

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** made at **VADODARA** this..... day of, **2018** .. .

BETWEEN

EXECUTOR / LAND OWNER / FIRST PARTY / VENDOR / LAND OWNERS :

ASHWINKUMAR NATUBHAI PATEL,

Aged adult, Occupation Farming/Business, [PAN – ADBPP 0594 N]

Residing at Patel Faliya, Subhanpura, Vadodara. (Hereinafter referred to as “The FIRST PARTY / VENDOR / LAND OWNERS” or “Seller” or “We” and or “Land Owners” in this Agreement for Sale and in the meaning of the word the FIRST PARTY / VENDOR / LAND OWNERS and / or his / their heirs, guardian, successors, Assignees, Executors, Administrators etc. all have been included.)

AND

SECOND PARTY / DEVELOPER / PROMOTER :

PEARL DEVELOPERS [PAN : AAVFP 5219 M] a partnership firm Office at A-902, Darshanam Central Park, Purshottam Nagar Road, Near Hotel Surya palace, Sayajigunj, Vadodara - 390005 through administrative partner **SAMIR RAMESHCHANDRA AGRAWAL**, Aged adult, Occupation Business, (Hereinafter referred to as “The SECOND PARTY” or “DEVELOPER / PROMOTER” in this Sale Deed and in the meaning of the word the partnership firm of Third party and present and time to time partners of firm and newly admitted partners and their heirs, guardian, successors, Assignees, Administrators, executors etc. all have been included.)

AND

THE EXECUTANT / PURCHASER / THIRD PARTY :

.....,

Aged years, Occupation, [PAN :]

residing at

(Hereinafter referred to as “The Third Party” or “PURCHASER / ALLOTTEE” or “You” in this Agreement for Sale and in the meaning of the word the Third party and / or his / her / their heirs, guardian, successors, Assignees, Executors, Administrators etc. all have been included.)

WHEREAS, the Vendor / LAND OWNER is the owner of an immovable property being piece or parcel of freehold Non Agricultural Land bearing **Revenue Survey No. 495-496 & 450** included in **T.P. Scheme No. 39, F. P. No. 75 & 50**, adm. 13961-00 sq. mtrs. & 1396-00 sq. mtrs. making total 15357-00 sq. mtrs. land in the DUPLEX / VILLAGE moje **TARSALI** of Registration District **Vadodara**, Registration Sub - District Vadodara or there abouts more particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as “**THE PROJECT LAND**”).

(A) WHEREAS, the land being piece or parcel of land bearing **Survey No. 495 admeasuring 3237-00 Sq.Mtrs.** AND **Survey No. 496 admeasuring 10724-00 Sq.Mtrs.** making total **13961-00 Sq.Mtrs.** land of moje DUPLEX / VILLAGE **TARSALI** of Registration District

Vadodara, Registration Sub - District Vadodara has been purchase by first party from Bhikhabhai Himmatbhai Rathod & others and the said Sale Deed has been got registered in the office of Sub-Registrar, Vadodara, vide Registration Sr. No. 6347 of dt. 28/07/2011 and first party have become owner of the said property and the said property is running in Revenue Record (6, 7/12, 8-A) in the name of the first party and it has been entered vide Transfer Note No. 6956, dt.16/08/2011. Thus, the first party became independent ownership, possession and occupation of the said land of Survey No. 495 & 496.

That, the captioned **Survey No. 495** admeasuring 3237-00 Sq. Mtrs. AND **Survey No. 496** admeasuring 10724-00 Sq. Mtrs. making **total 13961-00 Sq. Mtrs.** land of moje DUPLEX / VILLAGE **TARSALI** included in Draft **T. P. Scheme No. 39 (Tarsali)** and allotted **Final Plot No. 75** and **as per said Final Plot land admeasuring 13961-00 Sq. Mtrs.**

That, the Competent Authority, Collector, Vadodara had issued Non – Agricultural Order vide its order No. RIVI / N.A. / S.R. / 1 / 2011-12, No. Land / D / Sec – 65 / Vashi / 4120 / 2012, dated 11/06/2012 for used of captioned land being **Survey No. 495** admeasuring 3237-00 Sq.Mtrs. AND **Survey No. 496** admeasuring 10724-00 Sq.Mtrs. making **total 13961-00 Sq.Mtrs.** land of moje DUPLEX / VILLAGE **TARSALI**, Vadodara for Non-Agriculture residential purposed.

