

FILE NO.4726

DATE: 28.7.17

DRAFT WITHOUT PREJUDICE

**AGREEMENT FOR SALE**

THIS ARTICLES OF AGREEMENT MADE AT AHMEDABAD, on this\_\_\_\_day  
of, \_\_\_\_Two Thousand Seventeen

BETWEEN

Advance Organisers Pvt. Ltd., a Company registered under the Companies Act through its Director Shri Jayeshkumar Kantilal Patel, having its office at 301/1, Parshwa Tower, S.G.Highway Road, Bodakdev, Ahmedabad, PAN AAHCA5128K herein after referred to as “The Vendor” or “First Party”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its present and future Directors, legal representatives, executors, administrators and successors) of the One part

AND

Shri \_\_\_\_\_, Age: \_\_\_\_\_ Years, Occupation \_\_\_\_\_ PAN \_\_\_\_\_ residing at/having its Office/Address at \_\_\_\_\_, hereinafter called **“THE PROSPECTIVE ACQUIRER”**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include (in case of individual) his/her/their heirs, legal representatives, executors, successors and assigns; (in case of partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of HUF) its members as at present and from time to time and their respective heirs, executors and successors and its (HUF’s) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Company) its present and future Directors, legal representatives, executors, administrators and successors); of the **Second Part**,

AND

Bhoomi Developers, a Partnership Firm through its Partner Shri Vijay Kanubhai Meshia having office address at Vatican City, Nr. Ozone City, Old Khira Industries Compound, I.T.I.Road, Nr. Galaxy Under Bridge, Naroda, Ahmedabad PAN AANFB8842N hereinafter called “The DEVELOPER” or “Third Party” (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its present and future partners, successors and assigns) of the Third Part.

WHEREAS the First Party is the owner and occupier of the land of Sub Plot No.3 admeasuring 11799.10 sq. mts. of Final Plot No.7 [paiki] [Old Survey No.282/1+2+288+289+299/1+2] of Town Planning Scheme No.97 of Naroda [North] situate, lying and being at Mouje Naroda, Taluka: Asarva in the Registration District of Ahmedabad and Sub District Ahmedabad-6 [Naroda]. The land admeasuring 11799.10 sq. mts. of Sub Plot No.3 of Final Plot No.7 [paiki] in Town Planning Scheme No.97 is hereinafter referred to as “the said land”.

Non Agricultural Usage Permission for residential purpose to the land admeasuring 22169 sq. mts. and Non Agricultural Usage Permission for commercial purpose to the land admeasuring 2415 sq. mts. of Survey No.282/1+2+288+299/1+2 was granted by District Collector, Ahmedabad under his order No.CB/Land-1/NA/SR-1265/2010 dtd.29.1.2011.

Thereafter the First Party has entered in to Development Agreement with the Third Party for construction of Bungalows on the said land. The said Development Agreement is registered in the office of Sub Registrar of Ahmedabad-6 [Naroda] under serial No.10740 dtd.31.7.2014.

Thereafter Ahmedabad Municipal Corporation granted construction permission on the said land by different Commencement Letters [Rajachiththis] as per following details:

- 1] Rajachitthi No.01268/070414/A1672/RO/M1 dated 15.5.14 for Block-A [Bungalow No.01 to 06].
- 2] Rajachitthi No.01269/070414/A1673/RO/M1 dated 15.5.14 for Block-B [Bungalow No.07 to 16].
- 3] Rajachitthi No.01270/070414/A1674/RO/M1 dated 15.5.14 for Block-C [Bungalow No.17 to 22].
- 4] Rajachitthi No.01271/070414/A1675/RO/M1 dated 15.5.14 for Block-D [Bungalow No.23 to 26].
- 5] Rajachitthi No.01272/070414/A1676/RO/M1 dated 15.5.14 for Block-E [Bungalow No.27 to 42].
- 6] Rajachitthi No.01273/070414/A1677/RO/M1 dated 15.5.14 for Block-F [Society Office].

**The Vendor has started construction of the scheme as approved by the Competent Authority.**

AND WHEREAS the First Party and Third Party have decided to put up a scheme of residential units on the said land in the name and style of **"VATICAN CITY"**. **The Vendor will register this project under the provisions of the Real Estate [Regulation and Development] Act, 2016 with the Real Estate Regulatory Authority, Gujarat State [Ahmedabad].**

AND WHEREAS drafts of the layout plans, specifications and designs of the proposed Scheme **"VATICAN CITY"** have been got prepared from Designer Dilip Soni having his office in Ahmedabad and it is sanction by authorities.

**COVENANTS AND DECLARATION BY VENDOR/DEVELOPER i.e. First Party:**

- (1) The First Party herein states that the entire Project/Scheme will be completed on dated ..... except for the reasons beyond natural calamity like **fire, earth-quake, flood, riots, war, etc. or unavailability of material.**
- (2) On Completion of the project the Vendor shall obtain Completion Certificate from the Competent Authority and after obtaining the same the Vendor and the Purchaser shall execute Registered Conveyance Deed of the said Property/Unit wherein the Undivided Common areas shall be transferred to the Service Society, if it is already formed.

