

AGREEMENT TO SALE

This Agreement to Sale is executed today on dt. _____ by :

The Writer/Landowner/(Party of First Part) of Agreement:

Sharnam Reality, a partnership firm named as such, for and on behalf of the Partnership firm by its Managing Partners **(1) Ashokbhai Ishwarbhai Patel**, aged 55 years, **(2) Dineshbhai Jayantibhai Patel**, aged 39 years, address of partnership firm: A-10, Bansidhar Society, T. P. 13, Chhani, Vadodara, Pan Card of the Partnership Firm is **PAN NO. AEGFS6673D**. Said Partnership Firm Registered at Sr. No. GUJVA102371 under provision of Partnership Act. (who hereinafter shall be referred to as Writer/Landowner in the present Agreement which words would mean and include the partnership firm itself and all present partners of the Partnership Firm from time to time and their heirs, successors, assignees, executors, administrators) being Party of First Part.

AND

Purchasers/Recipients of this Agreement (Party of Second Part)

(1) _____, (PAN NO. _____), Age-____ years, Occupation: _____,
(2) _____, (PAN NO. _____), Age-____ years, Occupation: _____,
both residing at _____. (who hereinafter in the present Agreement to Sale shall be referred to as Purchasers/Recipients/Allottees/ of schedule property, which words would mean and includes Purchasers/Recipients/Allottees himself/herself/themselves and his/her/their heirs, successors, assignees, executors, administrators) being Party of Second Part.

Whereas, the Non-Agricultural land admeasuring 0-24-28 Hec.-Are-Sq.Mtr. i.e. 2428 Sq.Mts. of Block/Survey No. 421/2 paiki 1 situated in the limits of Mouje Village **Sama**, in the Registration District Vadodara and Sub District Vadodara. Upon inclusion of the said land in T.P. Scheme No. 2 (Sama-Dumad-Vemali), the Final Plot No. 160 has been allotted. As per said Final Plot No. 160, the measurement of the said land is 1457 Sq.Mts. The said land is belonging to independent ownership, enjoyment and possession of the Party of the First Part herein. Its detailed description is given in the schedule hereunder. The Party of the First Part herein has full right, power and authority to make use, usage thereof as per our wish and desire.

And whereas, the permission for making use, usage and utilization for non-agriculture purpose for the said land has been granted by the Collector, Vadodara, vide his order No. NA/SR/772/2014-15 No. Jamin-D/Kalam-65/Vashi/552 to 560/15 dt. 28-01-2015.

And whereas, necessary permission for making construction over the said land has been granted by the Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan, vide Permission No. 003BP20211508, dt. 18-06-2021 and on that basis the residential scheme named as “**SHREEJI SHARNAM**” has been organized on the schedule land by the Party of the First Part and the said name is to be kept permanent.

And whereas, the said scheme is registered under provisions of Real Estate (Regulation and Development) Act, 2016. It is given registration No. **PR/GJ/VADODARA/VADODARA/OTHERS/_____/_____ on dt. _____.**

And whereas, the plans have been approved subject to rules of the local government at present in the aforesaid land by the Party of the First Part. It is declared by the Party of the First Part herein that as per GDCR from time to time and subject to changes made in the same, we shall revised the plans. Therefore, the plans will be revised and construction made in such manner before the competent authority that no any damage will be caused in future in respect of unit/property agreed to be sold to the Party of the Second Part. Its information has been provided by the Party of the First Part to the Party of the Second Part and considering the said fact in mind, you the Party of the Second Part has decided to purchase the said property/unit for which there is a consent of the Party of the Second Part.

And whereas, the said land belonging to the ownership, enjoyment and possession of the Party of the First Part, over the said land residential scheme titled as “**SHREEJI SHARNAM**” has been organized, for which the maps, sketches prepared by Architect Shri Ketan Patel (Prop. of A Square) of the Party of the First Part and detailed descriptions and the rules and regulations framed under the Real Estate (Regulation and Development) Act, 2016 and other documents were given to you the Party of the Second Part for inspection and all these maps, sketches and details, descriptions and rules and regulation, etc. Framed under the Real Estate (Regulation and Development) Act, 2016 have been got examined from your advocate and architect. Upon getting satisfaction in this regard by you the Party of the Second Part, after thinking, understanding the same, you the Party of the Second Part has decided to purchase the property of **Flat No. _____ on _____ Floor** in the said

scheme titled as “**SHREEJI SHARNAM**” from Party of the First Part at a price of **Rs. _____/-**
in words Rupees _____ only.

And whereas, the carpet area of said **Flat No. _____**, admeasuring **_____ Sq.Mts.** Its measurement method has been fully convinced by the Party of the First Part to the Party of the second Part and the accepting and admitting the same decided to purchase the said property of **Flat No. _____**. Therefore, the Party of the Second Part has not to raise any objection or dispute with respect to the calculation method of carpet area and if made then it will be treated cancelled vide present agreement. The description of the property decided to be purchased by the Party of the Second Part is given in the schedule hereto.

And whereas, towards the earnest money of **Rs. _____/- in words Rupees _____**
_____ only towards purchase of said **Flat No. _____** has been received by the Party of the First Part from you Party of Second Part.

And whereas, as per conditions mentioned in this agreement and according to understanding made between both parties, the Party of the First Part has decided and agreed to sell the property of **Flat No. _____** in the scheme “**SHREEJI SHARNAM**” organized by the Party of the First Part in favour of you the Party of the Second Part and you the Party of the Second Part has agreed to purchase the same. Therefore, the following agreement has been made between parties hereto.

:Conditions:

1. On the land owned, possessed and enjoyment of the Party of the First Part, as per plan sanctioned by Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan the residential scheme is organized over the said land.

However, the Party of the First Part due to instructions of any government authority or change made in the law, except necessary modification-addition, for making any such modification-addition or change that may cause damage to the property agreed to be sold, the Party of First Part shall have to obtain written consent of the Party of Second Part.

