

Agreement to Sale for Duplex no. _____ in GALAXY 36

for Rs. _____/-

RERA Registration No. _____

This Agreement to Sale made at Vadodara on this _____ day
of _____ in the year _____ between

M/s. Concept Developers, (PAN: AALFC9059N), a registered partnership having its
registered office at 301, Taksh Classic, Vasna Road, Vadodara, for and on behalf
of the firm by its authorized signatory and partner Dipak Maganlal Dabhi, aged
____ years, Occupation Business, who hereinafter in the present Deed shall be
referred to as "Vendors" which expression unless it is repugnant to the context or
meaning thereof shall mean and include, the Vendors themselves, their heirs,
successors, assigns, legatees, attorneys, etc., also referred as "**the Promoter of the
One Part** and

And

(1) _____ Aged :..... , Occ. ,
(PAN NO. :- _____), (AADHAR NO.....)

(2) _____ , Aged : _____, Occ..... ,
(PAN NO. :- _____), (AADHAR NO.....)

both residing at _____ VADODARA, herein after referred to
as the **Allottee** of the Other Part.

That the Vendor-writer herein is owner, in possession and enjoyment of the land
bearing Block No.61 Paiki A, admeasuring _____Sq. Mts., now allotted

Developer

Purchaser

Final Plot no. 121 of Town Planning Scheme no. 25 of Mouje Village Ankhhol in the Registration District and Sub Registration District Vadodara. The Vendor - Party of the First Part herein has purchased the said land from its original owner Taksh Infrastructure LLP vide a Registered Sale Deed No. 5729 dated 22/04/2021 and as per Entry No. _____ made in the revenue record, the said land has been mutated in the independent name of the Writer – Party of the First Part herein.

WHEREAS the Party of the First Part – Vendors herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to land of Village Ankhhol having Block no. 61 paiki A, Final Plot no. 121 of Town Planning Scheme no. 25 of Mouje Village Ankhhol in the Registration District and Sub Registration District Vadodara.

AND WHEREAS the Promoters are in legal possession and are entitled and enjoined upon to construct buildings / Duplexes / units on the project land;

AND WHEREAS the Promoter has proposed to construct on the project land - 36 **Duplex** having Ground and First Floor construction.

AND WHEREAS the Allottee is offered a **Duplex / Unit** bearing number (herein after referred to as the said "Duplex") being constructed in the part of the Phase II of the said project, by the Promoter as describe in ***Schedule 2***.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Gandhinagar and has been granted the permission vide. ***PR / GJ / VADODARA / VADODARA / OTHERS / RA*** /

(Annexure 'B')

Developer

Purchaser

AND WHEREAS by virtue of the Development Agreement the Promoter has sole and exclusive right to sell the Duplexes in the said project to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottees of the Duplexes to receive the sale consideration in respect thereof;

AND WHEREAS the Allottee has approached the Promoter and is interested to purchase a **Duplex** bearing number (herein after referred to as the "*said Duplex*") being constructed in the part of the Phase II of the said project, by the Promoter.

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the **Promoter's Architects Mr. Darshan Bulsara** and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under and the Allottee has satisfied themselves in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Duplexes are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect of the same.

AND WHEREAS the authenticated copies of the Non-Agricultural Permissions, Zone Certificate, plans of the Layout as approved by the concerned Local Authority has been inspected by the Allottee.

Developer

Purchaser

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project has also been inspected by the Allottee,

AND WHEREAS the authenticated copies of the plans and specifications of the Duplex agreed to be purchased by the Allottee has been annexed and marked as

Annexure "C"

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time & Step by Step, so as to obtain Completion Certificate or Occupancy Certificate of the said Units / Duplexes.

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

AND WHEREAS the Promoter has commenced construction of the said project in accordance with the proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of a Duplex No being constructed in the part of the Phase II having the carpet area square meters and "carpet area" means the net usable floor area of an Duplex, excluding the area covered by the external walls, areas under

services shafts, exclusive balcony or veranda area and exclusive open terrace area but includes the area covered by the internal partition walls of the Duplex which has been informed to the Allottee before booking / allotment of the said Duplex / Unit.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. /- (Rupees)** only, being part payment of the sale consideration of the Duplexes mutually agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Duplex with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act. 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Duplex.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

