

Agreement

This Agreement made at Surat this.....day of.....in the year Two Thousand and between RUDRAKSH DEVELOPERS, ROF REG No. GUJSR107057 a partnership firm registered The Partnership Act, 1932 and having its Office situated at C-703, GREEN RESIDENCY, OPP GANGESHWAR MAHADEV TEMPLE, ADAJAN, SURAT - 395004. PAN NO. ABFFR0919K hereinafter referred to as "the Promoter" (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the One Part and SHRI/ SMT _____, aged about _____ years, Occupation Service/ Business / Self Employed having address at, Surat PAN CARD NO. _____ hereinafter referred to as "the Allottee/ the Purchaser" (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include

his/her/ their respective heirs, executors, administrators and assigns) of the Other Part.

WHEREAS by Registered Sale Deed dated 16th June, 2022 executed by Rudraksh Developers as the the Promoter herein as the Purchaser therein and registered with the Sub-Registrar, Surat under Serial No. 4743, the Vendor therein had sold absolutely to the Promoter/ the Vendor herein an immovable property being all that piece and parcel of freehold non-agricultural land situate lying and being at Surat District bearing Block no 136, Revenue Survey No 7/1, Vanakala Village, Choryashi, Sub District Surat city – 7, (Hazira), Surat District, admeasuring 8013.00 Sq. Mtrs. The entry to that effect was made on 06-08-2022 which has been duly certified by the revenue authority.

AND WHEREAS the project land has been duly converted to Non-Agricultural to be used for Residential purpose vide permission issued by Collector, Surat dated 12/10/2022. The entry to that effect was made on 12/10/2022 vide DP No 002LD22230377 which has been duly certified by the Twon planner authority.

AND WHEREAS the Promoter has got the plans for Block No 136 approved by SMC (Surat Municipal Corporation) vide its Development Permission being Rajja Chitti No. 002LD22230377 dated 12/10/2022 and the plans for Plotting has been approved for Developing Plots on the said project land consisting of 55 Plots, Garden Area, Dranage Facilties, etc.

AND WHEREAS the Promoters is entitled and enjoined upto Development of Residential Plots on the project land;

AND WHEREAS the Promoter is in possession of the project land.

AND WHEREAS the Promoter/ the Vendor has proposed Develop Plots on the project land known as “**VALLETTA HOMES**” having TOTAL Development of 55 Plots.

AND WHEREAS the Allottee/ the Purchaser is offered a Plot bearing Number on the land admeasuring Sq. mtr. (Carpet Area including wash yard and Balcony), on the project land called “**VALLETTA HOMES**” (herein after referred to as the said “LAND”) being Developed in the phase of the said project, by the Promoter /the Allottee alongwith Sq. Mtrs. of undivided share in the project land (as may be provided under the law) (hereinafter referred to as “the said Plot/ Property”) more particularly described in the Second Schedule hereunder written free from any charge or encumbrances.

AND WHEREAS the Promoter has got the said project duly registered with the Real Estate Regulatory Authority under Serial No. _____ dated _____ which is annexed as **Annexure “B”** hereto.

AND WHEREAS by virtue of the ownership the Promoter/the Vendor has sole and exclusive right to sell the property in the said Land to be Developed by the Promoter/ the Vendor on the project land and to enter into Agreement/s with the allottee(s)/s of the property to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee/ the Purchaser, the Promoter/the Vendor has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications 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/the Purchaser is satisfied 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/ the Vendor, 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/the Vendor to the project land on which the property is developed or is to be developed has also been inspected by the Allottee/the Purchaser and is satisfied in respect of the same.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority has been inspected by the Allottee/the Purchaser.

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

AND WHEREAS the authenticated copies of the plans and specifications of the property agreed to be purchased by the Allottee/ the Purchaser has been annexed and marked as **Annexure A.**

AND WHEREAS the Promoter/the Vendor has got some of the approvals from the concerned local authority(s) to the plans, the specifications, Development of Plots and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans 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/ the Vendor while developing the project land and the said development and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter/ the Vendor has accordingly commenced Development of the said land/s in accordance with the said plans.