**(3) The First Party shall pay all outgoing expenses (including Land Cost, Ground Rent, Municipal and other Local Taxes, maintenance charges, Water and Electricity Charges, Interest on mortgages loan and all other Liabilities which are related to the project) until it transfers Physical Possession of the unit alongwith undivided right of common infrastructure to the Prospective Acquirer.**

**(4) The First Party herein shall be responsible for providing and maintaining all essential services till the taking over of the maintenance scheme by the Service Society or maintenance entity.**

**(5) The First Party has fixed the charges at Rs...../- as maintenance charges on Built Up area which is worked out proportionately for the said unit and the purchaser herein has no objection to pay the same as they are found reasonable charges according to prevailing market rates.**

**(6) The First Party has obtained the Title Certificate and Title Report from the Mr. ....(Advocate) M/s. .... Advocates, Ahmedabad on dated ..... and the same is verified by the purchaser's Advocate and after complete satisfaction the Prospective Acquirer is agree to purchase the said unit. the same is annexed herewith as Annexure- A for the knowledge of the Prospective Acquirer.**

**(7) The First Party has prepared the Schedule of stage wise completion of the entire project in consultation with its Architects/ Engineers and the same is annexed herewith as Annexure-B for the knowledge of the Purchaser. The Vendor is Committed to complete the stage wise work of construction and development of the said scheme however it shall not be held liable for breach of this condition for any Force majeure/ Act of God or reasons beyond its Control**

**(8) The First Party shall enable the formation of an Association or Society to be registered under the Society's Act or any maintenance entity and every Prospective Acquirer shall become member of that Society/Associatio/Maintenance Entity. This will be done within period of 3**

(Three) months of the majority of the Prospective Acquirers having booked their unit in the said scheme.

- (9) The proposed project shall be developed and completed by the Vendor in accordance with the sanctioned Plans, Layout Plans and Specifications as approved by the Competent Authority, annexed as A N N E X U R E - C h e r e t o :

- (10) If any major or Structural changes in the said Building/ Scheme is required then as per guidance of Architect/ Structure engineer the same can be carried out by Vendor and the Prospective Acquirer unconditionally agrees to the same.

- (11) The First Party shall obtain all insurance of Building and construction as part of Real Estate Project and be liable to pay the Premium and Charges till the same is transferred to the Association/Service Society and Prospective Acquirers.

The First Party shall given possession of the Unit to the Prospective Acquirer on or before day of .....20....If the First Party fails or neglects to give possession of the flat to the Prospective Acquirer on account of reasons beyond its control and of its agents by the aforesaid date, then :

- (i) The First Party agrees to pay to the Prospective Acquirer, who does not intend to withdraw from the project, interest at the rate of 9% per annum on all the amounts paid by the Prospective Acquirer, for every month of delay, till the handing over the possession or
- (ii) The First Party agrees to refund to the Prospective Acquirer, who intends to withdraw from the project, (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to First Party) within a period of 30 days from the termination, the amounts already received by First Party in respect of the Unit with simple interest at the rate of 9% per annum, from the date of the First Party received the sum till the date the amounts and interest thereon is repaid.

AND WHEREAS on the basis of above declaration made by the Vendor/Developer the Prospective Acquirer has/have desired to acquire for him/her/it/them Unit No.\_\_\_\_, admeasuring construction about \_\_\_\_\_Sq. Mts. [inclusive of Ground Floor and First Floor] [[Carpet Area as per definition of RERA] ] constructed on the land of Plot admeasuring \_\_\_\_\_ Sq. Mts. [inclusive of internal roads, common area, common amenities and facilities of the said scheme] in the scheme known as "**VATICAN CITY**" existing on land of Sub Plot No.3 admeasuring 11799.10 sq. mts. of Final Plot No.7 [paiki] [Old Survey No.282/1+2+288+289+299/1+2] of Town Planning Scheme No.97 of Naroda [North] situate, lying and being at Mouje Naroda, Taluka: Asarva in the Registration District of Ahmedabad and Sub District Ahmedabad-6 [Naroda].This Unit is more particularly described in the SCHEDULE hereunder written (Hereinafter referred to as "**THE SAID UNIT**").

1. The Prospective Acquirer hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Prospective Acquirer balcony 1 having area admeasuring \_\_\_\_\_ sq.metres forming part of the Unit and consideration of the same is included in total consideration.
2. The Prospective Acquirer hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Prospective Acquirer balcony 2 having area admeasuring \_\_\_\_\_ sq.metres forming part of the Unit and consideration of the same is included in total consideration.
3. The Prospective Acquirer hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Prospective Acquirer wash area balcony having area admeasuring \_\_\_\_\_ sq.meters forming part of the Unit and consideration of the same is included in total consideration.
4. The Vendor will sale the said Unit as well as the undivided usage right of common amenities and common areas and in future if it is required by law then the Prospective Acquirer alongwith other unit holders has to transfer his/her/their undivided common rights and common areas to the Service Society [which is yet to be formed] at his/her/their own cost and for that the Vendor will have no liability.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

