

DRAFT

AGREEMENT FOR SALE

THIS AGREEMENT is made at Vadodara this _____ day of _____ in the year Two Thousand and _____ by;

M/s. Tia Reality, a Partnership Firm, registered under the Partnership Act, 1932, being represented by its Managing Partner Mr. Viral M. Sheth, Age: Adult, Occupation : Business, Having Office at; FOUR AVENUES, Behind Sears Towers, Sevasi khanpur road, Old R S No. 17, Block No. 15, F P No. 64, Sevasi khanpur T P No. 1, Vadodara - 391101.

(hereinafter collectively called "the Seller" (which expression shall unless it be repugnant to the context or meaning thereof include the partner of partners for the time being of the said firm or their respective heirs, executors, administrators and assigns or the heirs, executors, administrators and assigns of the last surviving partner) of the FIRST PART.)

(hereinafter called "the Seller's" of the FIRST PART.)

AND

- 1. _____ and**
- 2. _____**

an/ both/ all Indian inhabitant(s)/person(s) of Indian origin, having his/her/their common address at _____ and herein after referred to as the "Purchaser(s)"(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual, his/her/their respective heirs, executors and administrators, in case of Partnership Firm, its Partners, the survivors or survivor of them and the heirs, executors and administrators of the last survivor and in case of a Company/Body Corporate its successor in law and permitted assigned) of the SECOND PART.

W H E R E A S:

- (1) The party of the first part is owner of land admeasuring 3627 Sq. Mtrs. bearing Old R S No. 17, Block No. 15, F P No. 64, Sevasi khanpur T P No. 1, Tal. & Dist. Vadodara. (hereinafter referred to as "The Land") (More Particularly Described in Schedule-1 hereunder).***
- (2) Further the party of the first part intend's to construct Residential Flats & Commercial Shops under the name of "FOUR AVENUES" over the said land consisting of Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth floor, Nineth floor, Tenth Floor, Eleventh Floor, Twelveth Floor and terrace.***
- (3) The land owners received permission for construction issued by Vadodara Urban Development Authority(VUDA).***
- (4) The owners have provided on demand of the party of the second part the inspection of all the title document relating to the property and the permission issued by Concerned Authorities, the sanction lay out plan, design and specification prepared by the Architect and Structural Engineer. Moreover, the party of the first part has also provided all other relevant documents specified under the Real Estate and Regulation & Development Act, 2016 and the rules made there under.***
- (5) The party of the first part has commenced the construction of the Flat in accordance with the sanction plan and the purchaser has requested and the owners have agreed to allot the Flat No..... admeasuring sq.fts. carpet area as per the RERA and on or about sq.mtrs. equivalent to the sq. Fts. of "FOUR AVENUES".***
- (6) It is decided between the parties to allot the Flat No..... admeasuring sq.fts. in consideration of Rs..... In consonance of the said agreement between the parties, the party of the second part has paid an amount of Rs..... towards advance deposit as per the details given below towards the part payment of sale price of the Flat agreed to be sold by the owners. The receipt whereof has been given by the owners.***
- (7) This Agreement is entered into subject to the terms and conditions hereto before or after recited, documents referred to herein and the terms and conditions imposed by the concerned authorities and also subject to various modifications as may be approved by the authorities/ other public authorities from time to time;***

(8) AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority Gujarat vide no _____; authenticated copy is attached in Annexure ‘_’.

(9) In the above circumstances, the parties hereto have agreed to execute this Agreement as hereinafter appearing.

