

SHREE RANG PEARL

BLOCK NO. _____

FLAT NO. _____

AGREEMENT FOR SALE

(Draft Copy)

PARTY NAME: 1. _____

2. _____

KAAVYARATNA GROUP

GANDHINAGAR

AGREEMENT FOR SALE (BANAKHAT) WITHOUT POSSESSION

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Agreement for sale (Banakhat) without possession of the property of Unit / Flat Apartment No. situated on Floor in Block No. Having Carpet area Sq. Meters and Builtup area Sq. Meters with undivided proportionate land share of Sq. Meters (which can not be sale separately at anytime) towards the property amongst the Flats / Shops in the scheme named “**SHREE RANG PEARL**” duly sanctioned by Gandhinagar Urban Development Authority and being constructed on residential/commercial purpose N.A. land (Project land) of old tenure admeasuring about 7892 Sq. Mtrs. of Final Plot No. 93 of Draft T.P.S. No. 5 (Kudasan-Randesan-Dholakuva-Indroda) allotted in lieu of land admeasuring 12141 sq.mtrs. of Block No. 233+234 paiki 9 (Old Block No. 233+234 paiki 22) of Village Randesan, Taluka-Gandhinagar, within Registration District & Sub District of Gandhinagar.

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Party of the First Part/Vendor/Promoter:

SHREE RANG HOUSING CORPORATION

(PAN NO. ACIFS 4351 A)

A partnership firm duly registered under the provision of The Indian Partnership Act, having its address at: 5, Shivam Bungalows, Jodhpur, Satelite, Ahmedabad – 380015 through its Administrative Partner Mr. SURESHBHAI KANTILAL PATEL Aged adult, Religion-Hindu, Occupation-Business residing at D-402, Shree Rang Aroma, GIFT City Road, Near: Shahpur Bridge, Randesan, Gandhinagar - 382009.

(Herein after referred to as "the Vendor" / "The Promoter" and/or "Party of the First Part" in this agreement for sale which expression shall unless repugnant to the context or meaning thereof mean and include the said firm and its present and from time to time directors, administrators and their heirs, executors, and assignees etc.) of the FIRST PART.

The party of the Second Part/Vendee/Purchaser/Allottee:

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PAN No.

Aged years, Religion-Hindu, Occupation -

Residing at

(Herein after referred to as "the Purchaser" / "Allottee" /"Vendee"/ "You member" and/or "Party of the Second Part" in this agreement for sale which expression shall unless repugnant to the context or meaning thereof mean and include the purchaser/vendee and his/her heirs, executors, and administrators etc.) of the SECOND PART.

: Whereas :

1. The residential / commercial N.A. land of old tenure admeasuring about 7892 Sq. Mtrs. of Final Plot No. 93 of Draft T.P.S. No. 5 (Kudasan-Randesan-Dholakuva-Indroda) allotted in lieu of land admeasuring 12141 sq.mtrs. of Block No. 233+234 paiki 9 (Old Block No. 233+234 paiki 22) of Village Randesan, Taluka-Gandhinagar, within Registration District & Sub District of Gandhinagar is in the sole independent ownership, occupation, possession of the vendor firm i.e. Shree Rang Housing Corporation. (Hereinafter referred to as "the said land" in this agreement for sale).
2. That the said land was purchased by Shree Rang Housing Corporation from its previous landlords 1. Pramukhbhai Dahyabhai Patel, 2. Nareshbhai Punjiram Patel & 3. Sureshbhai Kantilal Patel by way of Reg. Sale Deed No. 2530 dtd. 18.2.2016. Since then the said Shree Rang Housing Corporation became the sole and absolute owner, occupier and possessor of the said land. An entry pertaining to the same is entered in revenue record vide Entry No. 3132 dtd. 25.2.2016, which is certified on 11.4.2016.
3. That the Collector of Gandhinagar by its Order No. CB/Jamin/B.Kh./S.R.18/15/Vashi-23837 to 23850/2015 dtd. 22.9.2015 granted N.A. permission for residential & commercial purpose of said land. An entry pertaining to the same is entered in revenue record vide Entry No. 3078 dtd. 30.9.2015, which is certified on 31.12.2015.
4. That the Gandhinagar Urban Development Authority (GUDA) by its Order No. PRM/Randesan/02/01/2016/1671/2017 dtd. 18.4.2017 granted Development Permission for the said land and also approved the lay-out plans.

The Promoter has got some of the approvals from the Gandhinagar Urban Development Authority (GUDA) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans GUDA and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the GUDA.