- (B) WHEREAS, the land being piece or parcel of **land** bearing **Survey No. 450, T.P. Scheme No. 39, Final Plot No. 50** admeasuring **1396-00 Sq. Mtrs. as per final plot** of moje DUPLEX / VILLAGE **TARSALI** of Registration District **Vadodara**, Registration Sub - District Vadodara has been purchase by first party from Aartiben D/o. Vijaybhai Trambaklal Vyas W/o. Mukeshbhai Hariprasad Thakor & others and the said Sale Deed has been got registered in the office of Sub-Registrar, Vadodara, vide Registration Sr. No. 130 of dt. 02/02/2017 (Order dt. 08/02/2017) and first party have become owner of the said property and the said property is running in Revenue Record (6, 7/12, 8-A) in the name of the first party and it has been entered vide Transfer Note No. 8173, dt.13/02/2017. Thus, the first party became independent ownership, possession and occupation of the said land of Survey No. 450.

That the captioned **Survey No. 450** admeasuring 2336-00 Sq. Mtrs. land of moje DUPLEX / VILLAGE **TARSALI** included in Draft **T. P. No. 39 (Tarsali)** and allotted **Final Plot No. 50** and **as per said Final Plot land admeasuring 1396-00 Sq. Mtrs.**

That, the Competent Authority, Collector, Vadodara had issued Non – Agricultural Order vide its order No. N.A. / S.R. / 504 / 2017-18, No. Land / D / Sec – 65 / Vashi / 916 to 921 / 2018, dated 06/03/2018 for used of captioned land being **Survey No. 450, T.P. Scheme No. 39, Final Plot No. 50** admeasuring 1396-00 Sq. Mtrs. as per final plot of moje DUPLEX / VILLAGE **TARSALI**, Vadodara for Non-Agriculture residential purposed.

- (C) That, the Vendor / Land owner have executed Development Agreement to develop the said **NON - AGRICULTURAL LAND** bearing **Revenue Survey No. 495, 496 & 450** included in **T.P. Scheme No. 39, F. P. No. 75 & 50**, adm. 13961-00 sq. mtrs. & 1396-00 sq. mtrs. making total 15357-00 sq. mtrs. land in the DUPLEX / VILLAGE moje **TARSALI, Vadodara** in favour of Second Party / Developer / **PEARL DEVELOPERS** a partnership firm and get it notarized before Advocate A. T. Solanki, Vadodara vide Notary Sr. No. 4016, dated 13/03/2018.
- (D) That, the Construction permission to make construction in Non Agriculture land being **Revenue Survey No. 495-496 & 450** included in **T.P. Scheme No. 39, F. P. No. 75 & 50**,

adm. 13961-00 sq. mtrs. & 1396-00 sq. mtrs. making total 15357-00 sq. mtrs. land in the DUPLEX / VILLAge moje **TARSALI, Vadodara** has been given by Vadodara Mahanagar Seva Sadanvide Permission No. : Ward – 12 / L – 45 / 2016-2017, dated 24/06/2016 and as per the said permission in the land of the scheme in the name of “**DARSHANAM PEARL**” has been organized.

AND WHEREAS, the Promoter / DEVELOPER is entitled and enjoined upon to construct **above said SCHEME** on the project land **by virtue of above said Development Agreement executed by said party of the FIRST PART / LAND OWNERS**;

AND WHEREAS, the Promoter / DEVELOPER is in possession of the project land **by virtue of above said Development Agreement executed by said party of the FIRST PART / LAND OWNERS**.

AND WHEREAS, the Promoter / DEVELOPER has proposed to construct the project on land **being Final Plot No. 75 & 50 total 15357-00 Sq. Mtrs. land: 127 – DUPLEX / VILLAS**.

AND WHEREAS, the Allottee / PURCHASER is offered a **DUPLEX / VILLA No.**, (herein after referred to as the said “**DUPLEX / VILLA**”) in the said “**DARSHANAM PEARL**” called (herein after referred to as the said “**SCHEME**”) being constructed in the phase of the said project, by the PROMOTER / DEVELOPER.