1(A/1) In the said scheme titled as “**SHREEJI SHARNAM**”, the property of **Flat No. _____** has been agreed to be purchased by the Party of Second Part at an adhoc price of **Rs. _____/- in words Rupees _____ only** and the Party of the First Part has agreed to sell. In the aforesaid amount the price of common amenities and including common area facilities of “**SHREEJI SHARNAM**” is not included. In which the common area and facilities /amenities which are allied to the premises, the full information of such common area, its nature, scope and description, etc. has been given by the Party of the First Part to you the Party of the Second Part and upon satisfying by said information, you the Party of the Second Part has agreed to purchase the schedule property from the Party of the First Part.

(A/2) The Party of Second Part who has agreed to purchase from the Party of the First Part, the carpet area of said Flat **admeasuring _____ sq.mt.**

(A/3) The party of the Second Part hereby agreed to purchase the property form party of the First Part wherein Wash area admeasuring **_____ sq.mt.**

(A/4) The party of the Second Part hereby agreed to purchase the property form party of the First Part wherein Balcony area admeasuring **_____ sq.mt.**

(A/5) The party of the Second Part hereby agreed to purchase the property form party of the First Part wherein open area of the terrace admeasuring **_____ sq.mt.**

(A/6) Said entire property is having parking space allotted in ‘**Basement/Ground**’ floor as per the construction permission and approved plan.

1(B) The Party of the Second Part/Allottees has paid advance money or application fee of **Rs. _**
_____/- in words Rupees _____ only at the time of execution of agreement or prior to that (not more then 10% of total price), such amount has been paid. Its details are as under:

Amount Rs.	Date	Cheque No.	Name of Bank
In words Rs. One Lac only.			

After deducting the aforesaid earnest money or application fee amount, the remaining amount shall have to be paid by the Party of the Second Part to the Party of the First Part, as per following details.

a) After execution of agreement, the amount which should not be more then 30 % of total sale consideration be paid to the Promoter.

- b) The building or division where the property is situated, after completion of its plinth construction, the amount which should not be more than 45 % of total sale consideration be paid to the Promoter.
 - c) The building or division where the property is situated, after completion of podium and including stilt slab construction, the amount which should not be more than 70 % of total sale consideration be paid to the Promoter.
 - d) After completion of walls, internal plaster, flooring, doors and windows work, the amount of which should not be more than 75 % of total sale consideration be paid to the Promoter.
 - e) After completion of sanitary (bathroom) fitting, staircase, lobbies work, the amount which should not be more than 80 % of total sale consideration be paid to the Promoter.
 - f) The building or division where the property is situated, after completion of external plumbing (work relating to water line) and outer plaster, elevation, terrace work, with water proofing, the amount which should not be more than 85 % of total sale consideration be paid to the Promoter.
 - g) The building or division where the property is situated, after completion of its electrical fitting, electro-mechanical and environment necessities, entry lobbies, plinth, security related areas, paving and all other requirements as specified, the amount which should not be more than 95 % of total sale consideration) be paid to the Promoter.
 - h) After obtaining Possession Certificate or Completion Certificate or at the time of handing over possession of the property to the Allottees, the remaining amount should be paid to the Promoter.
 - i) The time limit of the said Agreement is kept for 48 months.
- 1(C) The revenue of the land till the date of handing over possession of the aforesaid **Flat** has been paid by the Party of the First Part. In the above mentioned price, municipal taxes, G.S.T, cess, betterment charges, drainage charges, water connection charges, document charges, stamp duty, registration fee, advocate fee, legal file charge, society formation charge, all charges of electric connection, such as meter charge and deposit, transformer, cable and electrical contract, etc. charges and all other taxes which are applicable at present and likely to apply in future, etc. is not included. Therefore, all such taxes and charges and all aforesaid expenses shall have to be paid separately by the Party of second Part to the Party of the First Part before execution of Sale Deed.
- 1(D) In the aforesaid price, the Party of the First Part has not to make increase of any nature. If any increase is made in the development charges or any type of expenses applicable at present by the Government or Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan because of which the incidence arises to make increase in the price of said Flat, then in such circumstances, while making demand for further amount by the Party of the First Part from the Party of the Second Part, the copy of such notification/circular/order/rule/Regulation so published shall have to enclosed along with the demand letter.
- 1(E) If the Party of the Second Part makes earlier payment of sale consideration before the prescribed time limit then the Party of the First Part with its full discretion/power, shall give rebate to the Party of the Second Part at the rate of MCLR + 2 % for such period, on the amount paid earlier and the Party of the First Part shall never call back such amount of rebate. Whether to accept such amount earlier or not, the power to take decision in that regard shall remain with the Party of the First Part. Review of provision whether to give such rebate and fixing its rate cannot be made.
- 1(F) In the scheme titled as “**SHREEJI SHARNAM**” as per plans sanctioned by Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan in the carpet area of the said property of **Flat No. _____** any change up to limit of 3 % has taken place then after completion of construction and after receiving Certificate for Use from Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan, by submitting the details of carpet area by the Party of the First Part, the intimation of last carpet area shall have to be conveyed to the Party of the Second Part and re-calculation of total price of the carpet area shall have to be done and the decrease made in the carpet area is within prescribed limit then the reduction to the extent of reduced area shall have to be made in the total agreed sale consideration and from the amount of sale consideration paid by the Party of the Second Part, and from the amount sale consideration paid by the Party of the Second Part, since the time the Party of the First Part has received the amount to the extent of reduced area, from such date along with annual interest of MCLR + 2 % shall have to be refunded to the Party of the Second

Part within a time limit of 45 days. Same way, if increase takes place in the carpet area then the amount for the additional area shall have to be paid by the Party of the Second Part to the Party of the First Part, within a time limit of 45 days. All these financial arrangement shall be made at equal rate per Sq. Mt. as per understanding made in Con. No.1(A) of this Agreement.

