

(DRAFT) ----- DREAM
PROFORMA OF AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“this Agreement”) made at Ahmedabad this _____ day of _____, Two Thousand Seventeen BETWEEN SHRINIVAS ORGANISORS PVT. LTD., (PAN: AAMCS5787M), a Company formed and registered under the law relating to Companies, having Corporate Identity No. U45201GJ2008PTC055562, Address: Block-O Mondeal Retail Park, Near Rajpath Club, S. G. Highway, Ahmedabad – 380 054, hereinafter called “THE PROMOTER” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part
AND

hereinafter called "THE ALLOTTEE" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include (in case of individual) his / her / their respective heirs, legal representatives, executors, successors and permitted assigns, (in case of HUF) its coparceners and members as at present and from time to time, and their respective heirs, executors, successors and permitted assigns, (in case of Trust) its Trustees, beneficiaries and office bearers as at present and from time to time and permitted assigns, (in case of Partnership firm) its partners as at present and from time to time, and the heirs and legal representatives of the last surviving partner and permitted assigns, (in case of Company) its successors and permitted assigns) of the Other Part.

WHEREAS the Promoter has proposed development of Township Project on the lands situate at Santej / Rakanpur (sim), Taluka Kalol, in the Registration District Gandhinagar and Sub District Kalol, bearing Survey Nos. 973 and others ("Township Land/s"), known or described as "Super City" Township, proposed to be put up in different phases.

AND WHEREAS the Promoter inter-alia, as part of Township is developing residential bungalows (Hereinafter referred to as the "Project") on part of the Township Land of Santej (sim), more particularly described in the Part-A, First Schedule hereunder written (Hereinafter referred to as the "Project Land"). The Project has different designs of bungalows, separately described as Scheme "Dream".

AND WHEREAS in-principle Permission by Government of Gujarat for the proposed development of Township Project as per order, dated 29th September, 2012 is issued by Officer on Special Duty and Ex-officio, Joint Secretary, Urban Development and Urban Housing Department ("Order") (as per powers conferred upon it in sub-clause (ii) of Sub Section-1 of Section 29 of The Gujarat Town Planning and Urban Development Act, 1976 (Hereinafter referred to as the "Act")) in accordance with the terms and conditions contained in the Schedule in the said order.

AND WHEREAS Master Plan envisaged in the said Order, of Township is given in Principle Permission by Ahmedabad Urban Development Authority (AUDA) as per its Intimation, dated 16th August, 2013 given to the Developer, bearing No. 08370, on the terms and conditions contained therein.

AND WHEREAS the Promotor holds Project Land / holds Joint Development Rights in respect thereof acquired by it from the Owners thereof under Joint Development Agreements as per details given in Part-B, First Schedule hereunder written.(Hereinafter referred to as the “ Joint Development Agreements”).

AND WHEREAS the Promoter has been granted Development Permission, dated 25th May, 2017, bearing No.PRM/2612/2017/291, issued by Ahmedabad Urban Development Authority, inter-alia, of the said Project on the Project Land.

AND WHEREAS the Promoter are entitled and enjoined upon to put up Project on the Project Land. The Promoter is in possession of the Project Land.

AND WHEREAS the Allottee has desired to purchase Bungalow bearing number _____, more particularly described in the Second Schedule hereunder written. (Hereinafter referred to as the said “Bungalow”) being constructed in the said Project, by the Promoter.

AND WHEREAS the Promoter has registered the Project under the provisions of The Real Estate (Regulation and Development) Act, 2016 (Hereinafter referred to as the “Said Act”) with the Real Estate Regulatory Authority at No. _____, dated _____, authenticated copy is attached as Annexure “A” hereto.