5. The Prospective Acquirer has/have perused and explained to himself/herself/itself/themselves the agreements, documents, papers and writings relating to the Said Lands. He/She/It/They has/have also made himself/herself/itself/themselves aware about the documents to be executed and the permissions to be obtained, the work thereof in progress. The Prospective Acquirer has/have also been given the plans and specifications of the Unit, the plans and specifications for construction of infrastructures and other particulars of the Unit Scheme.
6. The "**VATICAN CITY**" Scheme will have the facilities which the Prospective Acquirer has/have seen and approved. The Prospective Acquirer has/have also agreed with Third Party that Third Party may make such changes, additions, omissions, modifications or alterations in the Common Amenities and Facilities as may be required to be done by the Government or any other concerned authorities or

as the circumstances may require or which Third Party may consider desirable and this shall operate as an irrevocable consent of the Prospective Acquirer for making such changes, additions, omissions, modifications or alterations. **However, any major changes/deviations in the scheme shall be carried out with majority members' consent. In any case the members shall be kept informed/updated about the changes in the scheme.**

7. First Party has agreed to make available the Said Unit to the Prospective Acquirer with clear and marketable title. The title will be verified by M/s.H.M.Rawal & Co., Advocates, Ahmedabad as per available revenue and registration record. The Prospective Acquirer has also verified the titles of the said Unit and Scheme through his/her/their Legal Advisors and after satisfying himself/herself/themselves have decided to purchase the said Unit. In future the Prospective Acquirer is not entitled to raise any objection or query regarding the titles of the said Unit or scheme. The work of construction of Unit is in progress.
4. The Third Party have explained the calculation of Super Plot Area and Plot Area and Super Built Up Construction Area and Construction Area to the Prospective Acquirer. Moreover some deviation in sanctioned plan and on site is also explained to the Prospective Acquirer and the said calculation and variation on site is also verified by the Purchaser through his/her/their engineer and after full satisfaction the Prospective Acquirer has decided to purchase the said property. The said deviation is as per demand of Unit Holders and for the benefits and interest of all Unit Holders which will beautify the scheme and for the said deviation the Third Party is in no way benefited. Therefore, in future the Prospective Acquirer and his/her/their family members are not entitled to raise dispute or objection and if any such dispute is raised the same will be null and void and under such circumstances whatever expenses will be incurred by Third Party will be recovered from Second Party.
8. Third Party has agreed to reserve for conferment the Said Unit to the Prospective Acquirer, strictly in accordance with and subject to the other terms and conditions herein, at or for the total amount of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only) and Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only) is paid by the Prospective Acquirer as Booking Amount. (hereinafter referred to as "THE SAID AMOUNT"). The Prospective Acquirer has paid Booking Amount as per following details:

Rs.\_\_\_\_\_/ - [Rupees \_\_\_\_\_ only] by cheque  
No.\_\_\_\_\_ dated \_\_\_\_\_ drawn on  
\_\_\_\_\_ Bank, \_\_\_\_\_ Branch.

=====

Rs.\_\_\_\_\_/ -

(Rupees \_\_\_\_\_ Only)

=====

(hereinafter referred to as "THE SAID AMOUNT").

The details of the Unit booked is given hereunder:

1. . The details of the Unit booked is given hereunder:

Unit No.\_\_\_\_, admeasuring construction about \_\_\_\_\_Sq. Mts. [inclusive of Ground Floor and First Floor] **[[Carpet Area as per definition of RERA] ]** constructed on the land of Plot admeasuring \_\_\_\_\_ Sq. Mts. [inclusive of internal roads, common area, common amenities and facilities of the said scheme] in the scheme known as **"VATICAN CITY"**

**(II) Parking space..... @..... [with free of cost/if charged extra]**

#### **REGULAR PAYMENT PLAN:**

The total sale consideration of the said Unit agreed upon between the parties is Rs.\_\_\_\_\_ [Rs.\_\_\_\_\_] exclusive of Stamp Duty, Registration Charges, Legal Fees, A.M.C., Torrent Power charges, Fire Fighting Equipments, etc.

The total sale consideration of the said Unit excludes GST and Cess or any other similar taxes in connection with the construction of the project up to the date of handing over the possession of the said Unit and Prospective Acquirer has to pay such taxes as additional charges.

The Vendor/Developer declares that the total consideration is escalation-free, save and except increase which the Prospective Acquirer hereby agrees to pay, 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 from time to time. Land Vendor/Developer undertakes and agrees that while raising a demand on the Prospective Acquirer for increase in development charges, cost/charges imposed by the competent authorities, Land Vendor and Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Prospective Acquirer, which shall only be applicable on subsequent payments.

After deducting the booking amount the purchaser shall pay the balance amount as per the Regular Payment Plan which is annexed herewith Annexure –E

OR

Balance amount to be paid within \_\_\_\_\_ months in \_\_\_\_\_ equal installments. Last Installment to be paid at the time of possession/completion/sale deed.

OR

In case the Prospective Acquirer is availing financial assistance from bank or financial institution he/she has/have to pay the above installments as per above schedule other than loan amount.