- 1.(G) From entire amount due and receivable by the Party of the First Part from the Party of the Second Part, firstly which amount to be taken in credit and under which head it should be taken, the full power in this regard is given by the Party of the Second Part to the Party of the First Part and in such adjustment of the Party of the First Part, the Party of the Second Part has not to raise any objection or dispute.
- 2.1 At the time of sanctioning plans of said “**SHREEJI SHARNAM**” and thereafter, while the Party of the Second Part taking over possession of the property purchased, by observing all conditions, restrictions and regulations imposed by Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan the Party of the Second Part is in agreement to obtain BU Certificate of the Party of the First Part from the concerned local body.
- 2.2 The time limit is very much important for both parties. Upon completing the said scheme titled as “**SHREEJI SHARNAM**” in said time limit, the Party of the First Part has to obtain BU Certificate and to hand over timely possession of the schedule property to the Party of the Second Part. Further, timely possession of the common facilities/amenities shall have to be handed over to the Association of the Second Part.
Same way, the Party of the Second Part shall have to make payment of sale consideration amount as per agreed payment plan per Con. No. 1(B) and other dues, charges, etc. within a prescribed time limit. Further, shall have to shoulder other responsibilities under the present agreement.
- 3.1 The area/measurement of the land under the said scheme named as “**SHREEJI SHARNAM**” is as mentioned in the Village Form No. 7/12, the plans have been sanctioned by Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan, accordingly for the said area as given in schedule. So except aforesaid area, any additional space becomes available in the T. P. Scheme, then the Party of the First Part shall be entitled to get the said space.
- 3.2 The Party of the First Part therefore declares that in context of project land the available floor space up till date, the total entitled receivable FSI is 3933.90 Sq.Mts. as per Raja Chithhi granted by Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan. Thereafter, upon paying the premium in respect of available FSI by the Party of the First Part, 3902.93 Sq.Mts. FSI received has been used and T.D.R. received from the payment of project premium or by obtaining FSI or implementing various schemes mentioned in the Development Control Regulations, obtaining available FSI as incentive FSI or whatever Development Control Rules are applicable to the said project in future and by getting the available FSI from such change, the scheme for development is framed or use of 3497.90 Sq.Mts. floor space index is made. The Party of the First Part has declared the proposed floor space index to be taken in use of the said project over the said land. By making use of the proposed FSI by the Party of the First Part, the sale of Flat and proposed construction will be made to the Allottees and on that basis the proposed FSI so declared shall be of the Party of the First Part only. With such understanding, the Party of the Second Part has agreed to purchase the said Flat.
- 4.1 The Writers do hereby give undertaking and bound that the quiet, vacant and physical possession of the schedule property agreed to be sold shall be handed over at the time of execution of final sale deed i.e. up to **31-03-2026** or before that time. However, if the Party of the First Part fails to complete the said scheme titled as “**SHREEJI SHARNAM**” and hand over possession of property of Second Part within time limit then if the Party of the Second Part intends to get withdraw from the said scheme and on the amount paid by such purchaser i.e. the Party of the Second Part to the Party of the First Part, for the duration from the date of causing delay in handing over possession by the Party of the First Part till the possession is not handed over to the Party of Second Part, the interest amount at annual MCLR + 2 % rate shall have to be paid and in the same way, if the Party of the Second Part fails to pay the amount of sale consideration to the Party of the First Part then the time for which delay has taken place in making payment, the annual interest for such time period at the rate of MCLR + 2 % shall have to be paid by Party of the Second Part to the Party of the First Part. All parties are in agreed for the aforesaid condition.

- 4.2. As stated in this agreement, if the Party of the Second Part commits default in paying any due amount by him and amount of any installment payable by the Party of the Second Part to the Party of the First Part within prescribed time limit, then in reference to Col.4.1 of this Agreement, without prejudice to the right of the Party of the First Part to recover interest and if the Party of the Second Part commits default in making payment of installments for three times then the Party of the First Part shall have option to bring an end of this agreement. (In respect of the amount payable by the Party of the Second Part within prescribed time limit, it includes proportionate amount of taxes falling at the share of Party of the Second Part).

However, the Party of the First Part having intention to cancel this agreement and for which specific breach of condition, he intends to cancel the agreement, the notice of 15 days stating so shall have to be sent at the address of the Party of the Second Part by registered post A.D. and if the Party of the Second Part cannot rectify any such default/mistake within notice period, then after expiry of notice period, the Party of the First Part can cancel the Agreement.

Further, as stated above, upon cancellation of agreement by the Party of the First Part, the money is to be returned within 30 days from date of cancellation or after selling the said property to any third person only, on receipt of consideration amount from third party purchaser by the Party of the First Part, the amount shall have to be paid back to the Party of the Second Part of this Agreement. However, from the amount paid by the Party of the Second Part upon deducting the amount of expenses and damages suffered by the Party of the First Part, the remaining amount and other amount of damage as per understanding shall have to be returned/refunded by the Party of the First Part to the Party of the Second Part. Further in the above mentioned both options in respect of payment of amount, which option to be chosen is to be decided by the Party of the First Part and in this regard, the Party of the Second Part has agreed/consented and thereafter only the present Agreement has been written by the Writer in favour of Party of the Second Part herein.

5. In the said Flat, the Party of the First Part has by own option provided full information about flooring, sanitary fittings, and all types of amenities, etc. to the Party of the Second Part and upon satisfying by the said information, the Party of the Second Part has decided to purchase the schedule property from the Party of the First Part herein.
6. The Party of the First Part has to hand over the possession of the schedule property agreed to be sold to the Party of the Second Part within a period of one month after execution of Sale Deed. If the Party of the First Part or its representatives makes delay to hand over possession of Flat for the reasons beyond their control then upon making demand from the Party of the Second Part, whatever amount of sale consideration has been received by the Party of the First Part from the Party of the Second Part then on such amount whatever delay has been caused in handing over possession, the Party of the First Part is bound to pay interest for such duration at the rate as mentioned in Con. No.4.1 to the Party of the Second Part. Further, the Party of the First Part shall have to hand over possession of the said property by dt. **31-03-2026** to the Party of the Second Part.