AND WHEREAS by virtue of the Development Agreements, the Promoter has sole and exclusive right to sell the bungalow in the said Project to be put up by the Promoter on the Project Land and to enter into agreement/s with the allottee(s)/s of the bungalows and to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Project Land and the said plans, designs and specifications prepared by the Promoter's Architects Messrs Jharana Nagori and of such other documents as are specified under the Said Act and the Rules and Regulations made thereunder and the Allottee 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 showing the nature of the title of the owners and Promoter as developer as per Development Agreement to the Project Land on which the bungalows are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect of the same.

AND WHEREAS the authenticated copies of the plans above referred to as approved by the concerned authorities have been inspected by the Allottee.

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

AND WHEREAS the authenticated copy of the plans and specifications of the Bungalow agreed to be purchased by the Allottee has been annexed and marked as Annexure "B".

AND WHEREAS the Promoter has got the approvals as aforesaid from the concerned local authority(s) to the plans, the specifications, elevations, sections of the said Bungalow, and shall obtain the balance approvals as applicable and required from various authorities from time to time, so as to obtain Building Use Permission of the said Bungalow.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and to put up the Project and, upon due observance and performance of which the Building Use Permission in respect of the said Bungalow shall be granted by the concerned authority.

AND WHEREAS the Promoter has accordingly commenced implementation of the Project in accordance with the said sanctioned plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of Bungalow in the Project, being No. _____, of the said Project.

AND WHEREAS the carpet area of the said Bungalow is _____ square meters /sq.yds./ square feet and “carpet area” means the net usable floor area of Bungalow, 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 Bungalow.

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

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

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

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

1. The Promoter shall construct the said Bungalow 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 shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may

adversely affect the Bungalow of the Allottee except any alteration or addition required by any Government authorities, sanctioning authority or any public authority or due to change in law.

- 1 (a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Bungalow No. of the carpet area admeasuring sq. metres/sq. yds./ sq. feet, subject to variation cap of three percent, more particularly described in the Second Schedule hereunder written (hereinafter referred to as "the Bungalow") for the consideration of Rs. including the proportionate price of the common areas and facilities appurtenant to the Bungalow, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule hereunder written.
- 1 (b) The Allottee has paid on or before execution of this Agreement a sum of Rs. _____/- Rupees _____ only) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____ only) in the following manner, selected from the different payment options given by the Promoter.

Mode of Payment

- 1(c) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, GST, Service Tax, Cess or any other, further or 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 Bungalow, which shall be separately payable

by the Allottee in the manner as may be demanded by the Promoter.

- 1(d) 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 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(e) The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at ____ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any repeat / revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Bungalow is complete and the Building Use Permission (“BU Permission”) 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.
- 1(g) 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 hereby agrees to observe, perform and comply with all the applicable 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 Bungalow to the Allottee, obtain from the concerned local authority Building Use Permission in respect of the Bungalow.

- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Bungalow to the Allottee and the common areas to the association of the allottees after receiving the Building Use Permission.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her as provided in clause 1(b) herein above. ('Payment Plan") and meeting the other obligations under the Agreement.

3. The Allottee shall, at all times, abide by and be entitled to only Floor space Index (FSI) which has been utilized for construction of Bungalow, including for any future reconstruction or otherwise regardless of the net area or the chargeable area of the land related to Bungalow. The Prospective Purchaser shall not be entitled to ask for any further FSI nor shall be entitled to carry out any additional or further construction and shall not make any alterations or changes in construction or design thereof.
- 4.1 If the Promoter fails to abide by the time schedule for completing the Project and handing over the Bungalow to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest at the rate of 12% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of 12% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and