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

- 1. The recitals contained above form an integral and operative part of this Agreement, as if the same were set out and incorporated herein seriatim. The Purchaser(s) hereby confirm/s that he/she/they has/have fully read and understood the foregoing recitals and has/have agreed that the owners shall be entitled to develop the Property. The Purchaser(s) also confirm/s, agree/s and declare/s that the consideration agreed to be paid by them under this Agreement, is in respect of the Flat, right to the parking and also in the common fixtures, fittings and certain amenities and he/she/they shall have no right or claim and/or will not make any claim on any other portion of the Property or any part thereof.**
- 2. The Owners have the sole and exclusive rights in all that piece and parcel of the said Land more particularly described in the First Schedule hereunder; and shall construct the Flat, to be known as “FOUR AVENUES” consisting of and more particularly described in the Second Schedule hereunder written (hereinafter referred to as the “Project”), in accordance with the plans, designs and specifications sanctioned by VMSS and other concerned authorities from time to time. As per plan, the owners have numbered Flat.**
- 3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 10472.50 square meters only and Promoter has planned to utilize Floor Space Index of 10470.16 square meters by availing of FSI available on payment of premiums as mentioned in the Development Control Regulation or, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.**
- 4. If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment] 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 State Bank of India highest Marginal Cost of Lending Rate plus 2 percent 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 State Bank of India highest Marginal Cost of Lending Rate plus 2 percent 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.

5. The Purchaser(s) hereby agree(s) to purchase from the owners and the owners hereby agrees to sell to the Purchaser(s), subject to the provisions of these presents, Flat No. measuring on or about ____ sq. mtr. of carpet area as per RERA and on or about ____ sq.mtr. (equivalent to ____ sq. ft.) of carpet area as per sanctioned plans of Carpet Area, _____ Sq. Ft. Of balcony / verendah & / or ____ sq. Ft. Of open terrace (hereinafter referred to as the "Flat") shown by red boundary line on the floor plan being Annexure hereto in the project together with the right to use, occupy, possess and enjoy common areas, amenities and facilities to be provided by the owners to the Purchaser(s) as more particularly described in the Fourth and Fifth Schedules here under written TOGETHER WITH the proportionate undivided share, right, title and interest in the common areas, of the Building, amenities and facilities as intended to be used in common with the owners and/or the nominee/s /allottee/s /transferee/s of the owners (all of which are hereinafter collectively referred to as "the Premises") at or for total consideration amount of Rs. _____/- (Rupees _____ only)(hereinafter referred to as the "Total Consideration").
6. **The Purchaser(s) is/are aware that the Purchaser(s) is/are required to deduct tax at source (TDS) in accordance with the applicable rates as per the Income Tax Act, 1961. The Purchaser(s) shall pay the tax deducted to the Government and deliver the relevant TDS certificate, challans, receipts and other relevant documents relating to each payment, to the owners as per the provisions of the Income-tax Act, 1961 and the rules made there under. Any delay in making the payment and/or taxes as aforesaid, the Purchaser(s) shall be liable to pay the interest and/or any penalty levied by the concerned authority/ies in respect thereof.**
7. **The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per**

the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 6 of this Agreement.

- 8. The Purchaser(s) agree/s to pay to the owners the Total Consideration in the manner provided herein Annexure hereto and all other amounts which become due or payable by the Purchaser(s) on the dates mentioned in the intimation letter/demand notice. The total consideration is escalation free; save and except escalations and/or increases, due to increase on account of development charges payable to the competent authorities and/or any other increase in charges which may be levied or imposed by the competent authorities/ local bodies/ Government from time to time. The owner undertakes and agrees that while raising the demand on the Purchaser(s) for increase in development charges, costs, or levies imposed by competent authorities/ local bodies/ Government from time to time, etc., the owners shall enclose the said notification/ order/ rule/regulation published/ issued in that behalf to that effect along with the demand letter raised on the Purchaser(s).***
- 9. The owners may, in its sole discretion, may allow a rebate for early payments payable by the Purchaser(s) by discounting such early payments for the period for which the respective instalment has been prepaid on mutually agreed terms. The provision for allowing rebate and rate of such rebate shall not be subject to any revision/withdrawal once granted to the Purchaser(s).***
- 10. Time is essence for the owner as well as the Purchaser(s). The owners shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser(s) and the common areas to the association of the Purchaser(s) after receiving the occupation certificate. Similarly, the Purchaser(s) shall make timely payments of the instalment and other dues payable by him/her/them and fulfil other obligations under this Agreement.***
- 11. Without prejudice to the other rights of the owners under this Agreement and/or in law, the Purchaser(s) shall be liable to pay to the owners an interest @ State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum on all amounts due and payable by the Purchaser(s) under this Agreement, if such amounts remain unpaid after becoming due and payable. The right of the owners to receive interest as aforesaid shall not entitle the Purchaser(s) to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the owners of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Purchaser(s).***