However, where the property agreed to be sold is situated, in completing the construction of such **Flat** if the delay takes place for the following reasons, then the Party of the First Part shall be entitled to make demand for proper extension of time limit in handing over possession.

- a. War, internal disturbance, violence or act of God such as flood, earthquake, cyclone, heavy downpour, etc.
- b. Formalities of complying with any notice, order, direction, notification, notice, etc. of the Hon'ble Government, other public or competent authority, Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan, any Court.
- c. For such reasons which are not in control of the Party of the First Part, due to delivery of materials used in the construction work.
- d. Despite having Title Clearance Report, any dispute arises in respect of ground land or any dispute is raised by the third person and because of which the delay is caused in making construction.
- e. Due to reasons of strike, etc. of any industry or union relating to construction business.
- f. By any person at the instance of the Party of the Second Part or any one else due to malafide lodging of any false complaint circumstances and situation arising to stop the construction.

For the said reasons if delay takes place in handing over the possession in the said scheme titled as “**SHREEJI SHARNAM**” then the Party of the First Part can make application to the concerned authority to extend the time limit of Completion, in such circumstances, the Party of the Second Part shall not be entitled to demand the prescribed amount of interest.

- 7.1. **Procedure of taking over possession:** The Party of the First Part gets the BU Certificate from the competent authority in respect of the scheme titled as “**SHREEJI SHARNAM**” and the Party of the Second Part makes entire payment to the Party of the First Part as stated in the agreement thereafter only, the Party of the First Part shall have to give a written notice to the Party of the Second Part has to get the sale deed executed and obtain the possession of the schedule property within a period of 15 days and accordingly upon executing Sale Deed by the Party of the First Part to the Party of the Second Part, the possession of the property shall have to be handed over. If the Party of the Second Part fails to provide and give any of his/her/their evidences, PAN Card, identify card, photographs, etc. to the Party of the First Part and the Party of the Second Part fails to provide the documents, any provisions, formalities, evidences then the Party of the Second Part gives assurance and trust to reimburse damages to the Party of First Part and the Party of the Second Part bounds to reimburse such damage. The Party of the Second Part has consented/agreed to pay amount of maintenance charge as well as other charges as may be decided by the Party of the First Part or Society.
- 7.2 The BUC has been received and the Flat is ready for use. Within 15 days time upon receipt of such a written notice to receive possession from the Party of the First Part, the Party of the Second Part shall have to obtain the possession of schedule property from the Party of the First Part.

In any circumstances the entire internal work of the property agreed to be sold has completed and the time is likely to pass in getting the BU Certificate and the Party of the Second Part for the reason of own safety/security or personal reasons such as for obtaining loan, getting CC, getting mortgage loan or for the purpose of capital gain tax, etc. or for any other reasons intends to take over possession then in such circumstances, the Party of the First Part upon receiving entire amount of sale consideration from the Party of the Second Part, the registered Sale Deed shall have to be executed in favour of the Party of the Second Part.

- 7.3 **Failure of the Party of the Second Part/Allottees to take over possession of the Flat:** Upon giving written intimation from the Party of the First Part as per Con. No.7.1, upon getting Sale Deed executed by the Party of the Second Part and giving other indemnity and undertakings, the Party of the Second Part shall have to take over possession of the property. For any reasons, as stated in Con. No.7.1, the Party of the Second Part fails to get the possession and does not accept the possession of the Flat then also the Party of the Second Part is and shall be entirely responsible to pay maintenance money for the Flat. Upon making payment of remaining sale consideration within 30 days from the receipt of notice by the Party of the Second Part if the Party of the Second Part fails to take over possession, in such circumstances, the Party of the First Part can cancel the present Agreement to Sale and can sell the subject property to any third person. Thereafter, upon receipt of its sale consideration, after deducting amount of damage incurred by the Party of the First Part from payments made by Party of the Second Part, the remaining amount shall have to be returned/refunded.
- 7.4 During the course of five years from the date of handing over possession of the property sold to the Party of the Second Part, in the **Flat** or “**SHREEJI SHARNAM**” by the Party of the First Part, any structural defect/deficiency or quality of workmanship and work or any defect relating to providing service is brought to the notice by the Party of the Second Part to the Party of First Part and if the said defect has not arisen due to Party of the Second Part then as far as possible the Party of the First Part shall have to rectify such defect at own cost and if it is not possible to remove such defect then the Party of the Second Part shall be entitled to seek compensation for such defect as per provisions of law and subject to conditions contained in this agreement. However, if the Party of the First Part cannot be held liable/responsible for such defect or the reason for the defect is beyond the control of the Party of the First Part or such defect is due to Party of the Second Part or any natural cause, then for any such structural defect/deficiency, workmanship, provision for service, quality or work quality defect or defect of any other nature and has arisen by Party of the Second Part or any person at his/her/their instance, then the Party of the First Part shall not be bound/entitled to pay any compensation to the Party of the Second Part nor there will be

any responsibility of the Party of the First Part to remove such defect at own cost. The services, amenities given by the Party of the First Part to the Party of the Second Part individually/jointly to the remaining members for common use and maintenance of all common facilities shall be made Party of the Second Part individually and jointly by all members together. In this regard by giving necessary annual maintenance contracts from year to year, the responsibility of its maintenance/repairing shall be done accordingly.