other outgoings), on the Allottee committing three defaults of payment on installments, the Promoter shall at its own option may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the E-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement Promoter shall refund to the Allottee within a period of thirty days of the termination, the installments of sale consideration of the Bungalow which may till then have been paid by the Allottee to the Promoter after adjusting 25% of the Consideration as liquidated damages. If the installments of sale consideration paid till then by Allottee is less than 25% of the Consideration, then Promoter will be entitled to recover the balance amount from the Allottee, and Allottee shall pay the same to Promoter within a period of 30 days of termination. Upon issue of notice of termination, the Allottee will have no claim of any nature whatsoever against the Promoter or in respect of the Unit and generally under this Agreement, save and except the amount to be received by the Allottee from the Promoter, if any, as above.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter at its option in the said Bungalow are as set out in Annexure "C", annexed hereto.
6. The Promoter shall give possession of the Bungalow to the Allottee on or before day of 201____. If the Promoter fails or neglects to give possession of the Bungalow to the Allottee by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Bungalow with interest at the same rate of 12% mentioned in the clause 4.1 herein above from the date the Promoter

received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Bungalow on the aforesaid date, if the completion of Bungalow is delayed on account of –

- (i) force majeure conditions, like war, civil commotion or act of God or any other.
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) any concerned competent authority/ies, refusing, withholding, denying, delaying the grant of necessary approvals, or revoke, cancel, or suspend the approvals already granted for the said Project.
- (iv) any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority/ies becoming subject matter of any suit / writ before a competent court or;
- (v) on account of reasons beyond the control of Promoter and of its agents.

7.1 PROCEDURE FOR TAKING POSSESSION:

The Promoter shall notify the Allottee about receipt of Building Use Permission of the said Project, within a period of 7 days from grant of Building Use Permission from the competent authority. The Allottee shall take possession of the Bungalow from the Promoter, within a period of 15 days, from date when the said Bungalow is notified in writing to be ready for delivery and possession to the Allottee by making all balance payments as per this Agreement. In any event within a period of three months from the date of issue of Building Use Permission, the Allottee shall make balance payments, and against such payments, Promoter to hand over possession of the Bungalow to the Allottee, and to execute and register Deed of Conveyance in favour of the Allottee. The Allottee agrees to pay the

maintenance charges from the date when the said Bungalow is notified to be ready for delivery of possession to the Allottee.

7.2 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF BUNGALOW:

Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Bungalow from the Promoter by executing necessary indemnities, undertakings, Sale Deed and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Bungalow to the Allottee within the time prescribed in 7.1 above. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee, without prejudice to Allottee's other obligations and consequences under this Agreement and without prejudice to Promoter's other legal rights and remedies shall continue to be liable to pay maintenance charges as applicable, and the Bungalow thereafter will be at the risk and consequences of Allottee.

7.3 If within a period of five years from the date of handing over the Bungalow to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Bungalow or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter or beyond the control of the Promoter.

8. The Allottee shall use the Bungalow or any part thereof or permit the same to be used only for purpose of residence.

9.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Bungalow is ready for possession, use and occupancy, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the Project Land and Project, 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 Project. Until the Society is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by Promoter. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution as may be fixed by the Promoter towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and will be used towards outgoings. Accumulated surplus, if any will be finally transferred to the Society. Deficit if any will be made good by the Allottee.

10. Over and above the amounts mentioned in the Agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.
11. The Allottee shall pay to the Promoter or to its order such amount as may be fixed by the Promoter 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 Society or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance and other documentation work.
- 12.(1) The Promoter and Allottee in the matter of legal documentation work of transfer and vesting of the Bungalow, common areas and facilities, etc. will be guided by the Attorney-at-Law or Advocate to the Project. The final transfer and vesting document/s – Sale Deed/s– Conveyance of the Bungalow in favour of the Allottee, common areas and facilities, etc. to be handed over to the association of allottees, Society, will be prepared by the Attorney-at-Law or Advocate to the Project in accordance with the terms of this Agreement and applicable provisions of the said Act, rules, regulations, policy and guidelines that may be framed thereunder. The Allottee shall pay stamp duty, registration charges and all other cost, charges and expenses, that may be required to be paid, spent or

incurred with respect to the Sale Deed / Conveyance of the Bungalow in favour of the Allottee.