The vendor shall have absolute rights in and upon the terrace of the said scheme situated on the afore-said land for the purpose of additional FSI which is under approval with new GDCR by GUDA and the purchaser has no any right, title or interest whatsoever in and upon the same except general terrace use by all members. Further the first part is entitled to make any nature of construction upon the entire existing terrace as per the new GDCR of GUDA for which necessary approvals shall be obtained from GUDA. After total construction is over as per new GDCR, all the rights of accessible open terrace exclusive of non accessible open terrace allotted to member shall remain with the society.

5. At present development permission is given by GUDA as mentioned in clause no. 4 above for total 8 blocks as per OLD GDCR (150 Flats plus 35 shops). However, new GDCR is under approval stage by Govt. of Gujarat and accordingly new plans shall get be approved from GUDA with additional FSI in future and same shall be binding on purchaser and that has been agreed by the purchaser. As such, the vendor firm has proposed the residential and commercial plans on the said land consisting of Block No. A, B, C, D, E, F, G & H (Each block having basement, Hollow plinth / Shops and six stories above hollow plinth i.e 192 Flats and 35 shops) and the said whole scheme is to be known in the name of **SHREE RANG PEARL** and accordingly in the said scheme, the scheme of residential flats and commercial units is being constructed (No separate permission / approval for such additional construction as per additional FSI shall be required to be obtained from the allottees who booked their units prior to such approval which is understood and acceptable to the purchaser).

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications (other than proposed) which

may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

6. AND WHEREAS on demand from the Purchaser / Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs The Grid, Ahmedabad and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under and the Allottee is satisfied in respect of the same. Following listed documents have been verified by the Allottee and is satisfied in respect of the same.
- Authenticated copies of Certificate of Title issued by the advocate of the Promoter.
 - Authenticated copies of Project Land Village Forms VI and VII and XII on which the Apartments are to be constructed.
 - Authenticated copies of the plans of the Layout as approved by the Gandhinagar urban Development Authority.
 - Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project.
 - Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee has been annexed and marked as Annexure – A.
 - Draft Sale deed

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement for sale and all applicable laws, are now

willing to enter into this Agreement for sale on the terms and conditions appearing hereinafter;

7. a. The party of the second part hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the Unit / Flat / Apartment No. ____ situated on the ____ floor of Block No. of the scheme being constructed and named as **SHREE RANG PEARL** whose Carpet area comes to about ____ Sq.mtrs ("carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment) and Builtup area comes to about Sq.Mtrs. of that property with the undivided land whose distribution can not be made separate into pieces at any time of about ____ Sq. Mtrs. together with such land (Hereinafter referred to as "the said unit" in this Agreement, which is more particularly described in the Schedule hereunder) at the total basic sale consideration of Rs. (Amount in words: Rs. Only) including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the schedule annexed herewith (Scheduel – B). The purchaser (party of the second part) has filled the required booking Form before purchasing the said property and the purchaser (party of the second part) has became agree to purchase the said property after reading, understanding and thinking the terms and conditions of the same.

In addition to above the Allottee hereby agrees to pay additional amount under various heads as under.

- b. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee balcony having area admeasuring sq.metres forming part of the apartment for the consideration of Rs. /-.

- c. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee wash area balcony having area admeasuring sq.meters forming part of the apartment for the consideration of Rs./-.
- d. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee open terrace having area admeasuring sq.meters forming part of the apartment for the consideration of Rs./-

The total aggregate consideration amount for the apartment mentioned herein above from sub clause 7b to 7d thus Rs. /-

Hence, the Grand Total of Sale consideration is Rs./- (Basic sale consideration: Rs. (sub clause 7a) plus additional amount of sub clause from 7b to 7d of Rs./-).

Further more, the purchaser (party of the second part) after making investigation about the title of the said scheme, after booking the said unit, out of the total amount fixed, the amount being part payment of the sale consideration of the apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application fee (not exceeding 10 % of the total sale consideration) have been paid as per the following details.

Sr. No.	Particular	Cheque No.	Date	Bank Detail	Amount in Rs. Ps.
1	Booking Amount				
2	Advance Amount				
TOTAL					

The receipt of the above paid up amount is obtained by the party of the second part and this advance paid up amount as mentioned above is to be given credit in the total amount of the property fixed in this Agreement for Sale while executing the Sale Deed.

8. The party of the second part – purchaser will be required to pay up the balance amount of the Sale Consideration Amount to the party of the first part before execution of the Sale Deed as per the agreed terms and conditions of payment. The party of the second part can obtain the Housing Loan from any bank or financial institution by mortgaging the said property. The prior permission in this regard will be required to be obtained from the party of the first part in writing.