OR

Maintenance charges will be paid by the Prospective Acquirer directly to the Service Society and if the Service Society is not formed at the time of conveyance of the said Unit then the said Maintenance Charges will be paid to the First Party which will be transferred in account of Service Society on its registration.

7. **Over and above the aforesaid amounts, the Prospective Acquirer shall have to bear and pay GST and also pay all other applicable taxes or**

reimburse to First Party until the Service Society/Association/Maintenance Entity of Members is formed, the proportionate share of outgoings pertaining to the Taxes and levies by Corporation, Panchayat and any other local body and all other expenses necessary and incidental to the management and maintenance of the said scheme at the applicable rates, taxes imposed/decided by the Vendor/Developer/Service Society/Association of Members/Local/Government Authorities.

8. It is hereby expressly agreed that time for payment of each of the aforesaid installment shall be the ESSENCE OF THIS AGREEMENT. In the event of the Prospective Acquirer making any default on the occurrence of the following events:
  - [a] In case the Prospective Acquirer fails to make payments of installments after consecutive demands made by Vendor/Developer as per the payment plan annexed hereto, despite having been issued notice in that regard the Prospective Acquirer shall be liable to pay interest to Vendor/Developer on the unpaid amount at the rate specified in the Rules of the Real Estate [Regulation and Development] Act, 2016.
  - [b] In case of Default by the Prospective Acquirer under the condition listed above continues for a period beyond 2 consecutive months after notice from Vendor in this regard, the Vendor shall cancel the allotment of the Unit in favour of the Prospective Acquirer and refund the amount money paid to him/it/them/her by the Prospective Acquirer by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Prospective Acquirer will have no right, title, interest on the said Unit after cancellation of this Agreement.
9. [a] Vendor, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit to the Prospective Acquirer within 3 [three months] from the date of issue of such Certificate. Vendor agrees and undertakes to indemnify the Prospective Acquirer in case of failure of fulfillment of any of the provisions, formalities, documentation on part of Vendor/Developer. The Prospective Acquirer shall take the possession within 45 days of receiving such notice/intimation from the First Party by making final payment and execute necessary documents for registration.
  - [b] Failure of the Prospective Acquirer to take possession of the Unit:
 

Upon receiving a intimation from Vendor the Prospective Acquirer shall take possession of the Unit from Vendor by executing necessary indemnities, and Vendor shall give possession of the Unit to the Prospective Acquirer. In case the Prospective Acquirer fails to take possession within the time provided hereinabove, such Prospective Acquirer shall continue to be liable to pay maintenance charges as applicable.
  - [c] Except for occurrence of a Force Majeure event, if Vendor fails to complete or is unable to give possession of the Unit [i] In accordance with the terms of this Agreement, duly completed by the date specified herein; or [ii] due to discontinuance of its business as

**Developer on account of suspension or revocation of the registration under the Act; or for any other reason; Vendor shall be liable, on demand to the Prospective Acquirer, in case the Prospective Acquirer wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the Unit, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Prospective Acquirer does not intend to withdraw from the Project, Vendor shall pay the Prospective Acquirer interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit.**

**[d] [i] Stop making further payments to Vendor as demanded by it. If the Prospective Acquirer stops making payments, Vendor shall correct the situation by completing the construction milestones and only thereafter the Prospective Acquirer be required to make the next payment without any penal interest; or**

**[ii] The Prospective Acquirer shall have the option of terminating the Agreement in which case Vendor shall be liable to refund the entire money paid by the Prospective Acquirer under any head whatsoever towards the purchase of the Unit, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice.**

**Provided that where the Prospective Acquirer does not intend to withdraw from the project or terminate the Agreement, he/she/they shall be paid, by Vendor, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Unit.**

In addition to the above mentioned consideration Torrent Power charges, A.M.C. charges, Legal Charges and Administration charges for construction period are to be paid by the Second Party to the Third Party and maintenance Deposit at the time of possession is to be paid by the Second Party to the Service Society i.e. Vatican City Members Welfare Association registered by Deputy Charity Commissioner, Ahmedabad Region, Ahmedabad under Public Trust Act, 1950 under serial No.F/18338/Ahmedabad on dated 13.8.2015 which is formed for maintenance of the said scheme and hereinafter referred to as "Service Society". The same is also registered by Asstt. Registrar of Co.Op. Societies, Ahmedabad under serial No.GUJ/18825/Ah'bad on dated 13.8.15.

9. Over and above the aforesaid amounts, the Prospective Acquirer shall have to bear and pay or reimburse to Third Party (a) applicable Service Tax payable as per the provisions of Service Tax Act and applicable VAT [b] any levies from the State or Central charges, development taxes or payment of similar or any other nature applicable on and from the date of the agreement, (c) amounts payable towards the stamp duty, registration charges, legal fees and all other expenses for-in the matter of purchase of Said Lands and said Unit and conferment and handing over of the possession of the Said Unit (d) local authority development charges and security fees, and (e) amounts in any form whatsoever levied, charged or imposed by any authority or authorities whomsoever; immediately on demand by First Party/Third Party, from time to time. The amounts as may be fixed by Third Party to be paid by the Prospective Acquirer for and towards the same shall be final, conclusive and binding upon the Prospective Acquirer.