AND WHEREAS the Allottee/ the Purchaser has applied to the Promoter/ the Vendor for allotment of a Plot No. _____ on the land being developed on the said Project land being the said property,

AND WHEREAS the carpet area of the said property is _____ square meters/ square feet and "carpet area" means the net usable floor area of an

Plot, excluding the area covered by the external walls, areas under services shafts, open passages and exclusive open terrace area but includes the area covered by the internal partition walls of the Shop/Flat.

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/ the Purchaser has paid to the Promoter/ the Vendor a sum of Rs._____-/- (Rupees _____ only), being part payment of the sale consideration of the property agreed to be sold by the Promoter/ the Vendor to the Allottee / the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter/ the Vendor both hereby admit and acknowledge) and the Allottee/ the Purchaser has agreed to pay to the Promoter/ the Vendor the balance of the sale consideration in the manner hereinafter appearing

AND WHEREAS, under section 13 of the said Act the Promoter/ the Vendor is required to execute a written Agreement for sale of said property/Shop/Flat/Plot 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/ the Vendor hereby agrees to sell and the Allottee/ the Purchaser hereby agrees to purchase the Shop/ Flat/Plot.

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

1. The Promoter/ the Vendor has commenced the Development of the said land/s Developing Plots on the said project land consisting of 55 Plots, Garden Area, Drainage Facilities, etc. on the project land in accordance with the plans, designs and specifications as approved by the concerned local

authority from time to time. Provided that the Promoter/ the Vendor shall have to obtain prior consent in writing of the Allottee/ the Purchaser in respect of variations or modifications which may adversely affect the property of the Allottee/ the Purchaser except any alteration or addition required by any Government authorities or due to change in law. Further that the Vendor/Promotor shall have the right to change or divide or sub-divide the units on each Floor into different parts and units and change the dimension and admeasurements of the units and change passage /approach to each unit other then approved in the plan as may be found necessary by the Promotor/the Vendor and the Allottee shall not have any right to dispute or raise any claim against such right of the Promotor/the Vendor and such change made by the Promotor/the Vendor shall be duly approved through SMC at the time of obtaining of Land Development Permission.

- (a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Shop/Flat/Plot No. having **Carpet Area including wash yard and Balcony admeasuring ____ sq. mtr.** on _____ floor of the building along with ____ sq. mtrs. of undivided proportionate share in the project land (hereinafter referred to as "the Plot ") for the consideration of **Rs.____/- (Rupees _____ only)**including **Rs./-** being the proportionate price of the common areas and facilities appurtenant to the premises which stands transferred in the name of Service Society, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith & undivided land share.
- 1(b) The total aggregate consideration amount for the Plot mentioned herein above from clause 1(a) is thus **Rs._____-/- (Rupees_____only).**
- 1(c) 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 fee and hereby agrees to pay to that Promoter the balance amount of Rs

.....(Rupees) in the following manner :-

- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Shop/Flat is located.
- iii. Amount of Rs...../-(.....) (not exceeding 50% of the total consideration) to be paid to the Promoter on completion of 3RD floor slab of the building or wing in which the said Shop/Flat is located.
- iv. Amount of Rs...../-(.....) (not exceeding 55% of the total consideration) to be paid to the Promoter on completion of 6th floor slab of the building or wing in which the said Shop/Flat is located.
- v. Amount of Rs...../-(.....) (not exceeding 60% of the total consideration) to be paid to the Promoter on completion of 9th floor slab of the building or wing in which the said Shop/Flat is located.
- vi. Amount of Rs...../-(.....) (not exceeding 65% of the total consideration) to be paid to the Promoter on completion of 12th floor slab of the building or wing in which the said Shop/Flat is located.
- vii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of 15th (top) floor slab of the building or wing in which the said Shop/Flat is located.
- viii. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Shop/Flat.
- ix. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Shop/ Flat.
- x. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- xi. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts,

water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Shop/ Flat is located.