- 12. Without prejudice to the right of owners to charge interest upon the Purchaser(s) committing default in payment on due date of any amount due and payable by him/her/them (including proportionate share of taxes levied by concerned local authority and other outgoings) and upon the Purchaser(s) committing three defaults of payment of instalments, the owners shall at its own discretion, may terminate this Agreement; Provided that the owners shall give notice of fifteen days in writing to the Purchaser(s) by Registered Post AD or by e-mail at address provided by him/her/them, of owner's 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 Purchaser(s) fail to rectify the breach or breaches mentioned therein within the period of notice then at the end of such notice period, owners shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, owner shall refund to Purchaser(s) amount paid by him/her/them without any interest (subject to adjustment and recovery of advance deposit, brokerage paid and taxes or any other amounts paid as liquidated damages) within a period of thirty days of the termination of this Agreement. Upon termination the owners shall be free to allot the said Flat to any person(s) of their choice and the Purchaser(s) shall have no objection thereto. On cancellation/termination, Purchaser(s) shall have no claim of any nature whatsoever against owners except in respect of the balance amount payable if any.**
- 13. The owners shall offer possession of the said Flat to the Purchaser(s) within 60 days from receipt of occupation certificate from competent authority; PROVIDED THAT all the amounts due and payable by the Purchaser(s) under this Agreement are paid to the owners. The owners shall inform the Purchaser(s) by written notice that the Premises are ready for use and occupation and the Purchaser(s) shall take possession of the Flat within 15 days from the date of such intimation and shall execute necessary indemnities, declarations, undertakings and such other documents as may be informed by the owners. In case the Purchaser(s) fails to take possession of the Flat within 15 days from the date of written notice, the Purchaser(s) shall be liable to bear and pay all premium, taxes and charges for electricity and other services and the outgoings including but not limited to maintenance charges payable in respect of the Flat from the date of receipt of occupation certificate.**
- 14. Within a period of five years from the date of handing over the possession of the said Premises to the Flat Purchaser(s), the Purchaser(s) or the Society as the case may be brings to the notice of the owners any structural defect or any defects on account of quality or provision of service, then, wherever possible such defects shall be rectified by the owner at his own cost and in case it is not possible to rectify such defects, then the Purchaser(s) shall be entitled to receive from the owners, compensation for such defect in the manner as provided under the Act.**

PROVIDED FURTHER THAT, the owners shall not be held liable or responsible in the event any damage or defect is caused to the Project or any part thereof on account of the changes, alterations or additions made by the Flat Purchaser in his / her / their Premises.

- 15. The possession of the Premises shall be delivered by the owners to the Purchaser(s) by 31st December, 2022. The owners shall be entitled to a reasonable extension of time if they are unable to deliver the possession of the Premises by the aforesaid date, if the completion of the project is delayed, by reason of war, civil commotion or any act of God or if any notice, order, rule or notification of the Government and/or any other public or competent authority or Court or for any other reasons beyond the control of the owners. If, for any reason, the owners are unable or fail to give possession of the Premises to the Purchaser(s) within the time period specified herein above, or within any further time period, and not on account of reasons mentioned herein above, then in such case, (i) the Purchaser(s), who intends to withdraw from the Project, shall be entitled to give notice to the owners terminating the Agreement, in which event, the owners shall after the receipt of such notice, refund to the Purchaser(s) within 30 days of notice, the amounts that may have been received by the owners from the Purchaser(s) as and by way of instalments of part-payment in respect of the Flat, as well as interest @State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum from the date of receipt till repayment of such amounts. In this event neither party shall have any other claim against the other in respect of the Flat or arising out of this Agreement and the owners shall be at liberty to sell and dispose the said Flat to any other person(s) at such price and upon such terms and conditions as the owners may deem fit; and(ii) the Purchaser(s), who do not intend to withdraw from the Project, shall be entitled to interest @ State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum on the amounts paid by the Purchaser(s) every month of delay till handing over the Possession.**
- 16. The Purchaser(s) shall not use the Premises for any purpose other than the purpose for which it is allotted / sold without prior written permission of the owners/ co-operative society/ limited company, as the case may be, and of the local authorities.**
- 17. Within 15 days after notice in writing is given by the owners to the Purchaser(s) that the Flat is ready for use and occupancy, the Purchaser(s) shall be liable to bear and pay in advance prior to taking possession of their respective Flat to the owners until the assignment of the Land is executed in favour of a co-operative society or a limited company as mentioned herein and thereafter to the co-operative society or the limited company, as the case may be, the proportionate share that may be decided by the owners or the co-operative society or the limited company, as the**