Developer

Purchaser

1. The Promoter proposed to develop the said property, construct the said Duplex consisting of ground floor and first floor on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time Known as “**GALAXY 36**” scheme. The promoters shall be entitled to make such changes, additions, alterations, variations, revisions, deletions, and modifications there in including in said layout, building plan, as may be desired by the promoters and / or required by the vadodara urban development authority or any other authority concern.
 - a. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect to major variations or modifications which may adversely affect the Duplex of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
 - b. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Duplex No. of the type having carpet area admeasuring sq. metres on ground floor and Sq.Mt on the first floor. (hereinafter referred to as "the Duplex") for the consideration of **Rs.** /- including the proportionate price of the common facilities & excluding taxes such as GST or other taxes.
 - c. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell the extra land appurtenant to the Allottee Duplex having area admeasuring _____ Sq.Mts/ Sq.Ft. forming part of the Duplex for the consideration of Rs. _____/-

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- d. The allottee has, prior to the execution of this agreement, made inquiries, read the documents, verified the permissions obtained by the promoter and is satisfied that the title of the vendor for the said property described in the first schedule including the permission issued to and obtained by the Promoter. Over the said land and authority of the land owner to develop the same. The allottee has inspected the original title certificate issued to the land. The allottee under takes that he / she / it shall not raise any further requisitions or objections with regard to the same.
- e. The total aggregate consideration amount for the Duplex mentioned herein above from the above clauses is thus **Rs...../-**
- f. The Allottee has paid on or before execution of this agreement a sum of **Rs...../- (Rupees)** only (not exceeding 11% of the total consideration) as advance . payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs...../- (Rupees Only)** in the following manner :-

SCHEDULE OF PAYMENT

- (i) The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fees and hereby agreed to pay to that _____ the balance amount of Rs. _____/- (Rupees _____ only) in following manner:-
- (ii) Amount of Rs./- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the _____after the execution of Agreement.

Developer

Purchaser

- (iii) Amount of Rs./- (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the _____ on completion of the Plinth of the building or which in which the said Unit is located.
- (iv) Amount of Rs./- (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the _____ on completion of the slabs including podiums and silts of the building or wing in which the said Unit is located.
- (v) Amount of Rs./- (Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the _____ on completion of the walls, internal plaster, floorings doors and windows of the said Unit.
- (vi) Amount of Rs./- (Rupees _____ only) (not exceeding 80% of the total consideration) to be paid to the _____ on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Unit.
- (vii) Amount of Rs./- (Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the _____ on completion of the external plumbing and external plaster, elevation, terrace with waterproofing, of the building or wing in which the said Unit is located.
- (viii) Amount of Rs./- (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the _____ 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.

(ix) Balance Amount of Rs./- (Rupees _____ only) against and at the time of handing over of the possession of the said Unit to the Allottee on or after receipt of occupancy certificate or completion certificate.

g. The Promoter hereby declares that VUDA has recently declared the said land of the Project to be included in the draft T.P Scheme no. 25 of Ankhol, Bapod & Khatamba and it is yet to be finalised. The Promoters also declare that the amenities charges for the said land have been paid to VUDA as demanded, for all amenities provided by the authority. It is been understood and accepted by the Purchaser that in the future if this T.P scheme is finalised than in such circumstances whatever incremental contribution charges or charges in any other form relating to the final plot, shall be proportionately payable by the allottee's of "GALAXY 36" Residential scheme

h. The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) and also incremental contribution charges levied by Vadodara Municipal Corporation / VUDA till the date of handing over the possession of the Duplex which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.

- i. The total price is escalation-free, save and except incremental charges of T.P Scheme and escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- j. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Unit is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit due to the error of the promoter, then Promoter shall refund the excess money paid by Allottee within **forty-five days** with annual interest at the rate of **12%**, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause I (a) of this Agreement.

