed by developer.
- Store Utility, Servant Quarter, Servant Bathroom – Standard 2'x 2' vitrified tiles on walls and floor.

Electrical Specifications :

- All internal wiring – Finolex or equivalent make.
- All Switches – Legrand, MK, Anchor or equivalent.
- All MCB's/DB's – Schneider, Legrand.
- All flats to be provided with standard electrical fittings in false ceiling, wall points with decorative light fittings- Make –Havells or Philips or any standard make – with specified guarantee period.

Dish TV and Internet :

- All flats to be provided with ready to plug and play dish TV contract from reputed company.
- Single service provider for the total project.
- 6 TV points to be given.

- Single internet service provider contract shall be done and accordingly wiring shall be done for each flat. Modem and WiFi Router to be provided at client's cost.
- All monthly contracts at client's cost.
- Landline – BSNL – ready to plug and install facility for all flats.

False Ceiling and Wall Punning :

- All apartments to be finished with standard false ceiling and all internal walls are finished with POP wall punning. The design is as per appointed Interior Designer.
- The same shall be showcased in the sample house / display apartment.

Bathroom Faucets and Vessels :

- Faucets – Hanse Grohe or Kohler / Toto / Grohe or equivalent.
- Vessels – Durvairt or Kohler or Toto or American Standard.
- The standard specs and items shall be as per designed capacity.
- All bathrooms provided with cubicle for shower area.

Doors and Windows :

- All doors frames in composite marble.
- All window frames in composite marble.
- All internal doors are 35mm flush doors, finished in laminate with Mortise lock and handle set, as per sample flat.
- Bathroom doors – flush doors, laminate finish with tubular lock.
- Main door frames in teak wood.
- All windows to have mosquito screen.

Kitchen and Utility:

- “L” Shaped platform with sink.
- Granite platform with sandwich marble for support.
- SS Sink of Frankee or Nirali make.
- Provision for Pressurized RO to be done below kitchen sink.
- Wall tiles- Vitrified of reputed brand.
- Wash area in Granite.
- Utility Platform in Granite.

- Provision will be made for Dish washer, Washing machine and Drier below utility platform (Plumbing and electrical points shall be ready to use) Client will have an option to buy the above equipments. These shall be fitted by builder at no extra cost.
- Separate provision of servant room.
- Bathroom with shower facility. Wash basin and WC shall be provided-Make CERA or equivalent.
- Room shall be given with flooring, electrical light points and Fan.
- Standard light fittings and fan shall be provided.
- Doors and windows remain as per apartment standards.

Air Conditioning:

- VRV – Air-conditioning shall be provided in all – 12hp per apartment and 20hp per penthouse.
- Brand shall be – Mitsubishi or Daikin or equivalent.
- Outdoor unit shall be placed in the foyer (service area) on the same floor of each apartment.
- Non-AC areas are – Kitchen, Store, Utility, Servant's Room, All Bathroom, Dressing Areas and 4'-0" Wide Corridor.
- All bathrooms to have exhaust fans of reputed brands.

Paint / Colour:

- All apartments – interiors to be painted with water based luster paint of Asian or Berger or equivalent brand.
- Shades shall be as per display apartment.
- Exterior of the building – texture exterior grade colour as per final colour scheme.

Car Parking:

- 2 Car Parking Slots per Apartment.
- 3 Car Parking Slots per Penthouse.

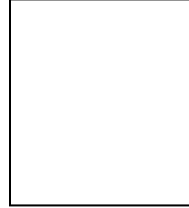
IN WITNESS WHEREOF, the parties have here to set their respective hands,

This _____ day of _____, 2019 at Vadodara.

LANDOWNERS PARTY OF THE SECOND PART M/s. Nirat Buildcon, a partnership firm represented by is Partner Mr. Priyankkumar Rajubhai Parikh	_____ _____
In the presence of witness _____	_____

Schedule As per Indian Registration Act, 1908

Seller (Party of Second Part)



M/s. Nirat Buildcon, a partnership firm

represented by is Partner

Mr. Priyankkumar Rajubhai Parikh