10. It is hereby expressly agreed that time for payment of each of the aforesaid installment shall be the ESSENCE OF THIS AGREEMENT. In the event of the Prospective Acquirer making any default in making payment of any one installment or any other amount due under this Agreement whether formally demanded or not, Third Party shall be entitled to levy interest on the delayed payment for the delayed period at the rate of 12% p.a. or to cancel the reservation of the Said Unit and to forfeit the **booking amount** paid under this Agreement with further and other loss or damages and to dispose off the Said Unit reserved for Prospective Acquirer to any other party or in any other manner whatsoever as First Party/Third Party may determine. The Prospective Acquirer will have no claim of any nature whatsoever against First Party/Third Party, or against the Said Unit. The loss or damage as may be certified or arrived by Third Party shall be final and binding upon the Prospective Acquirer. The balance of the amount paid by the Prospective Acquirer, without interest or any other amount whatsoever will be refunded by Third Party to the Prospective Acquirer upon disposal of the Said Unit to any other party and upon receipt of the full amount on such disposal. The deficit, if any, will be paid or reimbursed by the Prospective Acquirer to Third Party.
- 11. The Prospective Acquirer has/have right to cancel this Agreement without any fault of Vendor/Developer, after giving 30 days notice to the Vendor/Developer. In such case the First Party shall refund the amount of installment paid by them/him/her/it after deducting the booking amount/token amount paid on this Agreement.**
- 12.
13. So long as the Said Unit shall not be separately assessed for Taxes, water rates, electric bills, etc., the Prospective Acquirer shall pay to Third Party such amount as may be fixed from time to time, in advance towards such payment, A.M.C. Taxes and other outgoings. Further, until the Said Unit, can separately be assessed for payment of cost, charges and expenses, the Prospective Acquirer shall continue to pay proportionate portion of such amount, cost, charges and expenses as may be fixed by Third Party from time to time. After the Said Unit is separately assessed, then such payments will have to be made by the Prospective Acquirer on actual basis.
14. The Prospective Acquirer hereby agrees with First Party/Third Party and undertakes to pay amounts liable to be paid by the Prospective Acquirer under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep Third Party indemnified against such payment and observance and performance of the covenants and conditions contained herein.
15. Any direct or indirect tax liability in respect of this transaction, as a sale or otherwise either as a whole or in part or in respect of any inputs or materials or equipments used or supplied in execution of or in connection with this transaction shall be borne and paid by the Prospective Acquirer on demand at any time. All payments are thus understood by the Prospective Acquirer to be net of tax. He/She/It/They accept/s all liabilities unconditionally to pay additional amounts to Third Party, equal to any such tax that may be imposed, with regard to any aspect of this Agreement, including but not limited to consideration amount of said Unit and it shall be borne and paid by the Prospective Acquirer on demand at any time.
16. As soon as the Said Unit is notified and earmarked by Third Party as complete and ready for possession and legal conveyance, the Prospective Acquirer shall pay the arrears of the amount payable by him/her/it/them within seven days of such notice served to Prospective Acquirer or put at any prominent place in the Unit Scheme. If the Prospective Acquirer fails to pay the arrears as aforesaid Third Party shall be

entitled to levy interest on the delayed payment for the delayed period at the rate of 12% p.a. or Third Party will be entitled to terminate this Agreement with Prospective Acquirer and to forfeit the **booking amount** paid under this agreement with further and other loss or damages and to dispose off the Said Unit reserved for the Prospective Acquirer to any other party or in any other manner whatsoever as Third Party may determine and the Prospective Acquirer will have no claim of any nature whatsoever against Third Party or against the Said Unit. The **balance amount** without interest or any other amount whatsoever will be refunded by Third Party to the Prospective Acquirer upon disposal of the Said Unit to any other party and upon receipt of the full amount on such disposal. The deficit, if any, will be paid or reimbursed by the Prospective Acquirer to Third Party.