- k. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
2. A. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Duplex to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Duplex.
- B. Since time is of the essence, the Promoter shall abide by the time schedule for completing the project and handing over the Duplex to the Allottee and the allottee confirms that the instalment payable by the allottee shall be on the due date without any delay or default in accordance with the payment schedule as stated here in above.
3. If the Promoter fails to abide by the time schedule for completing the project construction and handing over the Duplex to the Allottee, the Promoter agrees to pay to the Allottee who does not intend to withdraw from the project, interest at the rate of MCLR + 2 % per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession on the difference for the period of the scheduled date of possession and actual date of possession only, save and except the local authority shall complete its amenities e.g. water, drainage, and power. The Allottee agrees to pay to the Promoter, interest at the rate of

MCLR + 2 % per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4. **The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 8450.40 square meters only and Promoter has planned to utilize Floor Space Index of 6455.59 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 8450.40 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.**
5. Without prejudice to the right of promoter to charge interest in terms of sub clause 3 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share or taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter

within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

6. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) the installment of the sale consideration of the duplex which may till then have been paid by the allottee to the promoters. The promoter shall be entitled to forfeit the entire amount of earnest money paid by the allottee to the promoter as stated herein above.
7. Up on termination as stated herein above, the Allottees shall have no right, title, interest, claim, or demand or dispute of any nature whosoever either against the promoter and/or the said property. If the Allottees exercise his discretion to rescind the transaction at any stage, the promoter shall have the right to forfeit as well as recover in it's entirely the earnest money, and the promoter shall be entitled to deal with and dispose of the said property to any other person. /s as promoter may desire without any further or other consent of the Allottees. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
8. The Promoter shall give possession of the Duplex on or before **31-12-2025**. The execution of this agreement Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Duplex on the aforesaid date, if the completion of building in which the Duplex is to be situated is delayed on account of-
 - a. war, civil commotion or act of God;

- b. Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
 - c. If any competent authority refuses, withhold, denies the grant of necessary approvals for the property / building / scheme.
9. The promoter here by agrees that if within a period of 5 Year from the date of receiving occupation certificate if allottee brings to the notice of the promoter any structural defect in the duplex or any defect in the building due to structural defect wherever possible such defects should be rectified by the promoters at its own cost and in case if it is not possible to rectify such defect than the allottee is entitled to receive the cost of the such rectification. Provided that the promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the promoters or beyond the control of the promoters.
- 10.If within a period of five years from the date of handing over the Unit to the Allottee, the Allottee brings to the notice of the Promoter any major structural defect in the Unit on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, proportionate compensation for such defect in the manner as provided under the Act. It is clearly understood between the parties, that the Allottee shall have not done any other external work / repair / maintenance on such defects as that would void the responsibility of the Promoter.
- 11.Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the

Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

12. The Allottee shall take possession of the Duplex within **15 days** of the written notice from the promoter to the Allottee intimating that the said Duplex are ready for use and occupation. In the case of allottee fails to take the possession above, the allottee shall continue to liable to pay maintenance charges as applicable. the allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the project land and buildings / s namely local taxes, betterment charges or such other levies by the concerned local authority and / or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s until the society or limited company is formed, the allottee shall pay to the promoter such proportionate share of outgoings as may be determined.
13. The Allottee agrees that he/she /it shall use the Duplex or any part thereof or permit the same to be used only for residential purpose only and not for any other purpose whatsoever. The allottee confirms that the property shall never be used for any business or commercial purpose. The allottee also confirms that the parking space shall be used only for the purpose of keeping a parking the vehicle.
14. The Allottee along with other allottee(s) of Duplex in the project “GALAXY 36” shall join in **GALAXY 36 MEMBER’S ASSOCIATION** or other such names as decided / agreed upon by the members of the project, which is / shall been formed by the Existing members and the purchaser shall become the part of this association to avail the common amenities of the society. No objection shall be taken by the Allottee if any; changes or modifications are

made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required from time to time.

15. Over and above the amounts mentioned in the agreement to be paid by the Allottee the Allottee shall on or before delivery of possession of the said premises shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.

16. The Allottee shall pay to the Promoter actual charges for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates to the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project; [here are no encumbrances upon the project land or the Project except those disclosed in the title report];
- iii. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

- iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following the process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following the process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- v. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- vi. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Duplex] which will, in any manner, affect the rights of Allottee under this Agreement;
- vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Duplex] to the Allottee in the manner contemplated in this Agreement;
- viii. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- ix. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice or acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

x. If the Allottee brings to the notice of the Promoter any structural defect in the said Unit / said Building within a period stipulated under the applicable laws from the date of handing over of the said Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Unit or the said Building in which the said Unit is situated or any defect on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act and the Rules and Regulations therein. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter. After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his/ her/ its/ their own costs.

18. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Duplex may come, hereby covenants with the Promoter as follows:

a. To maintain the Duplex at the Allottees own cost in good and tenantable repair and condition from the date that of possession of the Duplex is taken and shall not do or suffer to be done anything in or to the building in which the Duplex is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Duplex is situated and the Duplex itself or any part thereof without the consent of the local authorities, if required

- b. Not to store in the Duplex any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Duplex is situated or storing of which goods objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Duplex is situated. including entrances of the building in which the Duplex is situated and in case any damage is caused to the building in which the Duplex is situated or the Duplex on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- c. To carry out at his own cost all internal repairs to the said Duplex and maintain the Duplex in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer anything in or to the building in which the Duplex is situated or the Duplex which maybe contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the Duplex or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Duplex or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Duplex is situated and shall keep the portion, sewers, drains and pipes in the Duplex and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which

the Duplex is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural members in the Duplex without the prior written permission of the Promoter and/or the Society or the Limited Company.

- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Duplex is situated or any part thereof or whereby any increased premium shall become payable respect of the Insurance.
- f. Not to throw dill, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Duplex in the compound or any portion of the project land and the building in which the Duplex is situated.
- g. Pay to the Promoter within **fifteen days** of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or water, electricity or any other service connection to the building in which the Duplex is situated.
- h. To bear and pay incremental contribution charges, local taxes, water charges, insurance and such other levies or any increase in the above charges, which are imposed by the concerned local authority and/or Government and/or other public authority, and to bear all the above charges on account of change of user of the Duplex by the Allottee for any purposes other than for purpose for which it is sold.
- i. The Allottee shall not sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Duplex until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- j. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the

Duplex therein and for the observance and performance of the Building Rules, Regulations and Byelaws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions lay down by the Society regarding the occupancy and use of the Duplex in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- k. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- l. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- m. The allottee shall prior to being permitted to enter upon the said premises pay to the promoter the proportionate share of service tax or any other like tax which may be levied by the concerned authorities under the provisions of the income tax act, 1961 or finance act or under any other act or statute of the central or state government, for or in respect of the construction on the said property.
- n. The allottee shall not transfer or assign any rights under this agreement without prior approval of the promoter the allottee agrees that upon execution of deed of conveyance, the allottee shall have a right to sell, transfer or convey the property to any other person provided he/she/it takes prior approval of the service society / vendor as the case may be and shall pay necessary transfer fee.

19. Other covenants:

The parties agree and confirm that:

- a. The promote shall be at liberty to borrow funds, create mortgage, encumber, sell or otherwise deal with or dispose off their right, title and interest or part thereof in the said property to any person or person as they deem fit and, in such manner, they deem fit, subject to the right of the allottee in aspect of the said premises hereby agreed to be sold to the allottee. The allottee shall in no manner take any objection to the same and gives his/her irrevocable consent for the same.
- b. The promoter shall always have a right of sell or give on lease or allot the remaining premises / units in the project intended to be constructed on the said property.
- c. The promoter or any person nominated by the promoter or the person to whom the promoters' rights and benefits are conferred under the clauses hereinbefore mentioned, shall have absolute right to make additions, alterations, raise store's or put-up additional structures as may be permitted by the VUDA and other Competent Authorities. Such additions, alterations, structure and storey's will be the sole property of the promoter or their nominees or assignees as the case may be who will be entitled to dispose of the same in any way they choose and the allottee hereby consent to the same.
- d. The allottee shall be entitled to the enter upon the said premises only after the said building is ready for use and occupation and only after all the amounts due by the allottee under this agreement are paid to the vendor. The allottee may be permitted to enter upon the said premises earlier before the same is ready for use and occupation to enable the allottee to decorate the same internally or otherwise provided however that the allottee has paid full consideration herein mentioned and all other amounts payable hereunder to the promoter

and the allottee commences payment of the municipal axes, maintenance charges and other outgoings.