- (2) If the legal transfer documents involve registration of conveyance, of common areas, spaces, amenities, as per Township rules, regulations, etc. The Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges on such conveyance or any document or instrument of transfer.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Promoter as developer has clear and marketable title with respect to the Project Land; and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project.
- ii. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.
- iii. There are no encumbrances upon the Project Land or the Project.
- iv. There are no litigations pending before any Court of Law with respect to the Project Land or Project.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said Bungalow 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 Bungalow shall be obtained by following due process of

law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, and Bungalow.

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
 - vii. The Promoter has not entered into any further development agreement or any other agreement/ arrangement with any person or party with respect to the Project Land, including the Project and the said Bungalow which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Bungalow to the Allottee in the manner contemplated in this Agreement.
 - ix. the Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;
 - x. 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 in respect of the Project Land and/or the Project.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Bungalow may come, hereby covenants with the Promoter as follows:-
- i) To maintain the Bungalow at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Bungalow is taken and shall not do or suffer to be done anything in or to the Bungalow which may

be against the rules, regulations or bye-laws or change/alter or make addition in or to the or any part thereof without the consent of the local authorities, if required.

- ii) Not to store in the Bungalow any goods which are of hazardous, combustible or dangerous nature.
- iii) To carry out at his own cost all internal repairs to the said Bungalow and maintain the Bungalow in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything, 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv) Not to demolish or cause to be demolished Bungalow 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 Bungalow or any part thereof, nor any alteration in the elevation and outside colour scheme of the Bungalow and shall keep the portion, sewers, drains and pipes in the Bungalow and the appurtenances thereto in good tenantable repair and condition.
- v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project and other bungalows, or whereby any increased premium shall become payable in respect of the insurance.
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Bungalow in the common areas, roads and common portions of the Project.
- vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water,

electricity or any other service connection to the Project / Township in which the Bungalow is situated.

- viii) 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 Bungalow by the Allottee for any purposes other than for purpose for which it is sold.
- ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Bungalow until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and permission is granted by the Promoter / Society. The condition that may be imposed for grant of permission shall be binding upon Allottee.
- x) The Allottee shall observe and perform all the rules and regulations which the Society 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 Township / Project and generally for the common object and purposes, 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 shall also observe and perform all the stipulations and conditions laid down by the Society / Apex Body/Federation regarding the occupancy and use of the Bungalow in the Project / Township and shall pay and contribute regularly and punctually towards the taxes, expenses maintenance or other out-goings in accordance with the terms of this Agreement.

- xi) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Bungalow or any part thereof to view and examine the state and

condition thereof. The Allottee shall without delay, at his cost and expenses carry out and want or defects pointed out to Allottee.

- xii) The Allottee shall permit the Promoter / Society 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 and do all such work, matters and things the Promoter may for the purposes of Project or Township or otherwise may deem fit.
- xiii) “Bungalow” shall mean the self contained construction of residential Bungalow with related land, more particularly described in Second Schedule hereunder written and only related FSI used for the same.
- xiv) The Allottee shall, at all times, abide by and be entitled to only Floor space Index (FSI) which has been utilized for construction of Bungalow. The Allottee shall not be entitled to ask for any further FSI or carry out any more additional or further construction and shall not make any alterations or changes in construction or design thereof.
- xv) The Consideration and/or transaction covered by this Agreement may at present or in future become liable to tax, cess, duty, etc. under any direct or indirect tax laws or similar other laws, by reason of any law or on account of by judicial pronouncement or any amendment to the Constitution or enactment or amendment of any other law, Central or State, or otherwise for any inputs of materials or equipments used or supplied in execution of or in connection with this transaction, the same shall be payable by the Allottee on demand at any time, over and above the Consideration.
- xvi) The consideration – price of the Bungalow is one compact and composite consideration – price. The Allottee shall not be entitled for any running or final bill or estimate of land contribution, construction contribution, common development or any other separate detailed particulars of the

Consideration. However, the Promoter for relevant purposes of accounting or other requirements may split the same into different components for different account purpose.