SCHEDULE OF PAYMENT

Sr. No.	Particular	Stage of payment	Amount in Rs. Ps.
1	Upon execution of Agreement for Sale	As per clause no. 8(i) (After execution of Agreement for Sale) plus as per actual progress of construction stages of clause no. 8.	
2	Balance payment	Equal months EMI from the date of Agreement for Sale (i.e. on every tenth day of the subsequent month) OR Amount form own source of fund by Allottee or by obtaining Loan from any Financial Institutions / Banks as per below mentioned stage of construction as per clause no. 8.	

- i. Amount of Rs./- (Amount in words: Rs. only) (not exceeding 30% of the total consideration) to be paid to the Promoter immediately upon execution of Agreement for Sale.
- ii. Amount of Rs./- (Amount in words: Rs. only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth (Basement slab) of the building or wing in which the said Apartment is located.
- iii. Amount of Rs./- (Amount in words: Rs. only) (not exceeding 60% of the total consideration) to be paid to the Promoter on completion of the slabs upto 3rd floor including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs./- (Amount in words: Rs. only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the top slab of last floor of the building or wing in which the said Apartment is located.
- v. Amount of Rs./- (Amount in words: Rs. only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, external plaster, Floorings of the said Apartment.
- vi. Amount of Rs./- (Amount in words: Rs. only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, Doors and windows, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vii. Amount of Rs./- (Amount in words: Rs. only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- viii. Amount of Rs./- (Amount in words: Rs. only) (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 may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

- ix. A Balance Amount of Rs./- (Amount in words: Rs. only) 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 whichever is earlier.

The total price as stated above excludes Taxes applicable from time to time (consisting of tax to be paid by the Promoter by way of Value Added Tax, Service Tax / GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment, which shall be separately payable by the Allottee at the time of making payment at each stage.

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 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 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.

9. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the 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 12 %, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 7a of this Agreement.

10. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
11. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 14206 square meters only and Promoter has planned to utilize Floor Space Index of 17757 square meters 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 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.
12. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

13. The total construction scheduled period of the whole project / scheme is 30 months (Zero date: 21.04.2017) plus 3 months grace period (to cater any untoward incidents which may occur at project site, labour strikes, short supply of materials, reasons beyond the control of the vendor, delay in Govt. approvals etc.) i.e. total 33 months and after that within 3 months possession shall be given. No purchaser can make any kind of claim on account of reasons of delay within the aforesaid period of 36 months.

The Promoter shall give possession of the Apartment to the Allottee on or before 20th day of April 2020. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the rate of 12 % P.A. from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. In such case, for delayed payment made by the purchaser shall attract interest at the same rate and same shall be affected while settling the account. In case of subvention scheme of any bank is availed by the purchaser and the interest there on is paid by the promoter, it shall deducted from the amount to be paid (refunded) to the Allottee.

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

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) natural calamities like earthquake, riots, flood, stoppage of works by Govt. authorities for reasons not attributed to the Vendor

14. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the

allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 8 herein above. ("Schedule of Payment").

15. a. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 12 % per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of 12 % per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

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

b (i) Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches 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.

b (ii) Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee without any interest within a period of Sixty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter after deducting 10% amount towards liquidated damages of the total paid amount.

b (iii) Service Tax / GST or any other taxes applicable at the time of making payment by the purchaser at each stage of payment which have been deposited to government account shall also be deducted from the refund amount. The decision of the developer in this regard will be treated as final and the purchaser will have to keep it confirmed.

c. If the purchaser / allottee wish to cancel his/her booking or want to withdraw from the scheme at any stage of construction as per his/her own wish and reasons not attributed to promoter, the payment made by the purchaser shall be refunded within 60 days of such confirmation in writing without any interest after deducting interest on late payment made at each stage of payment schedule, legal charges as applicable and Govt. taxes deposited to be payable by the purchaser. No claim of whatsoever nature shall be entertained in such cases by the promoter which is understood by the purchaser.

16. The legal possession of the said property is at present under control of the party of the first part whose legal possession will be handed over after execution of the Registered Sale Deed subject to provisions of other Government or Semi Government Acts. When the sale deed of the said property will be executed, the party of the second part will have to get transferred his/her name in the Government Record, Semi Government Record, G.E.B. Record, GSPC, GUDA record etc. at his/her own costs and risks. The possession of the said property is not being handed over by any manner under this Agreement to Sale.
17. The party of the first part hereby declares that the said land and the scheme thereon is being developed by the party of the first part itself. Therefore, the whole land and the scheme thereon is situated in occupation possession of the party of the first part from today, in which, there is no any share, right, interest, charge or lien of any other bank, institution or person in any nature. Till the

party of the second part will not pay up the complete amount of sale consideration of the said property to the party of the first part, till then, the first lien charge together with the possession over the said property will remain of the party of the first part and till then, the legal share, part, right of the party of the second part in the said property will not be treated.