- e. It is expressly agreed that the allottee shall be entitled to enjoy the common areas and facilities appurtenant with the said premises subject to the terms and conditions set out in the bye laws for enjoying such benefits of common areas and facilities as laid down by the co-operative society from time to time. The common amenities are meant for use of the resident members only. For units owned in name of companies the employee using the property for residence is eligible to use the same facilities and not other employees of the company or other senior officials. The allottee agrees that the responsibility of maintaining the common areas and facilities shall be borne by the allottee i.e. the allottee shall pay his proportionate share of expenses for maintaining the common areas and facilities until an organization is formed and the responsibility of maintaining the building along with the common areas and facilities is transferred to the said organization.
- f. Upon the allotted being permitted to occupy the said premises he/she they shall have no claim or grievance against the promoter in respect of any items of work or quality of work or the materials used for construction of the said building or in the said premises which are on account of workmanship, quality or provision of service which cannot be attributable to the vendor or beyond the control of the promoter.
- g. The parties agree that the name of the building to be constructed on the said property shall always be **GALAXY 37** or such other name as the promoter deems fit and shall not be changed without the written permission of the vendor.
- h. Subsequent to the execution of a Deed of Conveyance, if any additions or alterations in the said property or building are required to be carried out by the government, Municipal or any Statutory

Authority, the same shall be carried out by the allottee in co-operation with the allottees/acquirers of the other units and the co – operative society in the said building at this/her/their own respective costs and the vendor shall not be in any manner liable or responsible for the same or to contribute any amount for the purpose aforesaid.

- i. The promoters shall always be entitled to sell and /or agree to sell the unsold units and/or spaces and/or rights to any person or and body of allottees shall be liable to enrol and admit the allottee of such units as the member/s of the said organization and the allottee hereby agrees and undertakes not to raise any objection or requisition in that behalf and he/she hereby irrevocably consents to what is stated hereinabove.

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

21. This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Duplex/building as the case maybe.

22. **RIGHT TO AMEND**

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project should equally be applicable to and enforceable against any subsequent Allottees of the [Duplex] in case of a transfer, as the said obligations go along with the [Duplex] for all intents and purposes.

24. SEVERABILITY

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

25. NON-CREATION OF MORTGAGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage shall be cleared and an a No dues certificate and a release of charge shall be obtained before the Sale Deed is executed.

Developer

Purchaser

26. **FURTHER ASSURANCES**

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

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

ALLOTEE

Name of (1)
 (2)
Both residing at
Notified Email ID _____

PROMOTER

M/s CONCEPT DEVELOPERS
301, Taksh Classic, Near Taksh Bungalows,
Vasna Road, Vadodara, Gujarat, 390007
Notified Email ID: conceptg37@gmail.com

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and

letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. Nothing contained in this agreement is intended to be nor shall be construed as a transfer, grant, demise, or assignment in law of the said property or any part thereof.
29. Any delay tolerated or indulgence shown by the promoter in enforcing the terms of this agreement or any forbearance or giving of time to the allottee by the vendor shall not be construed as a waiver on the part of the vendor of any breach or not compliance of any of the terms and conditions of this agreement nor shall the same in any manner prejudice the rights of the promoter.
30. **Stamp Duty and Registration**
- All stamp duty, registration charges, and legal fees and all other out of pocket expenses in respect of these presents have been agreed to be borne and paid by the purchaser only.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Vadodara in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE – I (Project land)

All that piece or parcel of freehold land Non-Agricultural land bearing Block No. 61 Paiki A, Final plot no. 121 of T P no. 25 of Village Ankhola measuring 7,042 Sq. Mts. of land in the Registration Sub-District of VADODARA, in which GALAXY 36 is planned and is bounded as under.

on or towards the East by : 18 mts T P Road

Developer

Purchaser

on or towards the West by : Public Garden as in TP Map
on or towards the North by : 18 mts T P Road
on or towards the South by : Public Garden as in TP Map

SCHEDULE –II (Sold Property / Duplex)

All that piece and parcel of the property being Duplex no. admeasuring
land Sq. mtr. of land with duplex sq mt carpet area in the land
bearing Block No. 61 Paiki A, Final plot no. 121 of T P no. 25 of Village Ankhohol
admeasuring 7,042 Sq. Mts. of land in the Registration Sub-District of
VADODARA in which GALAXY 36 and is bounded as under.

on or towards the East by :
on or towards the West by :
on or towards the North by :
on or towards the South by :

Developer

Purchaser

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee: (including joint buyers)

(I)_____

(II)_____

SIGNED AND DELIVERED BY WITHIN NAMED
CONCEPT DEVELOPERS:

Please affix
photograph
& Sign across the
photograph

(Mr. Dipak M Dabhi)
Authorised Signatory

WITNESSES:

Name _____

Signature _____

Name _____

Signature _____

Developer

Purchaser