17. If the Prospective Acquirer neglects, omits or fails for any reason whatsoever to pay to Third Party any part of the amounts due and payable by the Prospective Acquirer under the terms and conditions of this Agreement, within the time hereinbefore specified or if the Prospective Acquirer shall in any other way fails to perform or observe any of the covenants and stipulations herein contained, the Third Party shall be entitled to terminate the said Agreement and all the rights, title and interest of the Prospective Acquirer in the Said Unit and under this Agreement shall stands cancelled.
18. The Prospective Acquirer shall obtain receipt for all the amounts that may be paid under the agreement. No claim for any payment shall be valid, save and except in respect of which the Prospective Acquirer has obtained such receipts.
19. (a) Third Party agrees to give possession and agrees to convey by way of sale the Said Unit to the Prospective Acquirer tentatively on or before \_\_\_\_\_, subject to other provisions herein, and further subject to the availability of permissions, approvals, sanctions, no objections from the concerned authorities, under the applicable laws and subject to availability of materials, articles, things, and subject to strike, shortage of labourers, electrical faults, civil commotion or any act of God such as earth-quake, flood or any other natural calamities, enemy and subject to the consequences of any notice, order, rule or notification of the Government and/or any other public or other local authorities or court or other cause beyond the control of Third Party and subject to regular payments to be made by the Prospective Acquirer under this agreement and due and proper observance and performance of the terms and conditions by the Prospective Acquirer on his/her/their/its part herein, and delay occasioned if any on account of the Prospective Acquirer. The prospective Acquirer agreed and is/are aware of that he/she/it/they shall has/have no right to claim for compensation or charge of any kind against the Third Party or the First Party in case of any changes in the said tentative possession date.
- (b) If for any reason as per force majeure stated in Sub Clause (a) above or otherwise, Third Party is unable to make available the Said Unit to the Prospective Acquirer and/or Third Party have abandoned the project in such event Third Party shall make payment of all the amounts that may have been paid by the Prospective Acquirer without interest.
20. The conveyance of the Said Unit will be made and registered by Third Party & First Party Jointly in favor of the Prospective Acquirer and possession thereof shall be given to the Prospective Acquirer only upon all payments required to be made under this Agreement by the Prospective Acquirer have been made to Third Party & First Party and in accordance with other provisions herein.

21. First Party/Third Party shall, in respect of any amount remaining unpaid by the Prospective Acquirer under the terms and conditions of this agreement have a first lien and charge on the Said Unit.
22. Nothing contained in this Agreement shall be construed so as to confer upon the Prospective Acquirer any right, title or interest of any kind whatsoever in, to or over the Said Unit. Such conferment shall take place only after each of the following conditions is satisfied :
  - (a) **First Party**/Third Party has/ have received all the payments due to it/them under the terms of this Agreement from the Prospective Acquirer.
  - (b) The Prospective Acquirer has/have duly and properly observed the terms and conditions contained herein.
  - (c) The Prospective Acquirer is/are finally conveyed the Said Unit, upon recommendation by Third Party.
  - (d) The Prospective Acquirer has/have become the member of Service Society.
23. The rights and interest of the Prospective Acquirer herein, and other Prospective Acquirers of the Unit Scheme, shall be subject to the overall powers and authorities of Third Party, in any of the matter concerning the Unit Scheme and development thereof and all amenities pertaining to the same and in particular Third Party shall have absolute authority and control as regards the undisposed Units and their disposal only up to completion of Scheme and settlement of all accounts and dues.
24. The Prospective Acquirer shall have no claim and/or legal title with respect to any part of the Unit Scheme, including but not limited to its common roads, common infrastructure facilities, amenities and services, save and except in respect of the Said Unit agreed to be reserved for him/her/it/them. The Said Facilities shall always be of the ownership and possession of Third Party/Service Society, and the Prospective Acquirer and others shall be permitted to use, and enjoy the same as per the rules and regulations of Third Party/Service Society from time to time.
25. The said Unit shall be got insured with the insurance company against all kind of risks like fire, earth-quake, flood, riots, war, etc. and premium thereon shall be borne and paid by the Prospective Acquirer.
26. It has been specifically agreed and understood by the Prospective Acquirer that the intended conferment of the Said Unit is/may be subject to any scheme for Town Planning, development plan, or any other scheme, arrangement, proposal, acquisition, requisition, by or of any authority or authorities under any law for the time being in force or in force from time to time, in which event, the Third Party may make such variation, changes, additions, omissions or alterations in the scheme for development of such of the said lands or as may become available there-from or at any other or further place, location or otherwise as Third Party may deem, fit and proper and all right to develop new lands absolutely belong to Third Party. The Third Party may, at the request of the Prospective Acquirer, carry out any internal changes or alterations or changes in specifications, at the risk, cost and consequences of the Prospective Acquirer. If these changes, etc. gives rise to any additional cost, the Prospective Acquirer shall be required to pay the same to the Third Party as may be certified by the Architect of the scheme or according to the estimate that may be given by the Third Party prior to/after the execution of such work.