18. The party of the second part will have to pay up an amount of Rs./- of all legal expenses towards Agreement for sale, Sale deed of the said property like advocate fee, typing, Xerox expenses etc, to the party of the first part in advance.

19. Procedure for taking possession:

a. The Promoter, upon obtaining the occupancy certificate / completion certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement within 3 (three) months from the date of issue of such occupancy certificate and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

b. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy.

c. Failure of Allottee to take Possession of Apartment:

Upon receiving a written intimation from the Promoter as per clause 19 b above, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the

Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 19 b above, such Allottee shall continue to be liable to pay maintenance charges and interest on balance payment if any as applicable.

20. The rights, titles of the party of the first part of the said land are clear and marketable and without encumbrances as per the Title Clearance Certificate received from M/s Vijay Y. Chaugule & Co., Ahmedabad in this regard. The party of the second part has decided to purchase the said property after verifying and inspecting the same.
21. In future, service society will be established for the maintenance, administration of the whole land and common facilities – amenities of the said scheme and the party of the second part – purchaser and all other members of the said scheme will be required to be entered as a compulsory membership in the said service society. It is the main term and condition of this Agreement. The party of the second part shall have to make payment towards fixed maintenance deposit of Rs. /-plus advance annual maintenance deposit of Rs./- for 2 years before execution of the sale deed. The party of the second part – purchaser will have to observe strictly the laws (acts), sub acts, rules and sub rules and the resolutions from time to time and whatsoever writings or Agreements being executed or to be executed in future, and all the acts and rules and resolutions of the service society. The same is hereby agreed and confirmed by the party of the second part by signing in this Agreement for Sale (Banakhat).
22. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be

determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs./- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the society or the association or the limited company as aforesaid.

After receiving electrical connections for each unit, the purchaser is liable to pay monthly electrical bills whether possession is taken or not and sale deed is executed or not by the purchaser. In case of no payment of such bills by the purchaser, the developer may pay the bills to avoid the disconnection by the authority and such payment would attract 18 % interest P.A. and would be payable by the purchaser to the Promoter before taking possession. In case of disconnection of the electrical connection on account of no payment of bill by the purchaser the expenses towards the reconnection shall be borne by the purchaser.

23. Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.
24. The Allottee shall pay to the Promoter an amount of Rs./- for meeting all legal costs, charges and administrative expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
25. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At

the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

26. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

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

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

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

27. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association

or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

28. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.

29. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

30. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever within 60 days of such cancellation after deducting Govt. taxes.

31. RIGHT TO AMEND

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

32. SEVERABILITY

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

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

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

34. FURTHER ASSURANCES

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

35. 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 notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee: _____
Address: _____

Notified Email ID: _____

Promoter name: M/s Shree Rang Housing Corporation
Address:
D - 402, Shree Rang Aroma, GIFT City Road, Nr. Shahpur Bridge, Randesan, Gandhinagar – 382009.

Notified Email ID: info@kaavyaratna.com

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.

36. JOINT ALLOTTEES

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/her which shall for all intents and purposes to consider as properly served on all the Allottees.

37. 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.

38. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter at his/her/its option in the said building and the Apartment as are set out in Annexure 'C', annexed hereto.

39. All the expenses for execution of Registered Sale Deed of the unit under the said Agreement for Sale (Banakhat) like Stamp duty, registration fee, Service tax / GST will be required to be paid up by the party of the second part before execution of sale deed.

40. GOVERNING LAW

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

SCHEDULE – ‘A’
DETAIL OF APARTMENT AND LAND

The property of Unit / Flat / Apartment No. situated on Floor in Block No. Having Carpet area Sq. Meters and Builtup area Sq. Meters with undivided proportionate land share of Sq. Meters (which can not be sale separately at anytime) towards the property amongst the Flats / Shops in the scheme named “**SHREE RANG PEARL**” duly sanctioned by Gandhinagar Urban Development Authority and constructed on residential/commercial purpose N.A. land of old tenure admeasuring about 7892 Sq. Mtrs. of Final Plot No. 93 of Draft T.P.S. No. 5 (Kudasan-Randesan-Dholakuva-Indroda) allotted in lieu of land admeasuring 12141 sq.mtrs. of Block No. 233+234 paiki 9 (Old Block No. 233+234 paiki 22) of Village Randesan, Taluka-Gandhinagar, within Registration District & Sub District of Gandhinagar.