AND WHEREAS, the Promoter / DEVELOPER has registered the Project under the provisions of the Act with the **Real Estate Regulatory Authority at No.**

AND WHEREAS, by virtue of the Development Agreement the Promoter / DEVELOPER has sole and exclusive right **to Develop and or to sell** the **DUPLEX / VILLA** in the **said SCHEME** to be constructed by the Promoter / DEVELOPER on the project land and to enter into Agreement/s with the Allottee / PURCHASER(s)/s of the **DUPLEX / VILLA** to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee / PURCHASER, the Promoter / DEVELOPER has given inspection to the Allottee / PURCHASER of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter / DEVELOPER's **ARCHITECTS : Anjali Associate, STRUCTURE : Ashok Shah & Associates** 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 hereunder and the Allottee / PURCHASER if 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 / DEVELOPER, authenticated copies of Property card or extract of **DUPLEX / VILLAge Forms VI (6) and VII (7) and XII (12)** or any other relevant **revenue record / City Survey property card** showing the nature of the title of the **PROMOTER / DEVELOPER** to the project land on which the **DUPLEX / VILLAs** are constructed or are to be constructed have also been inspected by the **ALLOTTEE / 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 / PURCHASER**.

AND WHEREAS, the authenticated copies of the plans of the Layout as proposed by the PROMOTER / DEVELOPER and according to which the construction of the **said SCHEME** and

open spaces are proposed to be provided for on the said project has also been inspected by the **ALLOTTEE / PURCHASER**.

AND WHEREAS, the authenticated copies of the plans and specifications of the **DUPLEX / VILLA** agreed to be purchased by the **ALLOTTEE / PURCHASER** has been annexed and marked as **Annexure – A**.

AND WHEREAS, the **PROMOTER / DEVELOPER** has got some of the (in the name of land owner / vendor) approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said **SCHEME/s** and shall obtain the balance approvals from various authorities from time to time, so as to obtain Completion Certificate or Occupancy Certificate of the said **SCHEME** time to time.

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 / DEVELOPER** while developing the project land and the said **SCHEME** and upon due observance and performance of which only the completion or occupancy certificate in respect of the said **SCHEME** shall be granted by the concerned local authority.

AND WHEREAS, the **PROMOTER / DEVELOPER** has accordingly commenced construction of the said **SCHEME** in accordance with the said proposed plans.

AND WHEREAS, the **ALLOTTEE / PURCHASER** has applied to the **PROMOTER / DEVELOPER** for allotment of a **DUPLEX / VILLA No.** situated in Non Agricultural Land being **Revenue Survey No. 495-496 & 450** included in **T.P. Scheme No. 39, F. P. No. 75 & 50**, adm. 13961-00 sq. mtrs. & 1396-00 sq.mtrs. making total 15357-00 sq. mtrs. land in the **DUPLEX / VILLAge** moje **TARSALI** of Registration District **Vadodara**, Registration Sub-District **Vadodara** of **Gujarat State** as per the approval got and as per approved for construction in Non Agricultural land the scheme in the name of **“DARSHANAM PEARL”** of the said Project,

AND WHEREAS, the **carpet area** of the said **DUPLEX / VILLA No.** is **total Square Meters** and **"CARPET AREA"** means the net usable floor area of a **DUPLEX / VILLA**, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the **DUPLEX / VILLA**.

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 / **PURCHASER** has paid to the Promoter / **DEVELOPER** a **SUM / TOKEN AMOUNT** of **Rs...../- (Rupees Only)**, being part payment of the sale consideration of the **DUPLEX / VILLA** agreed to be sold by the Promoter / **DEVELOPER** to the Allottee / **PURCHASER** as advance payment or Application Fee (the payment and receipt whereof the Promoter / **DEVELOPER** both hereby admit and acknowledge) and the Allottee / **PURCHASER** has agreed to pay to the Promoter / **DEVELOPER** the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under Section - 13 of the said Act the PROMOTER / DEVELOPER is required to execute a written Agreement for sale of said **DUPLEX / VILLA** with the Allottee / PURCHASER, 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 / DEVELOPER hereby agrees to sell and the Allottee / PURCHASER hereby agrees to purchase the (DUPLEX / VILLA) and the garage/covered parking (if applicable).

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

1. The Promoter / DEVELOPER shall construct the said **SCHEME / PROJECT** consisting of **in said Final Plot No. 75 & 50 total 15357-00 Sq.Mtrs. land: 127 – DUPLEX / VILLAS** 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 / DEVELOPER shall have to obtain prior consent in writing of the Allottee / PURCHASER in respect of variations or modifications which may adversely affect the DUPLEX / VILLA of the Allottee / PURCHASER except any alteration or addition required by any Government authorities or due to change in law.

- 1(a) (i) The Allottee / PURCHASER hereby agrees to purchase from the Promoter / DEVELOPER and the Promoter / DEVELOPER hereby agrees to sell to the Allottee / PURCHASER to **DUPLEX / VILLA No.** of **CARPET AREA ADMEASURING sq. meters** in the scheme known as "**DARSHANAM PEARL**". (hereinafter referred to as "**DUPLEX / VILLA**") for the **TOTAL CONSIDERATION OF Rs./- (Rupees Only)**.