27. (a) Before conveyance of the Said Unit to Prospective Acquirer, the Prospective Acquirer will not without the written permission of Third Party let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the Said Unit nor assign, underlet or part with his/her/its/their interest or the benefit thereof or of this agreement or any part thereof until the Prospective Acquirer shall have paid to Third Party all the moneys payable to Third Party under this Agreement and Third Party may grant (not obligatory) permission of Transfer of booking rights of the Prospective Acquirer on payment of administration charges and subject to such conditions, as may be imposed by Third Party.
- (b) After conveyance of the Said Unit to the Prospective Acquirer, the Prospective Acquirer shall be entitled to let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the Said Unit, after obtaining prior written permission of Service Society if the charge is given to Service Society and subject to and in accordance with the terms and conditions laid down by Third Party. In the event the Prospective Acquirer is desirous of selling the Said Unit he/she/it/they shall comply with the following:-
- (i) The Prospective Acquirer shall give 30 days prior notice in writing about his/her/their/its intention to sell the Said Unit, informing about the New Purchaser thereof and shall obtain No Objection Letter from Third Party/Service Society prior to sale, which shall not be unreasonably withheld by Third Party/Service Society. In case the prospective acquirer uses the right to sell the said unit before handing over of administration to Service Society he/she shall be required to pay administrative charges @ Rs.\_\_\_\_ per sq. mt. .to the Third Party, however after handing over of administration to Service Society, any transfer shall be regulated as per the bye laws of the Service Society.
- (ii) All terms and conditions, otherwise binding to the Prospective Acquirer shall also be binding to the New Purchaser.
28. All right, title and interest of the Prospective Acquirer is restricted to and to be read, understood and interpreted in relation to the Said Unit only, and all other constructed-covered-un-covered-open spaces-areas-portions, open margin lands, infrastructures, developments, amenities, facilities and services shall belong to Third Party. The Prospective Acquirer shall at no time demand partition of his/her/it/their interest from the entire Scheme. It being agreed and declared by the Prospective Acquirer that his/her/its/their interest in the Scheme shall be indivisible.
29. The Prospective Acquirer has to be a member of Service Society formed for the maintenance of the said scheme and as the Second Party has agreed to the same, the said Unit is booked in his/her/their name. If Second Party fails to observe all the terms and conditions/rules & regulations and resolutions of the proposed society or other conditions put up by the Third Party then automatically the Booking Agreement stands cancelled and the Third Party is authorised to transfer the said Unit to any other person.
30. The Prospective Acquirer shall not use the Said Unit or permit the same to be used for any purposes whatsoever other than residence for which it is conferred or for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other Units or for any illegal or immoral purposes.

31. The Prospective Acquirer will have undivided right to use common amenities of the Scheme like roads, street lights etc. with other prospective acquirers of the said scheme but the said facilities are used in a proper way so that other prospective acquirers may not have any grievance/difficulty.
32. All the rights, entitlements and obligations, which belong to Second Party, shall remain assignable, in part or as whole, by Third Party, at its sole discretion, to whomsoever they decide, at any point of time in future. In such case, all the rights of the Prospective Acquirer and obligations and undertakings given by the Prospective Acquirer under this agreement to Third Party shall automatically get transferred to such assignees/successors of Third Party and the same shall remain binding to such assignee as well as to the Prospective Acquirer and/or his/her/its/their assignees/successors.
33. Any delay by Third Party in enforcing the terms of this Agreement or any forbearance or giving time to the Prospective Acquirer shall not be considered as a waiver on the part of Third Party nor shall the same in any manner prejudice the remedies of Third Party.
34. The Scheme shall always be known as "**VATICAN CITY**", and this name shall not be changed in any circumstances.
35. The letters, receipts and/or notices issued by Third Party dispatched through R.P.A.D./Courier to the address of the Prospective Acquirer as known to Third Party, will be sufficient proof of receipt of the same by the Prospective Acquirer and shall completely and effectively discharge Third Party.
36. The Scheme shall be under the over-all control and management of the Third Party and the decision of the Third Party in all matters relating thereto including code of conduct, rules and regulations for use, occupation and enjoyment of the common amenities, facilities and services as well as all the infrastructure facilities in the Scheme shall be final, conclusive and binding upon the Prospective Acquirer.
37. Without prejudice to any of the terms and conditions hereinabove, the Prospective Acquirer hereby expressly consents to Third Party for any arrangement of raising loan by Third Party against security of the property of the scheme except on the Unit that may have been conveyed to the Prospective Acquirers.
38. **After Vendor executes this Agreement he/it/she/they shall not mortgage or create a charge on the Unit and/or Building 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 be paid fully by Vendor before execution of Sale Deed**
39. **At the time of giving physical possession of the said Unit to the Prospective Acquirer the measurement of Carpet Area mentioned in this Agreement and any short fall in the actual measurement of Carpet Area will be refunded by the Vendor/Developer to the Prospective Acquirer.**
40. After the conveyance of the Said Unit is made in favour of the Prospective Acquirer, if anything in or about or relating to the Said Unit is thereafter required to be carried out by the Government, District Panchayat, Local Authority or any statutory

authority, the same shall be carried out by the Prospective Acquirer and Third Party shall not be in any manner liable or responsible for the same.