The four boundaries of the said Unit / Flat / Apartment No. under this agreement for sale are as under:-

East :

West :

North :

South :

SCHEDULE- 'B'

Common area & facilities appurtenant to the Premises

1. Security Cabin
2. Common Plot inclusive of Landscape Garden, Senior Citizen sit out, Children Play area, Garden GYM
3. Bore well and underground water tank
4. Over head water tank in each block
5. Single automatic lift in each block
6. Power back up with D.G. set for common lighting
7. CCTV Camera for common areas
8. Terrace Garden with Barbecue Zone
9. Wi-Fi Zone (Payable)
10. Home Theater
11. Indoor Games
12. Car wash area in basement
13. School Pickup & Drop Zone
14. Yoga room
15. Car parking at Hollow plinth / Basement / Open area
16. Water recharge well
17. Fire Fighting facilities

SCHEDULE- 'C'

FLOOR PLAN OF THE APARTMENT

ANNEXURE -A

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE –B

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE -C

SPECIFICATIONS & AMENITIES FOR THE APARTMENT

A. SPECIFICATIONS:

- STRUCTURE:**
 - RCC: Earthquake resistant RCC FRAME STRUCTURE
 - MASONARY: AAC BLOCKS (External – 125 mm thk., Internal – 100 mm thk.)
 - PLASTER: Internal – Single coat Mala Plaster
External – Mala / Tipni plaster
(Basement – No inside Plaster, External – Smooth Plaster)
- FLOORING**
 - LIVING / KITCHEN: Vitrified tiles (800mm x 800mm) of Exxaro / Vermora / Simpolo / Swastik or equivalent
 - BEDROOMS: Vitrified Tiles (600mm x 600mm) of Exxaro / Vermora / Simpolo / Swastik or equivalent
 - BALCONY: Ceramic/Rustic Tiles of standard quality
 - BATHROOMS: Anti-Skid Ceramic Tiles of standard quality
- DOORS:**
 - MAIN DOOR: LAMINATED Pine wood Flush door
 - OTHERS: Pine wood Flush Doors with Oil Paint
- WINDOWS:**
 - ANODIZED ALUMINUM SLIDING WINDOWS of National / Sayona or equivalent (18 mm and 25 mm series)
GLASS: 4 / 5 mm thk. Plain Glass of Saint Gobain / MODI / Indo Aasahi
- TOILETS:**
 - GLAZED//CERAMIC TILES: Upto beam bottom of standard quality

SANITARY WARES:	CERA, HINDWARE, SIMPOLO or equivalent.
CP FITTINGS:	CERA / HINDWARE / PLUMBER or equivalent.
PLUMBING PIPING:	DUTRON / AJAY / ASTRAL or equivalent

- ELECTRIFICATION:**

CONCEALED WIRING:	JAINSON / POLYCAB / HAVELLS / FINOLEX or equivalent
MODULAR SWITCHES:	L & T / ABB / SCHNEIDER / ANCHOR or equivalent
MCB DISTRIBUTION PANEL	
ELECTRICAL CONNECTION:	3 KW
- COLOUR:**

INTERNAL:	PUTTY FINISH (BIRLA WHITE or equivalent)
EXTERNAL:	100% Acrylic paint (Berger/ICI/ASIAN/Nerolac or equiv.)
- WATER PRROFING:**

BRICKBAT COBA WATERPROOFING IN ALL SUNK SLAB

CHINA MOSAIC / CERAMIC TILES WATERPROOFING ON TERRACE

B. AMENITIES:

- Intercom
- Single point DTH connection (without Setup box)
- Water meter
- Single Car Parking as per availability in Hollow Plinth / Basement under the particular block of the Flat or at Open area
- Gas connection (Single point)

As such, this Agreement for Sale is executed by ALL the parties willingly and cleverly, after reading, thinking, understanding, in full sense of mind, without pressure of anyone else which is and will remain binding to all parties and their heirs, guardians, directors, successors, assignees, nominees, transferees etc.

Place: Gandhinagar.

Date:

Party of the First Part / Vendor

SHREE RANG HOUSING CORPORATION

Through its Administrative Partner

Mr. Suresh Kantilal Patel _____

Witness:

1 _____

2 _____

SCHEDULE AS PER REGISTRATION ACT 32 (A)

Vendor’s Signature	Photograph	Left Hand Thumb Impression
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SHREE RANG HOUSING CORPORATION through its Administrative Partner Mr. Suresh Kantilal Patel

Purchaser’s Signature	Photograph	Left Hand Thumb Impression
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