- 1(b) **The TOTAL AGGREGATE CONSIDERATION AMOUNT for the DUPLEX / VILLA mentioned herein above from clause 1 a (i) is thus Rs...../- (Rupees Only).**

- 1(c) The Allottee / PURCHASER has paid on or before execution of this agreement a sum of **Rs...../-** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that PROMOTER / DEVELOPER **the BALANCE AMOUNT of Rs...../- (Rupees Only)** in the following manner :-

- i. **20% Amount** to be paid to the PROMOTER / DEVELOPER after the **EXECUTION OF AGREEMENT** : (not exceeding 30% of the total consideration)
- ii. **15% Amount** to be paid to the PROMOTER / DEVELOPER on completion of the **PLINTH** of the said **DUPLEX / VILLA** is located :
- iii. **20% Amount** to be paid to the Promoter / DEVELOPER on completion of the **GROUND FLOOR SLABS** of the said **DUPLEX / VILLA** is located :
- iv. **15% Amount** to be paid to the PROMOTER / DEVELOPER on completion of the **FIRST FLOOR SLABS** of the said **DUPLEX / VILLA** is located :

- v. **10 % Amount** to be paid to the Promoter / DEVELOPER on completion of the **PLASTER LEVEL** etc., of the said **DUPLEX / VILLA** :
 - vi. **05 % Amount** to be paid to the Promoter / DEVELOPER on completion of Flooring Level of the said **DUPLEX / VILLA** is located :
 - vii. **05 % Balance Amount** against and at the time of handing over of the possession of the **DUPLEX / VILLA** to the Allottee / PURCHASER 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 / DEVELOPER 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 / DEVELOPER) up to the date of handing over the possession of the [DUPLEX / VILLA], which shall be separately payable by the ALLOTTEE / PURCHASER in the manner as may be decided by the PROMOTER / DEVELOPER.
- 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 / DEVELOPER undertakes and agrees that while raising a demand on the Allottee / PURCHASER for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter / DEVELOPER 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 / PURCHASER, which shall only be applicable on subsequent payments.
- 1(f) The Promoter / DEVELOPER may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee / PURCHASER by discounting such **early payments @ 9 %** per annum for the period by which the respective installment has been proponent. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee / PURCHASER by the Promoter / DEVELOPER.
- 1(g) The PROMOTER / DEVELOPER shall confirm the **FINAL CARPET AREA** that has been allotted to the ALLOTTEE / PURCHASER after the construction of the SCHEME 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 / DEVELOPER. If there is any reduction in the carpet area within the defined limit then Promoter / DEVELOPER shall refund the excess money paid by ALLOTTEE / PURCHASER within **forty five (45) days with annual interest at the rate of 9 %, from the date when such an excess amount was paid by the Allottee / PURCHASER [and or mutually understanding between Allottee / Purchaser and Promoter / Developer]**. If there is any increase in the carpet area allotted to Allottee / PURCHASER, the Promoter / DEVELOPER shall demand additional amount from the Allottee / PURCHASER 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 / PURCHASER authorizes the Promoter / DEVELOPER 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 / DEVELOPER may in its sole discretion deem fit and the Allottee / PURCHASER undertakes not to object/demand/direct the Promoter / DEVELOPER to adjust his payments in any manner.

2.1 The Promoter / DEVELOPER 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 / VILLA to the Allottee / PURCHASER, obtain from the concerned local authority occupancy and/or completion certificates in respect of the DUPLEX / VILLA.

2.2 Time is essence for the Promoter / DEVELOPER as well as the Allottee / PURCHASER. The Promoter / DEVELOPER shall abide by the time schedule for completing the project and handing over the [DUPLEX / VILLA] to the Allottee / PURCHASER and the common areas to the association of the Allottee / PURCHASERS after receiving the occupancy certificate or the completion certificate or both, as the case may be.

SIMILARLY, the Allottee / PURCHASER shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter / DEVELOPER as provided in clause 1 (c) herein above. ("PAYMENT PLAN").

3. The Promoter / DEVELOPER hereby declares that the **FLOOR SPACE INDEX** available as on date in respect of the project land is **Square Meters** only and PROMOTER / DEVELOPER has planned to utilize Floor Space Index of 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 / DEVELOPER has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project.