- xii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Shop/ Flat, which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.

1(e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 9% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet

area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of MCRL+2%, 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 1(a) of this Agreement.

- 1(h) 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.
- 2.1 The Promoter/ the Vendor 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 property to the Allottee/ the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the property.
- 2.2 Time is essence for the Promoter/ the Vendor as well as the Allottee/ the Purchaser. The Promoter/the Vendor shall abide by the time schedule for completing the project and handing over the property to the Allottee/ the Purchaser and the common areas to the Service Society of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/ the Purchaser shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter/ the Vendor as provided in clause 1 (c) herein above. ("Payment Plan").

3. 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.
- 4.1 If the Promoter/ the Vendor fails to abide by the time schedule for completing the project and handing over the property to the Allottee/ the Purchaser, the Promoter/ the Vendor agrees to pay to the Allottee/ the Purchaser, 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/ the Purchaser, for every month of delay, till the handing over of the possession. The Allottee/ the Purchaser agrees to pay to the Promoter/ the Vendor, interest at the rate of MCLR+2% per annum, on all the delayed payment which becomes due and payable by the Allottee/ the Purchaser to the Promoter/ the Vendor under the terms of this Agreement from the date the said amount is payable by the allottee(s)/ the Purchaser(s) to the Promoter/ the Vendor.
- 4.2 Without prejudice to the right of promoter/ the Vendor to charge interest in terms of sub clause 4.1 above, on the Allottee/ the Purchaser committing default in payment on due date of any amount due and payable by the Allottee/ the Purchaser to the Promoter/ the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/ the Purchaser committing three defaults of payment of installments, the Promoter/ the Vendor shall at its own option, may terminate this Agreement: Provided that, Promoter/ the Vendor shall give notice of fifteen days in writing to the Allottee/

the Purchaser, by Registered Post AD at the address provided by the allottee/ the Purchaser and mail at the e-mail address provided by the Allottee/ the Purchaser, of its 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/ the Purchaser fails' to rectify the breach or breaches mentioned by the Promoter/ the Vendor within the period of notice then at the end of such notice period, promoter/ the Vendor shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter, within a period of 90 days of the termination, after deducting 10% of due amount as provided in clause 1 (C) herein above ("Payment Plan") as cancellation charge + GST already paid on the amounts received from the Purchaser.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promoter/the Vendor at its option in the said building and the Shop/ Flat/ Plot as are set out in **Annexure 'C'**, annexed hereto.
6. The Promoter/ the Vendor shall give possession of the property to the Allottee/the Purchaser on or before **20th day of October, 2025**. If the Promoter/the Vendor fails or neglects to give possession of the property to the Allottee/the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter/the Vendor shall be liable on demand to refund to the Allottee/the Purchaser the amounts already received by him in respect of the property with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the date the Promoter/the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter/the Vendor shall be entitled to reasonable extension of time for giving delivery of property on the aforesaid date, if the Development of Land on which the Plots are to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7.1 Procedure for taking possession - The Promoter/the Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/the Purchaser as per the agreement shall offer in writing the possession of the property, to the Allottee/the Purchaser in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter/the Vendor shall give possession of the property to the Allottee /the Purchaser against the receipt of the entire full and final consideration and also against the execution and registration of the Deed of Conveyance in respect of the said property. The Promoter agrees and undertakes to indemnify the Allottee/the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter/the Vendor. The Allottee/the Purchaser agree(s) to pay the maintenance charges as determined by the Promoter/the Vendor or Service Society of allottees/the Purchasers, as the case may be. The Promoter/the Vendor on its behalf shall offer the possession to the Allottee/ the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Allottee/the Purchaser shall take possession of the property within 15 days of the written notice from the promoter/the Vendor to the Allottee/the Purchaser intimating that the said property are ready for use and occupancy:
- 7.3 Failure of Allottee/ the Purchaser to take Possession of property: Upon receiving a written intimation from the Promoter/ the Vendor as per clause 7.1, the Allottee/ the Purchaser shall take possession of the property from the Promoter/ the Vendor by executing and registering necessary indemnities, undertakings, Deed of Conveyance and such other documentation as prescribed in this Agreement, and the Promoter/ the Vendor shall give possession of the property to the allottee/the Purchaser. In case the Allottee/the Purchaser fails to take possession within the time provided in clause 7.1 such Allottee/the Purchaser shall continue to be liable to pay