41. It has been agreed that if any changes, modifications or alterations are effected by Third Party in the Scheme in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Prospective Acquirer, such changes or modifications or alterations shall be binding upon the Prospective Acquirer and to that extent the terms and conditions, rights and obligations of the Prospective Acquirer under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration under any circumstances shall not prejudicially affect the right of the Prospective Acquirer to the conferment of Said Unit.
42. The Prospective Acquirer shall be bound from time to time to sign papers or documents and to do all other things as Third Party may require him/her/it/them to do from time to time for safeguarding the interest of Third Party and other Prospective Acquirers. Failure to comply with the provisions of this Clause will render this Agreement ipso facto to come to an end.
43. The Third Party has declared and announced their scheme by issuing brochures and pamphlets and also inserting advertisements in newspaper and publishing in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.
44. If any misrepresentation/concealment/ suppression of material facts are found to be made by the Prospective Acquirer, the Booking will be cancelled and the amount paid by Prospective Acquirer shall be forfeited and the Prospective Acquirer shall be liable for such Misrepresentation/ Concealment/ Suppression of material facts in all respect.
38. The First Party through its Director Shri Jayeshkumar Kantilal Patel executed Special Power of Attorney in favour of Shri Rameshbhai Ravjibhai Vaghasiya, Age: Adult, residing at 6, Rajdhani Bunglows, Nikol, Ahmedabad authorizing him to submit Agreement for Sale and Sale Deed of the Scheme **"VATICAN CITY"** which are duly signed by Vendor for Registration before the office of Sub Registrar and to complete all registration formalities. The said Special Power of Attorney is registered in the office of Sub Registrar of Ahmedabad-6 [Naroda] under serial No.15965 dated 9.11.15.
39. This Agreement shall be binding on the Prospective Acquirer, (in case of individual) his/her/their heirs, legal representatives, executors, successors and assigns; (in case of partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of HUF) its members as at present and from time to time and their respective heirs, executors and successors and its (HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Company ) its present and future Directors, successors and assigns and/or any third party having or contemplating to have in future any charge or interest on the Said Unit and/or on the construction thereupon, in part and/or as a whole.

40. Singular shall mean and include plural and masculine Gender shall mean all genders wherever applicable.
41. The Prospective Acquirer hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.
42. The Prospective Acquirer hereby declares that he/she/it/they has/have read, understood and agreed each and every term of this agreement before execution.

All disputes and differences whatsoever which shall at any time hereafter (during the continuance of this Agreement for Sale or upon or after its discharge or determination) arise between the parties hereto in respect of, concerning, or arising out of this Agreement for Sale shall be referred to Rules Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder and the Laws of India for the time being in force and the courts will have the jurisdiction for this Agreement.

45. The Prospective Acquirer hereby declares that he/she/it/they has/have read, understood and agreed each and every term of this agreement before execution.

### **ANNEXURE-A Title Certificate and Title Report**

#### **ANNEXURE-B ANNEXURE-B SCHEDULE OF WORK ACCORDING PAYMENT STRUCTURE**

Amount of Rs. .... /- (Rupees ..... ) (not exceeding 30% of the total consideration to be paid to First Party after the execution of Agreement.

Amount of Rs. .... /- (Rupees ..... ) (not exceeding 45% of the total consideration to be paid to First Party on completion of the plinth of the building or wing in which the said Unit is located.

Amount of Rs. .... /- (Rupees ..... ) (not exceeding 70% of the total consideration) to be paid to First Party on completion of the slabs including podiums and stilts of the building or wing in which the said Unit is located.

Amount of Rs. .... /- (Rupees ..... ) (not exceeding 75% of the total consideration) to be paid to First Party on completion of the walls, internal plaster, floorings doors and windows of the said Unit.

Amount of Rs. .... /- (Rupees ..... ) (not exceeding 80% of the total consideration) to be paid to First Party on completion of the sanitary fittings, staircase lift wells, lobbies upto the floor level of the said Unit.

Amount of Rs. .... /- (Rupees ..... ) (not exceeding 85% of the total consideration) to be paid to First Party on completion of the external plaster, elevation, terraces with waterproofing of the building or wing in which the said Unit is located.

Amount of Rs. .... /- (Rupees ..... ) (not exceeding 95% of the total consideration) to be paid to First Party 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 Unit is located.

Balance Amount of Rs. ....-/-(Rupees ..... ) against and at the time of handing over of the possession of the Unit to the Prospective Acquirer on or after receipt of occupancy certificate or completion certificate.

**ANNEXURE-C**  
**Sanctioned Plans, Layout Plans and Specifications**

**ANNEXURE-D**  
**The List of common amenities/facilities**

**SCHEDULE**

All that piece or parcel of Unit No.\_\_\_\_\_, admeasuring construction about Sq. Mts. [[Carpet Area as per definition of RERA] ] [inclusive of Ground Floor and First Floor] constructed on the land of Plot admeasuring \_\_\_\_\_ Sq. Mts. [inclusive of internal roads, common area, common amenities and facilities of the said scheme] in the scheme known as "VATICAN CITY" existing on land of Sub Plot No.3 admeasuring 11799.10 sq. mts. of Final Plot No.7 [paiki] [Old Survey No.282/1+2+288+289+299/1+2] of Town Planning Scheme No.97 of Naroda [North] situate, lying and being at Mouje Naroda, Taluka: Asarva in the Registration District of Ahmedabad and Sub District Ahmedabad-6 [Naroda].

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED )  
BY THE WITHINNAMED FIRST PARTY )  
Advance Organisers Pvt. Ltd.  
through its Director  
Shri Jayeshkumar Kantilal Patel \_\_\_\_\_

SIGNED, SEALED AND DELIVERED )  
BY THE WITHINNAMED:  
PROSPECTIVE ACQUIRER )  
SHRI \_\_\_\_\_

SIGNED, SEALED AND DELIVERED )  
BY THE WITHINNAMED THIRD PARTY  
Bhoomi Developers, a Partnership Firm  
through its Partner  
Shri Vijay Kanubhai Meshia \_\_\_\_\_

IN PRESENCE OF WITNESSES:

1.....

2..... .