- xvii) If the Allottee shall desire to obtain housing loan from any financial institution / bank (the “Institution”) to be disbursed as per progress of the work or otherwise, by the Institution directly to the Promoter, the Promoter will be entitled to claim and receive such payment directly from the Institution and the Allottee hereby give irrevocable consent for the same to Promoter and Institution. Such disbursements made by the Institution to the Promoter shall be debited by Institution to his housing loan account and to be received by Promoter towards the Consideration and other amounts to be received under this Agreement.
- xviii) All right, title and interest of the Allottee is restricted to and to be read, understood and interpreted in relation to the Said Bungalow only, and all other constructed/covered or uncovered open spaces/areas/portions, open margin lands, infrastructure, developments, amenities, facilities & services shall belong to the Promoter except land specifically allowed for occupation and enjoyment to the Allottee and subject to right of the Allottee to use amenities, facilities and services that may be reserved for common use of all Allottees of the said Project, and not specifically given to the Allottee or any Allottees of the Project.
- xix) The Allottee, with respect to the Common Amenities and the Township Infrastructure shall have the right to use and enjoy the same and such of them in such manner as may be rendered, administered and controlled by the Promoter / O & M Company / Service Society.
- xx) The said Township of which the said Project forms part of also includes other multistoried residential apartments, bungalows / Bungalows, retail malls, club, parks, play grounds, commercial development, etc. The Project work to fully and finally complete will extend beyond the handing over of the Bungalow to the Allottee and the work of implementation and completion of the Project and said

Township in general will be in progress and continuing. The Allottee will not raise any dispute or grievance as inconvenience, discomfort, nuisance or annoyance for such progress and continuation of the work nor shall make any claim in respect thereof. The Allottee agrees to extend his all cooperation in completion of the Project and the said Township in general and for the related work, sales, marketing, etc.

- xxi) The over-all control and management of the said Township, implementation thereof, power to sell the Bungalows and other premises all and every other related matters, in general shall be that of the Promoter and the decision of the Promoter in all related matters shall be final and binding upon the Allottee herein and all other Allottees in the said Township.
- xxii) The Promoter / O & M Company / Service Society or any other Estate Management Agency (“EMA”) under authority or agreement with Promoter / O & M Company / Service Society will set up rules and regulations for the said Township pertaining to allocation, distribution, management, use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement of the Common Amenities and/or Township Infrastructure to be applicable to the Allottee in such manner as may be decided by it. The same shall be binding upon the Allottee.
- xxiii) Any arrangement that may be worked out for the matters relating to the Common Amenities and the Township Infrastructure, including fixing of Project Maintenance Charges, Township Infrastructure Maintenance Charges, rules and regulations regarding use, occupation and enjoyment of the Common Amenities and the Township Infrastructure, and other matters and things of common interest, by the Promoter shall be binding upon the Allottee.
- xxiv) The Developer may make such variation, changes, additions, omissions or alterations in the said Project or Township which shall not adversely affect the Bungalow.

- xxv) As regards use of the Bungalow, the Allottee agrees that
- i) The Allottee shall not use the Bungalow or permit the same to be used for any purpose, other than residence, which may or is likely to cause nuisance or annoyance to other occupiers of the said Township or is illegal, immoral or is prohibited by law.
 - ii) The Allottee will not use or permit to be used the Bungalow or any part thereof for commercial purpose, including without limitation, hotels, restaurants, eatery, dairy, club, gymkhana, consultation, nursing home or hospital, laboratory, video game parlor, beauty parlor, cyber cafe, tuition and coaching classes, garage, services and repair of vehicles, office of the trade union or political parties or to put any hoarding, neon-sign lights, advertisement or tower on any part of the bungalow, terrace or open land.
- xxvi) The Allottee shall ensure that any document required to be signed by the Allottee is to be returned to the Promoter immediately without any delay on the receipt of such document by the Allottee, duly signed at all places marked for signatures.
- xxvii) The right and interest of Allottee is limited to said Bungalow and Floor Space Index (FSI) referring to construction of such Bungalow. All and every balance FSI, additional FSI, floating FSI, transferable FSI, or any right to purchase additional FSI as per or under the Township Regulations, Regulatory Provisions or generally available shall belong to the Promoter and may be used in any development in Township or any other place.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee 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 outgoings, legal charges and shall utilize the amounts only for the purpose 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 Bungalow or any part thereof. The Allottee shall have no claim save and except in respect of the Bungalow hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned in accordance with said Act, rules and regulations that may be framed thereunder.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Bungalow 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 who has taken or agreed to take such Bungalow.

18. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and Annexures along with the payments due as stipulated in the Payment Plan without any delay and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 8 (eight) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever within 30 days of cancellation.

19. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitute the entire Agreement between the Parties with respect to the subject matter hereof.

20. RIGHT TO AMEND:

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

21. PROVISIONS OF THIS AGREEMENT APPLIABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES:

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

22. SEVERABILITY:

The Model form of Agreement for Sale proposed by the Government of Gujarat under the Rules framed by it under the said Act has been adopted, and has been modified to incorporate the agreement and terms agreed upon between the Promoter and Allottee, being this Agreement. The parties hereto accept the same. However, if any provision of this Agreement shall be determined to be void or unenforceable under the said 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 said 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 has to make any payment, in common with other allottee(s) in Project, the same shall be in proportion to the net area of the land related to Bungalow to the total area of all the Project Land or carpet area of the Bungalow to the total Carpet Area of all bungalows in the Project as the case may be.

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 through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, and after the Agreement is duly executed by the Allottee and the Promoter 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 Ahmedabad.

26. WAIVER:

Any delay by the Promoter in enforcing the terms of this Agreement or any forbearance or giving time to the Allottee shall not be considered as a waiver on the part of the Promoter of the Allottee nor shall the same in any manner prejudice the remedies of the Promoter.

27. SURVIVAL:

Termination of this Agreement (a) shall not relieve the Allottee of any obligations herein which expressly or by implication survives termination hereof, and (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of the Allottee, shall not relieve the Allottee of any obligations or liabilities for loss or damage to the Promoter arising out of or caused by acts or omissions of the Allottee prior to the effectiveness of such termination or arising out of such termination.

28. REGISTRATION:

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

29. NOTICES:

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

_____	Name of Allottee
_____	(Allottee's Address)
ID	Notified E-mail
_____	Name of Promoter
_____	(Promoter's Address)
ID	Notified E-mail

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

- 30.1 That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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.
- 30.2 In case the Allottee is joint, the first named Allottee alone will be able to represent their interest and other joint Allottee shall not have any independent or separate voice/rights.
- 30.3 All consents, confirmations etc. if and when required of the joint Allottee, the same shall be deemed to have been sufficiently given and received from the first of such joint Allottee. However, it has been agreed that for the purpose of the sale, mortgage, transfer, rent/lease/leave and license, etc. the signatures of the all the joint Allottees shall be required.
- 30.4 Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Allottees. All notices, communications, etc. may be addressed by the Promoter to the first of such joint Allottee.
- 30.5 The Allottee inter-se shall not be entitled to subdivide the said Bungalow, the intent being the said Bungalow shall stand in the names of the joint Allottees as one single unit.

31. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

32. 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.

33. 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.

34. NAME OF PROJECT:

The Schemes shall always be known as Pride / Glory / Grand / Super plaza and this name shall not be changed without the express written permission of the Promoter. However, the Promoter may change the name of the Scheme at any time.

35. ADVERTISEMENT

The Promoter has declared and announced its scheme by issuing brochures and publishing in different mediums. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.