maintenance charges as applicable + Rs. 1000/- as fixed outgoings of unit over and above interest on the due amount.

- 7.4 If within a period of five years from the date of handing over the property to the Allottee/the Purchaser, the Allottee/the Purchaser brings to the notice of the Promoter/the Vendor any structural defect in the plots or the building in which the plots are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter/the Vendor at its own cost and in case it is not possible to rectify such defects, then the Allottee/the Purchaser shall be entitled to receive from the Promoter/the Vendor, compensation for such defect in the manner as provided under the Act. Provided that the Promoter/the Vendor 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/the Vendor or beyond the control of the Promoter/the Vendor.
8. The Allottee/the Purchaser shall use the plots or any part thereof or permit the same to be used only for purpose of commercial/ Residential but shall not do any business or activity which creates noise pollution, air pollution such as flour mill, automobile repairing, mechanical workshops, fabrication, illegal activity/business etc. The Allottee/ Purchaser shall use the common parking space only for purpose of parking vehicles and not for any other purpose and shall also not park the vehicles in any other open place of the scheme.
9. The Allottee/the Purchaser along with other allottee(s)/the Purchaser(s) of property in the building shall join in forming and registering the Service Society to be known by such name as the Promoter / the Vendor may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Service Society and for becoming a member, including the bye-laws of the proposed Service Society and duly fill in, sign and return to the Promoter/ the Vendor within seven days of the same being forwarded by the Promoter/the Vendor to the Allottee/the Purchaser, so as to enable the Promoter/the Vendor to register the common organization of Allottee/the Purchaser. No

objection shall be taken by the Allottee/the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

- 9.1 Within 15 days after notice in writing is given by the Promoter/the Vendor to the Allottee/the Purchaser that the property is ready for use and occupancy, the Allottee/the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Plots) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Service Society is formed, the Allottee/ the Purchaser shall pay to the Promoter/the Vendor such proportionate share of outgoings as may be determined. The Allottee/the Purchaser further agrees that till the Allottee's/the Purchaser's share is so determined the Allottee/the Purchaser shall pay to the Promoter/ the Vendor provisional monthly contribution of **Rs. _____/-** per month towards the outgoings. The amounts so paid by the Allottee/the Purchaser to the Promoter/the Vendor shall not carry any interest and remain with the Promoter/the Vendor until the same is transferred to the society as aforesaid.
10. Over and above the amounts mentioned in the agreement to be paid by the Allottee/the Purchaser, the Allottee/the Purchaser shall on or before delivery of possession of the said property shall pay to the Promoter/the Vendor such proportionate share of the outgoings as may be determined by the Promoter/the Vendor and which are not covered in any other provisions of this agreement.