7.5 **Damage to Flat:**

- a. If in any portion of the **Flat**, chiseling, vibrating, drilling, core cutting or change of any nature is made by the Party of the Second Part or any type of demolition is made and because of such change or demolition either the **Flat** or its part collapses or structure of any part of the **Flat** becomes weak and because of which accident or casualty takes place then the Party of the First Part shall not be held responsible for the same and the Party of the First Part shall not be held liable to repair such defect or damage.
- b. Any type of natural calamities such as earthquake, heavy rain fall, fire, cyclone, etc. and humanly created mishaps like violence, disturbance, terrorism, due to breaking of fire, etc. reasons and because of Party of the Second Part, either the **Flat** or inside portion collapses or the structure of any part becomes weak and because of which any accident or casualty takes place or any type of damage is caused to the property of the Second Part then the Party of the First Part cannot be held responsible for the same and the Party of the First Part shall not be treated responsible to repair such defect or damage or to reimburse claim of any nature.
- c. That in the land stated in the schedule attached hereto, the residential scheme titled as “**SHREEJI SHARNAM**” has been organized and the map of the said scheme titled as “**SHREEJI SHARNAM**” has been got sanctioned from Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan only as per details mentioned in the same, the construction is to be made. The Party of the Second Part shall not have right and power of any nature to make any change in the elevation of all Flats of the said scheme or any of its walls. Further you the Party of the Second Part is not entitled to cause any demolition or make additional construction so that the damage may be caused to beams, columns, slabs, walls and common facilities of entire Flat.

7.6 Regarding breaking of fire: While carrying out welding work by the Party of the Second Part because not taking sufficient care or not taking proper safety measures and due to usage of overload electricity or in any manner also, in the clothing material or any portion of the Flat the event of breaking out fire takes place then the Party of the First Part cannot be held liable/responsible for such incidence and the Party of the First Part shall not be held responsible to repair/rectify such defect.

Thus the observance of all aforesaid rules shall have to be made by the Party of the Second Part and all members of the society and if violation of aforesaid rules is made then in such circumstances, as stated in the Real Estate (Regulation and Development) Act, 2016, there shall not be responsibility of the Party of the First Part to rectify defect of any nature.

8. After execution of Sale Deed, the use of the property agreed to be purchased by the Party of the Second Part or any of its part can be made only as residential unit only for residential purpose. The planning of the said scheme titled as “**SHREEJI SHARNAM**” has been made as per Development Permission No. 003BP20211508, dt. 18-06-2021 issued by Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan and as stated in the approved plans as well as the permission, the parking of own vehicle is to be made by unit purchasers in the said scheme in the parking space provided in the property sold to them without causing obstruction/hindrance to other members in parking. With such clear cut condition the present Agreement to Sale has been executed by the Party of the First Part in favour of Party of Second Part, in which the Party of Second Part has consented.
9. The Party of the Second Part by joining with other members of the said scheme titled as “**SHREEJI SHARNAM**” shall have to form one A.O.P. or Society and the registration of the said society is to be made in name as may be suggested by the Party of the First Part. For the purpose of taking necessary steps for formation of the proposed Society, required papers shall have to be prepared and after making signatures, seals in the application form and bye-laws, etc. the Party of the Second Part shall have to return the same within 7 days to the Party of the First Part and have to submit application for membership by passage of time. That is to say the Party of the Second Part shall have to become compulsory member of the society so that the Party of the First Part is able to undertake formalities for registration of the proposed society. In the draft bye-laws, letter of understanding and rules and regulations,

if any time change comes in the Registrar of Cooperative Societies or Registrar of Companies or any competent authority then the Party of the Second Part has not to raise any objection or create dispute.

- 9.1 After 15 days of date of issuance of written notice by the Party of the First Part to the Party of the Second Part that the Flat is ready for use and possession, the Party of the Second Part shall be responsible/liable to pay and bear expenses in reference to the scheme land and **“SHREEJI SHARNAM”** i.e. local taxes or common taxes which are made applicable by the local authority and government, local taxes such as betterment charge, water tax, insurance, common light bills, repairing expenses, office expenses, watchman and Scavenger workman and office clerk's salary and maintenance expenses of the scheme, etc. and all other expenses falling in proportion of his/her/their share. So long as the formation of the A.O.P. or Society is not made in the said scheme titled as **“SHREEJI SHARNAM”**, till then the Party of the Second Part shall pay amount of maintenance charges falling to his/her/their share to the Party of the First Part. Further the Party of the Second Part agrees that so long as the maintenance account of the Party of Second Part is not decided, he/she/they are willing to pay temporary maintenance contribution falling to his/her/their share to the Party of the First Part. On such maintenance amount paid by the Party of the Second Part to the Party of the First Part, no any interest is to be calculated. So long as the formation of A.O.P. or Society is not made, the said amount shall remain with the Party of the First Part.
10. Over and above amount payable by the Party of the Second Part stated in the said agreement, from the date of handing over possession of the boundary area of the said Flat or prior to the same, as may be decided by the Party of the First Part and portion of such expense which is not covered in any provisions of this agreement, the Party of the Second Part shall have to pay such proportionate portion of share.
11. In connection with the formation of proposed A.O.P/Society and entire expenses for preparation of its rules, regulations and bye-laws, writing documents for handing over and making its registration and whatever fee is required to be paid to the Advocate by the Party of the First Part, amount of all such expenses including advocate fee for documents shall be paid separately by the Party of the Second Part in proportion of share to the Party of the First Part.
12. When the aforesaid common facilities/amenities are to be transferred by the Party of the First Part in favour of proposed A.O.P/Society and requirement arises for making its registration then whatever amount is to be paid for registration charges, stamp duty and including advocate fee, such entire falling at the share of the Party of the Second Part shall have to be paid separately to the Party of the First Part.
13. **Representations and warranties of the Party of First Part:**
- As declared in the title report of the land of the scheme named as **“SHREEJI SHARNAM”** it is having clean, clear and marketable. The Party of the First Part holds the right to sell the said land, necessary rights for making development over the scheme land and the Party of the First Part holds physical and lawful possession of the land for the implementation of the project.
 - The Party of the First Part holds lawful rights and necessary permissions obtained from Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan and the Party of the First Part shall obtain requisite approvals/permissions which are necessary from time to time from concerned Government or Semi Government institutions for implementation of the scheme/project.
 - Except the scheme land declared in the title report as on today, no rights, title, interest, concern, power of any nature of any body else are existing.
 - Except the scheme land declared in the title report or scheme no any suit/litigation is going on in any court nor is pending.
 - All approvals, licenses, permits issued by the Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan with respect to aforesaid land and above property, its wings in the scheme titled as **“SHREEJI SHARNAM”** are valid and subsisting and have been obtained by following due process of law. Further all permissions, licenses and permits which will be obtained hereafter in respect of the aforesaid property shall be obtained by following due process of law the Party of the First Part has observed all laws in respect of the said scheme land and the said project titled as **“SHREEJI SHARNAM”** and common areas and shall always do so.