4.1 If the Promoter / DEVELOPER fails to abide by the time schedule for completing the project and handing over the [DUPLEX / VILLA] to the Allottee / PURCHASER, the Promoter / DEVELOPER agrees to pay to the Allottee / PURCHASER, who does not intend to withdraw from the project, **interest at the rate of 9 % per annum [and or mutually understanding between Allottee / Purchaser and Promoter / Developer]**, on all the amounts paid by the Allottee / PURCHASER, for every month of delay, till the handing over of the possession. The Allottee / PURCHASER agrees to pay to the Promoter / DEVELOPER, **interest at the rate of 9 % per annum [and or mutually understanding between Allottee / Purchaser and Promoter / Developer]**, on all the delayed payment which become due and payable by the Allottee / PURCHASER to the Promoter / DEVELOPER under the terms of this Agreement from the date the said amount is payable by the Allottee / PURCHASER(s) to the Promoter / DEVELOPER.

4.2 Without prejudice to the right of PROMOTER / DEVELOPER to charge interest in terms of sub clause 4.1 above, on the Allottee / PURCHASER committing default in payment on due date of any amount due and payable by the Allottee / PURCHASER to the Promoter / DEVELOPER under this Agreement (including his/her proportionate share of

taxes levied by concerned local authority and other outgoings) and on the Allottee / PURCHASER committing three defaults of payment of installments, the Promoter / DEVELOPER shall at his own option, may terminate this Agreement:

Provided that, Promoter / DEVELOPER shall **give notice of fifteen (15) days** in writing to the Allottee / PURCHASER, **by Registered Post AD** at the address provided by the Allottee / PURCHASER and mail at the e-mail address provided by the Allottee / PURCHASER, 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 / PURCHASER fails to rectify the breach or breaches mentioned by the Promoter / DEVELOPER within the period of notice then at the end of such notice period, Promoter / DEVELOPER shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter / DEVELOPER shall refund to the Allottee / PURCHASER (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter / DEVELOPER) **within a period of thirty (30) days of the termination**, the installments of sale consideration of the DUPLEX / VILLA which may till then have been paid by the Allottee / PURCHASER to the Promoter / DEVELOPER.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter / DEVELOPER at his/her/its option in the said SCHEME and the DUPLEX / VILLA.
6. The Promoter / DEVELOPER shall give possession of the DUPLEX / VILLA to the Allottee / PURCHASER on or **before day of, 20.....**. If the Promoter / DEVELOPER fails or neglects to give possession of the **DUPLEX / VILLA** to the Allottee / PURCHASER on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter / DEVELOPER shall be liable on demand to refund to the Allottee / PURCHASER the amounts already received by him in respect of the DUPLEX / VILLA with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter / DEVELOPER received the sum till the date the amounts and interest thereon is repaid.

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

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) or mutually understanding between promoter / Developer and Allottee / Purchaser.

- 7.1 **PROCEDURE FOR TAKING POSSESSION** : The Promoter / DEVELOPER, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [DUPLEX / VILLA], to the Allottee / PURCHASER in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter / DEVELOPER shall give possession of the [DUPLEX / VILLA] to the Allottee / PURCHASER. The Promoter / DEVELOPER agrees and undertakes to indemnify the Allottee / PURCHASER