11. The Allottee/the Purchaser shall pay to the Promoter/the Vendor a sum of **Rs...../-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Service Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
12. At the time of registration of conveyance of the property the Allottee/ the Purchaser shall pay to the Promoter/the Vendor, the Allottee's/the Purchaser's share of stamp duty, registration and misc. out of pocket charges payable, on such conveyance or any document or instrument of transfer in respect of the property along with undivided share in the land .
13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter/the Vendor has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and the Promoter/the Vendor 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/the Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project and those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing/plotting are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing/plotting shall be obtained by following due process of law and the Promoter/the Vendor 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/plotting and common areas;
- vi. The Promoter/the Vendor 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/the Purchaser created herein, may prejudicially be affected;
- vii. The Promoter/the Vendor 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 property which will, in any manner, affect the rights of Allottee/the Purchaser under this Agreement;
- viii. The Promoter/the Vendor confirms that the Promoter/the Vendor is not restricted in any manner whatsoever from selling the said property to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the property to the allottee the Promoter shall handover lawful, vacant, peaceful, physical possession of the property to the Allottee and the Promotor shall also handover lawful, vacant, peaceful possession of the common area as of the Structure for maintenance to the Service Society of the Allottees;
- x. The Promoter/the Vendor 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 till the date of obtaining of the

Occupancy certificate and thereafter shall be paid by the Allottee/the Purchaser and the Service Society;

- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter/the Vendor in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s/ the Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the property may come, hereby covenants with the Promoter/the Vendor as follows :-
- i. To maintain the property at the Allottee's/ the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the property is taken and shall not do or suffer to be done anything in or to the building in which the property 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 property is situated and the property itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the property 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 property is situated or storing of which goods is 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 property is situated, including entrances of the building in which the property is situated and in case any damage is caused to the building in which the property is situated or the property on account of negligence or default of the Allottee/the Purchaser in this behalf, the Allottee/the Purchaser shall be liable for the consequences of the breach.
 - iii. To carry out at his/her own cost all internal repairs to the said property and maintain the property in the same condition,

state and order in which it was delivered by the Promoter to the Allottee/the Purchaser and shall not do or suffer to be done anything in or to the building in which the property is situated or the property which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/the Purchaser committing any act in contravention of the above provision, the Allottee/the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the property 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 property or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the property is situated and shall keep the portion, sewers, drains and pipes in the property 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 property is situated and shall not change or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the property without the prior written permission of the Promoter/the Vendor and/or the Society.
- v. The Purchaser shall always put up their signage's/ name plates at such place and of such size as may be defined by the promoter.
- vi. 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 property is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said property in the compound or any portion of the project land and the building in which the property is situated.

- viii. Pay to the Promoter within fifteen days of demand by the Promoter/the Vendor, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the property is situated.
- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the property by the Allottee/the Purchaser for any purposes other than for purpose for which it is sold.
- x. The Allottee/the Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement until all the dues payable by the Allottee/the Purchaser to the Promoter/the Vendor under this Agreement are fully paid up.
- xi. The Allottee/the Purchaser shall observe and perform all the rules and regulations which the Service 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 property therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/the Purchaser shall also observe and perform all the stipulations and conditions laid down by the Service Society and by the Promoter/the Vendor for the scheme regarding the occupancy and use of the property 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.
- xii. The Allottee/the Purchaser shall permit the Promoter/the Vendor 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.
- xiii. The Allottee/the Vendor shall permit the Promoter/the Vendor 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.

15. The Promoter/the Vendor shall maintain a separate account in respect of sums received by the Promoter/the Vendor from the Allottee/the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said property and Building or any part thereof. The Allottee/ the Purchaser shall have no claim save and except in respect of the property hereby agreed to be sold to **him/her** and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter/ the Vendor until the same is transferred after the receipt of entire consideration by the Promoter/ the Vendor from the Allottee/ the Purchaser as hereinbefore mentioned.
17. **PROMOTER/VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