- f. The Party of the First Part is having full right and power to execute this Agreement and the Party of the First Part has not committed breach of any law nor done any such act or work by which damage or harm may cause to the rights, powers, interest of the Party of the Second Part.
 - g. The Party of the First has not made any Sale Agreement or Development Agreement with any person or party with respect to said scheme land and scheme titled as **“SHREEJI SHARNAM”** by which the rights of the Party of the Second Part may suffer in any manner under the present agreement.
 - h. The Party of the First Part states with assurance that there is no restriction of any nature in executing this Agreement in favour of Party of the Second Part in respect of selling the aforesaid property.
 - i. Upon completion of the said scheme titled as **“SHREEJI SHARNAM”**, at the time of formation of A.O.P/Society, as stated earlier the Party of the First Part shall hand over lawful, vacant, quiet and physical possession of the common facilities, area to the Association of the Party of the Second Part.
 - j. The Party of the First Part has paid all undisputed government dues, rates, charges, taxes, including other dues levies, premium, etc. amount, damage or penalty and other outer payments, which are to be paid for the said scheme have been paid to Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan.
 - k. Except as declared in the title report of the land of the scheme named as **“SHREEJI SHARNAM”** or the scheme and its acquisition and project, the Party of the First Part has not received any notice from the Government or Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan under government ordinance, order, notification under any law/Act nor has been served to the Party of First Part.
14. **The Party of the Second Part makes agreement with the Party of First Part as under:**
- a. Since the time of handing over possession property to the Party of the Second Part, from said date the Party of the Second Part shall keep maintain the property and scheme in a very good condition and making timely repairing and the property is situated in the project named as **“SHREEJI SHARNAM”**, its use shall not be made contrary to the rules, regulations or bye-laws of the scheme named as **“SHREEJI SHARNAM”**. Further any breakage/demolition, addition, alteration shall not be made which are against law and not make act against law no any addition-alteration shall be made without the permission of the Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan or Society and the Party of the Second Part has given assurance to observe all matters mentioned in the Condition No.7.
 - b. In the property so decided to be purchased by the Party of the Second Part shall not keep any material which is considered as dangerous, igniting or hazardous or heavy in weight because of which any damage may be caused to the construction or structure of the said scheme of property titled as **“SHREEJI SHARNAM”**. Moreover, no any such material can be stored which for which there is objection/restriction for keeping the same by the concerned local body or Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan and in bringing and carrying heavy things in the Flat through common passage, or structure where the property is situated and Flat, there is a possibility of causing damage to the structure including doors. In spite of the same, any such steps are undertaken by the Party of the Second Part and because of which the damage would be caused to the property then the Party of the Second Part only shall be liable and responsible to reimburse and bear such damage. Further in entire common passage and common parking located in the said scheme titled as **“SHREEJI SHARNAM”** any member has not to keep/store any material and the entire passage is to be kept vacant for coming-going.
 - c. The entire internal repairing of the property purchased by the Party of the Second Part shall be made at his/her/their own cost, the condition in which the property has been given by the Party of the First Part, it shall be kept in the same condition and the Party of the Second Part has not to commit any such act in the property decided to be sold in the said scheme titled as **“SHREEJI SHARNAM”** which is against the rules and regulations, bye-laws of the concerned local body or Vadodara Municipal Corporation/Vadodara Mahanagar Seva Sadan or the society. If any act is performed by the Party of the Second Part so as to commit breach of aforesaid provisions then the Party of the Second Part only shall be liable/responsible to face its results and in such circumstances, all rights of the Party of the Second Part lodging any claim under default liabilities against the Party of the First Part shall completely vanish.