in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter / DEVELOPER. The Allottee / PURCHASER agree(s) to pay the maintenance charges as determined by the Promoter / DEVELOPER or association of Allottee / PURCHASERS, as the case may be. The Promoter / DEVELOPER on its behalf shall offer the possession to the Allottee / PURCHASER in writing within 7 - days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee / PURCHASER shall take possession of the DUPLEX / VILLA within 15 - days of the written notice from the promoter to the Allottee / PURCHASER intimating that the said DUPLEX / VILLA is ready for use and occupancy:
- 7.3 FAILURE OF ALLOTTEE / PURCHASER TO TAKE POSSESSION OF [DUPLEX / VILLA] : Upon receiving a written intimation from the Promoter / DEVELOPER as per clause 7.1, the Allottee / PURCHASER shall take possession of the [DUPLEX / VILLA] from the Promoter / DEVELOPER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter / DEVELOPER shall give possession of the [DUPLEX / VILLA] to the Allottee / PURCHASER. In case the Allottee / PURCHASER fails to take possession within the time provided in clause 7.1 such Allottee / PURCHASER shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the DUPLEX / VILLA to the Allottee / PURCHASER, the Allottee / PURCHASER brings to the notice of the Promoter / DEVELOPER any structural defect in the DUPLEX / VILLA or the SCHEME in which the DUPLEX / VILLA 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 / DEVELOPER at his own cost and in case it is not possible to rectify such defects, then the Allottee / PURCHASER shall be entitled to receive from the Promoter / DEVELOPER, compensation for such defect in the manner as provided under the Act. Provided that the Promoter / DEVELOPER 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 / DEVELOPER or beyond the control of the Promoter / DEVELOPER.
8. The Allottee / PURCHASER shall use the DUPLEX / VILLA or any part thereof or permit the same to be used only for purpose of RESIDENCE.
9. The Allottee / PURCHASER along with other Allottee / PURCHASER(s) of DUPLEX / VILLAs in the SCHEME shall join in forming and registering the Society or Association to be known by such name as the Promoter / DEVELOPER 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 Society or Association and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter / DEVELOPER within seven days of the same being forwarded by the Promoter / DEVELOPER to the Allottee / PURCHASER, so as to enable the Promoter / DEVELOPER to register the common organisation of Allottee / PURCHASER. No objection shall be taken by the Allottee / 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 the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 Within 15 days after notice in writing is given by the Promoter / DEVELOPER to the Allottee / PURCHASER that the DUPLEX / VILLA is ready for use and occupancy, the Allottee / PURCHASER shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the DUPLEX / VILLA) of outgoings in respect of the project land and SCHEME 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 SCHEME. Until the Society is formed, the Allottee / PURCHASER shall pay to the Promoter / DEVELOPER such proportionate share of outgoings as may be determined. The ALLOTTEE / PURCHASER further agrees that WHAT EVER LIFE TIME MAINTENANCE AMOUNT shall pay to the PROMOTER / DEVELOPER of which ever decided at that particular relevant of time in future by said proposed society association and or PROMOTER / DEVELOPER towards the outgoings. The amounts so paid by the Allottee / PURCHASER to the Promoter / DEVELOPER shall not carry any interest and remain with the Promoter / DEVELOPER until the same is transferred to the society or the association or the limited company as aforesaid.
10. Over and above the amounts mentioned in the agreement to be paid by the Allottee / PURCHASER, the Allottee / PURCHASER shall on or before delivery of possession of the said DUPLEX / VILLA shall pay to the Promoter / DEVELOPER such proportionate share of the outgoings as may be determined by the Promoter / DEVELOPER and which are not covered in any other provisions of this agreement.
11. The Allottee / PURCHASER shall pay to the PROMOTER / DEVELOPER and or proposed Society Association provisional monthly contribution of which ever decided at that particular relevant of time in future by said proposed society association for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter / DEVELOPER in connection with formation of the said Society, or Apex Body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance of the structure of the SCHEME, the Allottee / PURCHASER shall pay to the Promoter / DEVELOPER, the Allottee / Purchaser shall pay the stamp duty and registration charges payable.
13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER / DEVELOPER :
- The PROMOTER / DEVELOPER hereby represent and warrants to the Allottee / PURCHASER as follows :
- i. The Promoter / DEVELOPER declared that Vendor / First Party / Land owner 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 / DEVELOPER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the project land or the Project except those if 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 if 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 SCHEME 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 SCHEME shall be obtained by following due process of law and the Promoter / DEVELOPER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, SCHEME and common areas;
 - vi. The PROMOTER / DEVELOPER 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 / PURCHASER created herein, may prejudicially be affected;
 - vii. The PROMOTER / DEVELOPER as well as land owner / 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 [DUPLEX / VILLA] which will, in any manner, affect the rights of ALLOTTEE / PURCHASER under this Agreement;
 - viii. The Promoter / DEVELOPER confirms that the Promoter / DEVELOPER is not restricted in any manner whatsoever from selling the said [DUPLEX / VILLA] to the Allottee / PURCHASER in the manner contemplated in this Agreement;
 - ix. At the time of execution of the society handover agreement of the structure to the association of ALLOTTEE / PURCHASERS the PROMOTER / DEVELOPER shall handover lawful, vacant, peaceful, physical possession of the "SCHEDULE" property of the ALLOTTEE / PURCHASERS;
 - x. The PROMOTER / DEVELOPER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter / DEVELOPER in respect of the project land and/or the Project except those if disclosed in the title report.
14. The Allottee / PURCHASER/s or himself / themselves with intention to bring all persons into whosoever hands the DUPLEX / VILLA may come, hereby covenants with the Promoter / DEVELOPER as follows :-
- I. To maintain the DUPLEX / VILLA at the Allottee / PURCHASER's own cost in good and tenantable repair and condition from the date that of possession of the DUPLEX / VILLA is taken and shall not do or suffer to be done anything in or to the

SCHEME in which the DUPLEX / VILLA is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the SCHEME in which the DUPLEX / VILLA is situated and the DUPLEX / VILLA itself or any part thereof without the consent of the local authorities, if required.