18. BINDING EFFECT

Forwarding this Agreement to the Allottee/ the Purchaser by the Promoter/ the Vendor does not create a binding obligation on the part of the Promoter/ the Vendor or the Allottee/ the Purchaser until, firstly, the Allottee/ the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/ the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter/ the Vendor. If the Allottee(s)/ the Purchaser(s) fails to execute and deliver to the Promoter/ the Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/ the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/the Vendor, then

the Promoter/the Vendor shall serve a notice to the Allottee/the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/the Purchaser, application of the Allottee/the Purchaser shall be treated as cancelled and all sums deposited by the Allottee/the Purchaser in connection therewith including the booking amount shall be returned to the Allottee/the Purchaser without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, 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 apartment, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/PURCHASER 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 shall equally be applicable to and enforceable against any subsequent Allottees of the property, in case of a transfer, as the said obligations go along with the property for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. **METHOD OF CALCULATION OF PROPORTIONATE SHARE**
WHEREVER REFERRED TO IN THE AGREEMENT Wherever in this Agreement it is stipulated that the Allottee/the Purchaser has to make any payment, in common with other Allottee(s)/the Purchaser(s) in Project, the same shall be in proportion to the carpet area of the property to the total carpet area of all the property/Apartments in the Project.

24. **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.

25. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter/the Vendor through its authorized signatory at the Promoter's/the Vendor's Office, or at some other place, which may be mutually agreed between the Promoter/the Vendor and the Allottee/the Purchaser, in after the Agreement is duly executed by the Allottee/the Purchaser and the Promoter/the Vendor or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Surat.

26. The Allottee/ the Purchaser and/or Promoter/the Vendor shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

_____ Name of Allottee/the Purchaser

_____ (Allottee's/Purchaser's Address) Notified

Email ID:

RUDRKASHDEVELOPERS (Promoter/ Vendor Name)

C-703, GREEN RESIDENCY, OPP GANGESHWAR MAHADEV
TEMPLE, ADAJAN, SURAT - 395004. (Promoter/Vendor Address)

shahhemal61@gmail.com (Notified Email ID)

It shall be the duty of the Allottee/the Purchaser and the promoter/the Vendor 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/the Purchaser, as the case may be.

28. The Purchaser agrees and undertakes to bid with the following terms and conditions of the scheme.
 - i) The Purchasers shall have to contribute over and above the purchase consideration, amount towards Building Maintenance charges and interest free maintenance deposit to the Vendor and/or Service Society that will be formed by the Vendor for the common maintenance and amenities and facilities of the commercial/ Residential scheme and the Purchasers shall also have to contribute to such other and future accidental expenses and towards the maintenance of the commercial/ Residential scheme to be incurred for the maintenance of the said scheme without any dispute or delay to the Vendor and/or the maintenance Society as and when called upon to do so. The Vendor shall maintain the said scheme for the period of 2 (TWO) year from the date of obtaining of Building Use Permission from the amount of maintenance that has been collected from the members of the scheme.
 - ii) The Purchaser shall be liable to separately pay GST, Service Tax (if applicable), VAT (if applicable) and all other State Government or Central Government taxes, levies, dues and duties that may be made applicable to the said scheme or to the said transaction of the said property. It is further agreed by the Vendor that the total price/consideration amount paid

under this Deed for the purchase of the said property do not include the Dakshin Gujarat Vij Company Ltd. charges, Surat Municipal Corporation charges, Legal charges and/or any others expenses/ charges whatsoever and shall be payable over and above the purchase consideration by the Purchaser to the Vendor.