- d. The Party of the Second Part has not to cause breakage/demolition of any nature in the property or any of its part or in common facilities nor to make change-alteration of any nature in common facilities of the said scheme titled as **“SHREEJI SHARNAM”** nor to make change-alteration of any nature in the elevation and external colour scheme of the said scheme titled as **“SHREEJI SHARNAM”**. Further, parts connected with the property and scheme named as **“SHREEJI SHARNAM”**, and drainage line, water line, electric line and all necessary pipes are to be kept in good condition and no any change is to be made in the same so that the common facilities provided in the said scheme named as **“SHREEJI SHARNAM”** and properties situated in the same can get due protection. Without getting written prior sanction of the Party of the First Part or Society, no any demolition, breakage, core cutting or other carving work or beams, columns, walls, slabs or any other R.C.C. work or other structure is to be done by the Party of the Second Part in the **Flat** buildings and flats situated in the said scheme named as **“SHREEJI SHARNAM”**. Further the breaker is not to be plied nor any act which may cause/make damage of any nature to the common facilities and scheme situated in the said project named as **“SHREEJI SHARNAM”** and if made then entire responsibility for the damage suffered including expenses shall be of the Party of the Second Part only.
- e. The Party of the Second Part has not to do any such work nor to give any permission because of which any insurance of the land under the said scheme titled as **“SHREEJI SHARNAM”** or Flats situated therein and properties or any of its parts would cancel or liable to be cancelled and as a result becomes liable to pay more premium in reference to the insurance, no any such act is to be made/performed by the Party of the Second Part and if any such act is committed by the Party of the Second Part then the Party of the Second Part shall be held responsible including complete expenses.
- f. From the property agreed to be purchased by the Party of the Second Part, open space of the scheme or compound or in common facilities of the scheme, not throw any dirt, rubbish, cloth waste, scrap or useless things nor allow to throw so that other members in the said scheme named as **“SHREEJI SHARNAM”** would suffer hardship/inconvenience in the passage and parking and not to store material of any nature in the passage and parking.
- g. Upon making demand by the Party of the First Part, the Party of the Second Part shall have to pay own share within 15 (fifteen) days towards security deposit charge for electric, drainage, water and other service connections provided in the said scheme **“SHREEJI SHARNAM”** as per demand made by the concerned local body or Government.
- h. The purpose for which property is agreed to be sold to the Party of the Second Part by the Party of the First Part, due to change taking place in the purposes, due to increase made in dues and amount in local taxes, water expenses, insurance, etc. applied by the local body or Hon’ble Government, is and shall have to be paid/borne by the Party of the Second Part.
- i. So long as the Party of the Second Part under this Agreement does not pay full amount payable to the Party of the First Part and Society and does not get the sale deed executed, till then the Party of the Second Part Purchaser shall not/cannot give any part of the property on rent, sub-let or cannot entrust own benefit and interest to any third party person.
- j. At the time of formation of the Society or Association or apex body, for the purpose of safety and maintenance of the said scheme titled as **“SHREEJI SHARNAM”** and properties situated therein as well as in relation to scheme and other matters, the rules, regulations and bye-laws which are applicable at present and whatever change/alterations are made in any rules from time to time, all these shall have to be observed by the Party of the Second Part and whatever conditions, restrictions, laws have been made applicable by the Government and local body on the society, its observance shall have to be made by the Party of the Second Part and whatever tax, cess, charges, duties and expenses are required to be paid, the same shall have to be paid by the Party of the Second Part.
- k. The Party of the First Part and its surveyors and agents, workmen along with others and without them shall be permitted and allowed at any time to enter on the project land or any of its part or in property or any of its part purchased by the Party of the Second Part to inspect and see the condition of the property purchased by the Party of the Second Part.
- l. The Party of the First Part and its surveyors and agents, workmen along with others and without them shall be permitted and allowed at any time to enter on the project land or any of its part or in the Flat of the Party of the Second Part and the property or any of its part purchased by the Party of the Second Part to inspect and see the condition of the property purchased by the Party of the Second Part.

15. The amount of maintenance deposit or advance given by the Party of the Second Part to the Party of the First Part as well as the amount received towards share capital for formation of the Cooperative Society and amount towards expenses of society and amount received towards other legal expenses shall be kept in a separate account by the Party of the First Part and the purpose for which the amount has been received, its use shall have to be made for said purpose only.
16. Any matter included in this agreement in any view in reference to the said property or any part of scheme titled as “**SHREEJI SHARNAM**” is not intended to be entrusted by donation, will or lease tenure and its interpretation is to be made to the said effect. Except the Agreement to Sale executed with the Party of the Second Part in respect of schedule property, in any part of the said scheme titled as “**SHREEJI SHARNAM**” the Party of the Second Part shall not have any right, claim nor shall hold so. Further, as stated earlier so long as all vacant spaces and parking spaces, recreation spaces are not handed over to the society, till then they shall remain in ownership, enjoyment and possession of the Party of the First Part and on the basis of present Agreement, no right of any nature of causing writing of any nature in favour of any one for selling, leasing out any part of the said scheme titled as “**SHREEJI SHARNAM**” arises for the Party of the Second Part nor any right for creation of any charge/encumbrance is arising.
17. **The Party of the First Part shall not mortgage or create charge:** After making registration of this Agreement by the Party of the First Part, they will not mortgage the said schedule property, i.e. the property agreed to be sold to the Party of the Second Part, in mortgage nor shall create any charge or encumbrance over the same and if any such charge or Shangirol is created by the Party of the First Part then whatever may be any provision in law despite the same, such charge or Shangirol created by the Party of the First Part shall not affect the right and interest of the purchaser i.e. Party of the Second Part purchasing the schedule property.
18. **Binding effect:** When the Party of the First Part sends this Agreement to the Party of the Second Part, it does not mean and treated that the implementation of the said agreement has commenced and it is not binding to both parties. So long as the flowing formalities are not completed till then this Agreement shall not be treated valid. Firstly, the Party of the Second Part has to subscribe signature on this Agreement and as per payment condition, along with full amount payable shall have to be sent within 7 days from receipt of this agreement by the Party of the Second Part to the Party of the First Part and payment shall have to be given as per payment condition. Upon receipt of agreement, the Party of the First Part shall have to inform the Party of the Second Part for making registration of the agreement and as per date and time given by the Party of the First Part, the Party of the Second Part has to remain present in the office of the Sub Registrar and make registration from the Party of the First Part. After registration of the agreement, this agreement shall be binding to both parties. Within 7 days from sending this Agreement by the Party of the First Part, if the Party of the Second Part does not subscribe signature on the agreement and returns to the Party of the First Part or upon intimating by the Party of the First Part, the Party of the Second Part does not remain present for registration of this agreement then to rectify the said mistake, the Party of the First Part shall send notice to the Party of Second Part and if the Party of the Second Part does not rectify the mistake within 15 (fifteen) days from receipt of notice then the application/booking/allotment letter of the Party of the Second Part to purchase the schedule property shall be treated as cancelled and the entire amount including booking amount deposited by the Party of the Second Part shall have to be returned by the Party of the First Part without any type of interest or compensation, by deducting cost of damages and the agreement sent by the Party of the First Part shall be treated as cancelled. On the basis of this agreement, the Party of the Second Part shall not carry out any formalities, charges, sell, etc. and if made then the Party of the Second Part shall be held solely responsible for the same and such formalities undertaken by the Party of the Second Part shall be treated as cancelled. Thus, upon registration of this agreement it shall be binding on both parties.
19. **Entire Agreement:** This agreement and its schedules along with enclosures becomes entire agreement between both parties in respect of subject matter mentioned herein and except the said agreement between both parties in respect of property contained in the said scheme titled as “**SHREEJI SHARNAM**” all understandings, agreements, allotment letter, correspondence written or oral arrangements made are implemented as cancelled.