- II. 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 SCHEME in which the DUPLEX / VILLA is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- III. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said DUPLEX / VILLA in the compound or any portion of the project land and the SCHEME in which the DUPLEX / VILLA is situated.
- IV. Pay to the Promoter / DEVELOPER within fifteen (15) days of demand by the PROMOTER / DEVELOPER, his share of security Deposit Demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the SCHEME in which the DUPLEX / VILLA is situated.
- V. 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 DUPLEX / VILLA by the Allottee / PURCHASER for any purposes other than for purpose for which it is sold.
- VI. The Allottee / PURCHASER shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the DUPLEX / VILLA until all the dues payable by the Allottee / PURCHASER to the Promoter / DEVELOPER under this Agreement are fully paid up.
- VII. The Allottee / PURCHASER shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 SCHEME and the DUPLEX / VILLAs therein and for the observance and performance of the SCHEME Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee / PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the DUPLEX / VILLA in the SCHEME and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- VIII. The Allottee / PURCHASER shall permit the Promoter / DEVELOPER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said SCHEMES or any part thereof to view and examine the state and condition thereof.
- IX. The Allottee / PURCHASER shall permit the PROMOTER / DEVELOPER 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 / DEVELOPER shall maintain a separate account in respect of sums received by the Promoter / DEVELOPER from the ALLOTTEE / PURCHASER as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
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 DUPLEX / VILLA or of the said Plot and SCHEME or any part thereof. The Allottee / PURCHASER shall have no claim save and except in respect of the DUPLEX / VILLA 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 / DEVELOPER until the same is transferred as hereinbefore mentioned.
17. PROMOTER / DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE.

After the Promoter / DEVELOPER executes this Agreement he shall not mortgage or create a charge on the *[DUPLEX / VILLA] 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 / PURCHASER who has taken or agreed to take such [DUPLEX / VILLA].
18. BINDING EFFECT : Forwarding this Agreement to the Allottee / PURCHASER by the Promoter / DEVELOPER does not create a binding obligation on the part of the Promoter / DEVELOPER or the Allottee / PURCHASER until, firstly, the Allottee / 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 / PURCHASER and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter / DEVELOPER. If the Allottee / PURCHASER(s) fails to execute and deliver to the Promoter / DEVELOPER this Agreement within 30 (thirty) days from the date of its receipt by the Allottee / PURCHASER and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter / DEVELOPER, then the Promoter / DEVELOPER shall serve a notice to the Allottee / PURCHASER for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee / PURCHASER, application of the ALLOTTEE / PURCHASER shall be treated as CANCELLED and all sums deposited by the ALLOTTEE / PURCHASER in connection therewith including the booking amount shall be RETURNED [AFTER DEDUCTION OF CANCELLATION AMOUNT] to the ALLOTTEE / PURCHASER without any interest or compensation whatsoever.
19. ENTIRE AGREEMENT : 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 / VILLA/SCHEME, 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 ALLOTTEE / PURCHASERS : 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 Allottee / PURCHASERS of the [DUPLEX / VILLA], in case of a transfer, as the said obligations go along with the [DUPLEX / VILLA] 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 hereunder 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 hereunder 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 / PURCHASER has to make any payment, in common with other Allottee / PURCHASER(s) in Project, the same shall be in proportion to the carpet area of the [DUPLEX / VILLA] to the total carpet area of all the [DUPLEX / VILLAs] 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 / DEVELOPER through its authorized signatory at the Promoter / DEVELOPER’s Office, or at some other place, which may be mutually agreed between the Promoter / DEVELOPER and the Allottee / PURCHASER, in after the Agreement is duly executed by the Allottee / PURCHASER and the Promoter / DEVELOPER or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar VADODARA AND OR Notarized with Notary Public at VADODARA. Hence this Agreement shall be deemed to have been executed at VADODARA.
- 26. The Allottee / PURCHASER and/or Promoter / DEVELOPER shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter / DEVELOPER will attend such office and admit execution thereof.
- 27. That all notices to be served on the ALLOTTEE / PURCHASER and the PROMOTER / DEVELOPER as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE / PURCHASER or the PROMOTER / DEVELOPER by Registered Post A.D and notified Email ID / Under Certificate of Posting at their respective addresses specified below :

NAME OF ALLOTTEE / PURCHASER :

.....
.....