- iii) The Purchaser shall never change the name of the scheme which scheme shall forever be known **“VALLETTA HOMES”**.
- iv) The Purchaser shall have to compulsorily use the said property for commercial/ Residential use only and shall never use the said property for any business or activity which creates noise pollution, air pollution such as floor mill, automobile repairing, mechanical workshops, illegal work/business, fabrication work, etc.;
- v) The Purchaser further declares that it shall never make any change in the outer elevation of the scheme and its outer color/ paints and shall also not remove or change any internal or external walls or pillars, doors, windows or make any change in the internal or outer structure of the property and/or scheme however the maintenance of the said property shall be done by the Purchaser at its own costs and expenses.
- vi) That Purchaser further declare that they shall never make any division or partition of the said property and shall also never puncture, alter, modify, break, damage or remove any internal walls without the consent of the Vendor however the Purchaser shall never have any right to puncture, alter, modify, break, damage or remove any outer walls;
- vii) That Purchaser shall keep the said property, its walls, the common passage, common open space, the common Parking and Lifts in net, clean and hygienic condition and the Purchaser shall never use the said property or the common passage, common open space, common parking, lifts or the area in front of the said property in such a way so as to create any nuisance to the neighbors or the other members of the said scheme and shall also not encroach of place anything or material outside the said flat or in the common passage, common open space, common parking.
- viii) The Purchaser hereby agrees and undertake to use the said premises, common passages and common space, parking

space, lifts of the said Scheme with due diligence and shall not keep any things or articles in the common passage/ corridor or throw anything outside in common space or in the common passage whereby it creates a nuisance or dirt and thereby inconvenience to the other members of the scheme.

- ix) The Purchaser shall use the said property and the common amenities and facilities of the scheme with due diligence and shall also maintain the water connection, gutter connection, electric connection and other connection in the said property and the Purchaser shall have to always keep the said property fully insured at their own expenses and also the said scheme fully insured at the common expenses of all the members of the scheme;
- x) The Purchaser shall compulsorily abide itself with the rules, regulations of the scheme and also by the resolutions of the Service Society;
- xi) The Purchaser further declares that they have verified the specification of the said property and the scheme as were detailed by the Vendor and the quality of materials used for construction in the scheme and the specifications of materials used in the construction and being satisfied with the same has purchased the said property in their name from the Vendor. The Purchaser further declares that the Vendor has shown them and the Vendor has made to understood rules, regulations, bylaws of the Scheme and the Service Society and the Purchaser being satisfied with the same, confirm the same and declares that they shall have no dispute regarding the same.
- xii) The Purchaser further confirms that all the rights are reserved by the Vendor for any change in the scheme and further confirms that it shall be binding to the Purchaser.
- xiii) The Purchaser further agrees and undertakes to pay all taxes, cesses, dues and duties chargeable in respect of the said property on and from the date of Deed of Conveyance without any delay and till that date, the Vendor shall be entitled to pay the same.
- xiv) The Purchaser further declares that they shall always co-operate and allow persons of the Vendor and/or the maintenance Society to work in the scheme for the

maintenance and upkeep meant of the common passage, common water connections, drainage and electrification.

- xv) The Purchaser shall have to park their vehicles in the allotted/ common parking space of the Scheme and at the request of the Purchaser and for the proper management of the scheme and for the convenience of all the members of the scheme, the Vendor/the Promotor will allot parking space to the Purchaser and to the respective units holders;
- xvi) The Purchaser hereby agrees and undertakes to compulsorily pay all the charges regarding enrollment of the Purchasers by the Vendor as the member to the Service Society and the Purchasers further agrees and undertakes to adhere to the rules, regulations, norms and resolutions passed by the Service Society and if in case, the Purchaser fails to pay the maintenance charge to the Service Society in time, the Service Society shall have the right to recover the unpaid maintenance charges from the Purchaser with penalty and interest and shall also have the right to stop the supply of water to the said property and usage of common amenities and facilities;
- xvii) The Purchaser shall not store any dangerous materials or explosives in the said property.
- xviii) The Purchaser shall always put up their signage's/ name plates at such place and of such size as may be defined by the promoter.
- xix) The Purchaser hereby agrees and undertakes that the Vendor has complied them with all the documentary evidence in regard to the title of the said land, the scheme and the said property and only after having satisfied with the same through their professionals has purchased the said property from the Vendor;
- xx) The Purchaser further declares that the Vendor shall not be liable or responsible for all and every act, deed, matter and thing in respect of this sale transaction and for the said scheme and the Purchaser further agrees and undertakes to indemnify and keep the Vendor indemnified against all losses, damages, suits, claims and demands that the Vendor may suffer pay or incur owing to any act deed matter or thing done by the Purchaser;