20. **Right of amendment:** Amendment can be made in this agreement with the written consent of both parties only.
21. The provisions of this agreement shall be applicable to both parties and purchasers joining hereinafter of the Party of the Second Part and others. Thus, all conditions and provisions of this agreement shall be also applicable to the hereinafter purchasers of the Second Part. The executors of the agreement clearly understands and agrees that all conditions included in this agreement and all responsibilities/duties/purposes interest of property likely to arise in reference to this scheme shall be applicable parallel to the hereinafter Second Part and allottees joining with the Party of the Second Part also because the said responsibility is entirely connected with the property agreed to be sold to the Party of the Second Part.
22. **Severability:** Any provisions of this Agreement, rules, regulations framed under the aforesaid Act are treated as cancelable or unenforceable under other applicable laws under other applicable laws then to the extent that such provisions which are inconsistent with the purpose of agreement or law or rules and regulations framed under the said Act made there under or should be necessarily consistent with the applicable laws shall be treated or amended in that proportion and the remaining provisions of this agreement which were applicable at the time of implementation, shall be considered valid and enforceable.
23. **The method of calculation of proportionate share wherever referred to in this agreement:** As stated in this agreement, in any common expenses of the said scheme/society by the Party of the Second Part, as per measurement of carpet area of the property agreed to be purchased by the Party of the Second Part, the proportionate expenses as per share shall have to be given by the Party of the Second Part.
24. **Further assurances:** Both parties agrees that over and above as mentioned here, such accounts (instruments) and proceedings, for putting the provisions of this agreement in to force or to make transactions decided herein or to confirm the rights created or transferred or for making it absolute/complete or by following any transaction if necessary, any deed which may be executed in favour of opposite party, accept it and shall follow.
25. **Place for implementation:** The implementation of this agreement shall be treated to have taken place in the office of the Party of the First Part or at any other place in Vadodara, by its authorized signatory which may be decided by mutual consent between both parties after it is executed between both parties when its registration is made in the Office of the Sub Registrar, work relating to the said agreement shall treated to be over and this agreement shall be treated to have been executed at Vadodara.
26. The Party of the Second Part has to submit this Agreement in the prescribed time limit of law in the office of Sub Registrar Office and the Party of the First Part has to remain present in such office and admit for execution of the Agreement.
27. As stated in this Agreement, the notice or correspondence to be served by both parties to one another shall have to be sent at the following addresses and the notice and correspondence served at the following addresses by Reg. P.A.D only shall be treated valid.

Name and address of Party of First Part:

Sharnam Reality, Address of partnership firm: A-10, Bansidhar Society, T. P. 13, Chhani, Vadodara.

Name and address of Party of Second Part:

(1) _____, (2) _____, both residing at _____.

After execution of this agreement, it will be the duty of both parties to inform one another by Registered Post AD letter if any change in the above mentioned address has taken place and if any party makes default in the same, then notices or correspondence sent to the aforesaid address shall be treated to have been served to the defaulting party.

28. **Joint Parties of Second Part/Allottees:**
The Party of the Second Part. i.e. the number of persons intending to purchase the property is more than one then in such circumstances, all notices or correspondence sent to them by the Party of the First Part shall have to be sent to the person whose name is first and shall be treated to have been served properly to all of the Party of Second Part.
29. **Stamp Duty and Registration:** The stamp duty of this agreement and entire expenses for registration shall have to be borne by the Party of the Second Part.
30. **Dispute resolution:** Any dispute between both parties shall be resolved with amicable consent. In the case of failure to bring amicable solution of the dispute, the same shall have

to be sent as per provisions and rules and regulations framed under The Real Estate (Regulation and Control) Act, 2016, to the Concern Authority.

31. **Applicable/Governing Law:** The implementation and interpretation of rights and responsibilities arising under this Agreement, any laws as are in force in entire India or rights arising from the same shall have to be implemented and Court at Vadodara shall have jurisdiction for this Agreement.

Schedule
Description of property agreed to be sold

The Non-Agricultural land admeasuring 0-24-28 Hec.-Are-Sq.Mtr. i.e. 2428 Sq.Mts. of Block/Survey No. 421/2 paiki 1 situated in the limits of Mouje Village **Sama**, in the Registration District Vadodara and Sub District Vadodara. Upon inclusion of the said land in T.P. Scheme No. 2 (Sama-Dumad-Vemali), the Final Plot No. 160 has been allotted. As per said Final Plot No. 160, the measurement of the said land is 1457 Sq. Mts., as per plans sanctioned in the said land, the residential scheme titled as “**SHREEJI SHARNAM**” has been organized by the Party of the First Part. In the said scheme titled as “**SHREEJI SHARNAM**” the property of **Flat No. _____ on _____ Floor**, having its **carpet area** admeasuring _____ **Sq.Mts.**, wherein **Balcony area** admeasuring _____ **sq.mt** and **Wash area** admeasuring _____ **sq.mt.** and Terrace admeasuring _____ **sq.mt.** and common road and common plot area admeasuring _____ **sq.mt.** The said property of **Flat No. _____** has been decided to be sold by the Party of the First Part to the Party of the Second Part vide present Agreement to Sale. Its boundaries are as under:

On East :
On West :
On North :
On South :

This Agreement to Sale has been executed by the Writers herein upon willingness, in soundness, after reading, understanding, thinking, became aware of the facts, in clear mind, without any sort of pressure, force or threat and decided to sell which is and shall be acceptable, binding and agreeable to all of us, our heirs, successors, etc. and in proof of the same it is signed in presence of the witnesses.

Sharnam Reality, A Partnership firm
By its Managing Partners:

(1) Ashokbhai Ishwarbhai Patel

(2) Dineshbhai Jayantibhai Patel
Executors of Agreement,
Landowner/Party of First Part.

In witness.

1_____

2_____