(ALLOTTEE / PURCHASER’s Address)

PROMOTER / DEVELOPER NAME :

PEARL DEVELOPERS a partnership firm Office at A-902, Darshanam Central Park, Purshottam Nagar Road, Near Hotel Surya palace, Sayajigunj, Vadodara – 390005.

It shall be the duty of the Allottee / PURCHASER and the Promoter / DEVELOPER 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 / DEVELOPER or the Allottee / PURCHASER, as the case may be.

28. JOINT ALLOTTEE / PURCHASERS : That in case there are Joint Allottee / PURCHASERs all communications shall be sent by the PROMOTER / DEVELOPER to the ALLOTTEE / 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 Allottee / PURCHASERs.

29. STAMP DUTY AND REGISTRATION : The charges towards stamp duty and Registration AND Advocate Fees including out of pocket expenses of this Agreement or time of Sale Deed shall be borne by the ALLOTTEE / PURCHASER.

30. 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, hereunder.

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

SCHEDULE – “A”

(Description of property given in sale)

There is **NON - AGRICULTURAL LAND** within DUPLEX / VILLAge moje **TARSALI** bearing **Revenue Survey No. 495-496 & 450** included in **T.P. Scheme No. 39, F. P. No. 75 & 50**, adm. 13961-00 sq. mtrs. & 1396-00 sq. mtrs. making total 15357-00 sq. mtrs. land the scheme known as **“DARSHANAM PEARL”** has been organized. in the said scheme **DUPLEX / VILLA No.**, admeasuring **Sq. Mt. Plot Area** along with undivided share of common land of common road & common plot area **Sq. Mt. making total area Sq. Mtrs.** and having **total Construction admeasuring Sq. Mtrs. Carpet Area** has decided to be sold to you.

Four boundaries of the DUPLEX / VILLA mentioned above are as under :

East :
West :
North :
South :

SCHEDULE – “B”

FLOOR PLAN OF THE DUPLEX / VILLA AS PER APPROVED MAP

TYPE ; A - B – C
Total 86 UNITS
Ground Floor + First Floor + Second Floor (part) Only

TYPE ; D - E - F - G
Total 41 UNITS
Ground Floor + First Floor + Stair Cabin Only

ANNEXURE – “C”

(Authenticated copies of the plans and specifications of the DUPLEX / VILLA agreed to be purchased by the Allottee / PURCHASER as approved by the concerned local authority)
=== AS PER APPROVED MAP ===

ANNEXURE – D

RERA Certificate No.

ANNEXURE – E

(Specification and amenities for the DUPLEX / VILLA as per Browser)

Amenities	Specifications
<u>LEISURE AMENITIES ;</u> - Attractive Main Gate with CCTV Camera - Security Cabin - Club House with Multipurpose Hall - Well Furnished Guest Suites - Swimming Pool with Wooden Deck - Eco Friendly Environment - RCC Internal Road with Street Light & Decorative Paving - Underground Cabling for Wire Free Look of Campus <u>INDOOR & OUTDOOR AMENITIES ;</u> - Club House with Indoor Games - Home Theater - Gym with Yoga Room - Children Play area with Equipments - Steam Room - Huge Green Landscaped Garden - Walking Track - Designer Senior Citizen Seating - Outdoor Gym in Garden	CONSTRUCTION : All RCC & Brick masonry work as per architects design
	FLOORING : Vitrified flooring, granite kitchen platform with SS sink and glazed tile up to lintel level, parking tiles flooring to each unit in parking area
	FINISHING : Inside – smooth plaster with cement putty, Outside – sandface plaster with exterior paints
	ELECTRIFICATION : Concealed electrification with branded modular switches with ISI cooper wiring
	PLUMBING : Concealed plumbing work with PVC pipe for water & drainage
	DOOR : Decorative main door & all other laminated flush doors with wooden frames
	WINDOWS : Fully glazed aluminum windows with MS safety bar
	WATER SUPPLY : Overhead & underground water tank

Received of and from the ALLOTTEE / PURCHASER above named the **sum / Token Amount** mentioned above in agreement on execution of this agreement towards Earnest Money Deposit or application fee I say received.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at **VADODARA** (city/town name) in the presence of attesting witness, signing as such on the day first above written.

EXECUTOR / LAND OWNER / FIRST PARTY / VENDOR / LAND OWNERS:

Ashwinkumar Natubhai Patel

SECOND PARTY / DEVELOPER / PROMOTER :

PEARL DEVELOPERS, a partnership firm
through its partner

Samir Rameshchandra Agrawal

Witness;

1.....

2.....