- xxi) The Purchaser further declares that the Vendor is fully entitled to and is authorized as the exclusive owner to sell or dispose off any other property or premises within the said scheme at such rate and at such terms as the Vendor may deem fit and property and the same shall be binding upon the Purchaser and the Purchaser shall not have any right to object or dispute or challenge the same;

29. JOINT ALLOTTEES

That in case there are Joint Allottees/Purchasers all communications shall be sent by the Promoter/the Vendor to the Allottee/the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees/the Purchasers.

30. Stamp Duty and Registration:- The charges towards stamp duty and Registration charges, misc. and out of pocket expenses, advocate fees of this Agreement shall be borne by the allottee/the Purchaser.
31. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- ## 32. GOVERNING LAW

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

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

First Schedule Above Referred to Description of the freehold land and all other details.

All that piece and parcel of freehold non-agricultural land situate lying and being at Surat District bearing Block no 136, Revenue Survey No 7/1, Vanakala Village, Choryashi, Sub District Surat city – 7, (Hazira), Surat District, admeasuring 8013.00 Sq. Mtrs., and the said project land is bounded as follows:-

Final Plot No.141, 147, 156:-

On the North by	:- ADJ BLOCK No. 135 AND BLOCK No 138
On the South by	:- 18.00 MT PROPOSED ROAD BESIDES CANAL
On the East by	:- ADJ BLOCK NO 137 AND BLOCK No 8
On the West by	:- ADJ BLOCK No. 135 AND BLOCK No 10

Set out the nature, extent and description of common areas and facilities.

1. Landscaped garden with sitouts
2. children play area
3. CCTV monitoring for common areas

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

(1)

(2)

in the presence of WITNESSES:

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE
WITHIN NAMED
Promoter: **RUDRAKSH DEVELOPERS**
THROUGH ITS DESIGNATED PARTNER
SHRI _____

WITNESSES:

Name _____

Signature _____

Name _____

Signature _____

Note – Execution clauses to be finalized in individual cases having regard
to the constitution of the parties to the Agreement.

SECOND SCHEDULE

All that _____ **Sq. Mtrs.**, of undivided proportionate share in a piece or parcel of freehold non-agricultural land situate lying and being at Surat District bearing Block no 136, Revenue Survey No 7/1, Vanakala Village, Choryashi, Sub District Surat city – 7, (Hazira), Surat District, admeasuring 8013.00 Sq. Mtrs. together with **Flat/ Shop No. _____ admeasuring _____ Sq. mtr.** Carpet Area including wash yard and Balcony AND adjoining terrace area _____ sq.mts **and _____ sq.mtr. built up area on Floor No. _____** of the Building to be constructed on the said project land and the said property is bounded as follows:-

On the North by :-
 On the South by :-
 On the East by :-
 On the West by :-

Note: together with proportionate ownership and right to use all the common amenities, common parking, amenities and facilities of the said scheme along with the other members of the said scheme.

SCHEDULE 'B'
FLOOR PLAN OF THE **SHOP/FLAT/PLOT**

ANNEXURE -A

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

Wall Finish: internal walls by putty / expose rcc finish.

Flooring: vitrified flooring inside unit

Electrification: adequate electrical points with copper wiring.

Toilets : standard category sanitary ware and c p fittings with concealed cpvc/upvc pipes

Doors : Main door with laminate, all other doors with paint with standard hardware fittings.

Windows : Aluminum glass windows

Kitchen : with granite platform top and vitrified tile dedo

ANNEXURE –B

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

ANNEXURE – C

(Specification and amenities for the Shop/Flat/Plot)

Received of and from the Allottee above named the sum of Rupees _____ only on execution of this agreement towards Earnest Money Deposit or application fee I say received.

The
Promoter/s.