36. FOREIGN REMITTANCES:

The Allottee agrees that in respect of any remittances, or transfer of money is attracted by the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and rules and regulations of Reserve Bank of India or any other applicable law shall be the sole responsibility of the Allottee, and all concerned. The Promoter accepts no responsibility in respect thereof.

37. NO POSSESSION:

No possession of the Bungalow before or at the time of execution of this agreement is handed over by the Promoter, and such possession will be handed over only at the time as provided under the terms hereof.

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

:-THE FIRST SCHEDULE ABOVE REFERRED TO:-

PART-A
(Project Land)

ALL THOSE pieces and parcels of lands or grounds, hereditaments and premises situate at Santej (sim), Taluka Kalol, in the Registration District Gandhinagar and Sub District Kalol, bearing Block Numbers and Area as per particulars below.

Sr. No.	Block No. of and from land is given	land In Sq.mts.
1	950	1144.00
2	953	1591.00
3	955	617.00
4	956	2497.00
5	957	2482.00
6	958	066.00
7	959	336.00
8	962	4130.00
9	963	951.00
10	964	1730.00
11	965	2259.00
12	966	1137.00
13	967	13.00
14	968	3255.00
15	969	5130.00
16	977	653.00
17	983	1725.00
18	984	2497.00
19	985	1098.00

20	986	1542.00
21	994	4876.00
22	996	768.00
23	2230	4043.00
	Total	44540.00

Note:

- a) The Lands at Sr. Nos. 4, 9, 11, 18, 21, and 23 are the lands of whole Block Number and remaining lands are part of the Block Numbers.

PART-B

(Details of Joint Development Agreements)

Joint Development Agreement, dated 05.09.2017, registered under Sr. No.7061, made between Shri Yagnesh K. Patel and Shri Kandarp K. Patel as owners and the Developer herein as developer of the Scheme Lands, more particularly described in the First Schedule hereinabove written.

:-THE SECOND SCHEDULE ABOVE REFERRED TO:-

ALL THAT Bungalow No. _____, Type “_____”, of Scheme Dream of Super City Township, construction area _____ Sq.ft./sq. yds./sq. mtrs. Super Builtup area equivalent to _____ Sq.ft./sq.yds./ Sq.mts. carpet area, with related land area _____ Sq.ft./sq. yds./ Sq.mts. (Gross Area which consist of undivided share in Common Areas) and the

Bungalow with land area is delineated with red colour boundary line on the plan annexed herewith.

-:THE THIRD SCHEDULE ABOVE REFERRED TO:-

(Details of common areas and facilities)

SIGNED, SEALED & DELIVERED)
BY THE WITHIN NAMED:)
SHRINIVAS ORGANISORS PVT.)
LTD.)
Through its Director / Authorised)
Signatory)
)
)

In the presence of :)

SIGNED AND DELIVERED)
BY THE WITHIN NAMED:)
)
)
)
In the presence of :)

ANNEXURES

ANNEXURE “A”

(Authenticated copy of Real Estate Regulatory
Authority Certificate)

ANNEXURE “B”

(Authenticated copy of plan and specifications of Bungalow)

ANNEXURE “C”

(Details of fixtures and fittings
with flooring, sanitary fittings and amenities)

SCHEDULE AS PER SECTION 32 (A) OF REGISTRATION ACT.

PROMOTER AFORESAID

SHRINIVAS ORGANISORS PVT. LTD.
through its Director

Shri Yagnesh Kanchanbhai Patel

ALLOTTEE AFORESAID

DATEDTHIS DAY OF 2017

SHRINIVAS ORGANISORS PVT.
LTD.

AND

AGREEMENT FOR SALE

M/S. H.DESAI & COMPANY
SOLICITORS AND ADVOCATES

226-229, Ellisbridge Shopping
Centre, Opp. M. J. Library,
AHMEDABAD-380006.
Tel. Nos. 26578598,
26578281, 26579460
File No. Bjm/130/2014

130AFS1B.14(RERA) (Final)



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