case may be, towards (a) all municipal and other taxes or betterment charges that may from time to time be levied in respect of the Land and/or Flat including water taxes and water charges; and (b) outgoings for the maintenance and management of the estate, and the amenities, common lights and other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts and all other expenses necessary and incident to the management and maintenance of the Project Land and the Building along with service tax and any other taxes/levies as applicable. The Purchaser(s) shall keep deposited with the owners prior to taking possession of the Premises, the following amounts as more particularly set out in the table below:

Sr. No.	Details	Amount (Rs.)
1	Legal and miscellaneous charges	
2	Society/ Company Formation/ Charges	
3	Share money, application and entrance fee of the society/ Association formed by the Flat	
4	Proportionate advance deposit for the maintenance, management and upkeep of the common amenities as may be fixed as also taxes and other outgoings @ Rs. ____ per sq. mtr. Per month on carpet area for ____ months.	
5	Charges payable for electricity, water and other service connections to Flat	
6	Corpus @ Rs. ____ per sq. mtr. on carpet area	

The Purchaser(s) shall also pay proportionate charges towards Stamp Duty and Registration Charges for transferring the title by way of Deed of Assignment in favour of a co-operative society or a limited company as mentioned herein. The abovementioned sums/amounts shall not carry interest and will remain with the owners / Association and the account thereof will be maintained until the assignment of the Land is executed in favour of a cooperative society or a limited company as mentioned herein and on such assignment being executed, the aforesaid deposits (less deductions, if any) shall be paid over to the co-operative society or the limited company, as the case may be other than amounts mentioned at serial nos. 1,2 and 5 above. It is hereby clarified and agreed by the Purchaser(s) that in case of any subsequent increase in amounts mentioned in this Clause, the Purchaser(s) shall be liable to pay the excess amount forthwith upon receiving notice in respect thereof in the manner specified therein. The owners shall maintain a separate account in respect of sums received by the owner from the Purchaser(s) as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative

Society or association or Company or towards the aforesaid outgoings and shall utilize the amounts only for the purposes for which they have been received.

- 18. The Purchaser(s) shall not be entitled to change the elevations of the Premises and shall not be allowed to do any structural changes or to put grills on the outer side of the Flat and shall maintain the same in the same form as the owners have constructed and not at any time alter the said elevations in any manner whatsoever without the prior consent in writing from the owners/Society/limited company; as the case may be.***
- 19. The specification of the Flat are those as set out in the Second Schedule hereunder written and the Purchaser(s) has satisfied himself/herself/themselves about the design of the Premises and also about the specifications and amenities to be provided therein.***
- 20. The Purchaser(s) shall have no claim whatsoever over the Flat, except in respect of the Flat hereby agreed to be acquired. It is hereby expressly and specifically agreed by the parties herein that all other open spaces, staircases, lobbies, un allotted Flat and other spaces, terrace, garden etc. shall remain the property of the owner till the time it is transferred to other allottees or to the co-operative society or limited company, as the case may be.***
- 21. The owners hereby represents and warrants to the Purchaser(s) as follows:***
 - (i) The owner has absolute rights in respect of the project land and 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 owner 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 disclosed in the title report/this Agreement;***
 - (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 Flat 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 Flat shall be obtained by following due process of law and the owner has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Flat and common areas;

- (vi) The owner 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 Purchaser(s) created herein, may prejudicially be affected;***
- (vii) The owner 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 Flat which will, in any manner, affect the rights of Purchaser(s) under this Agreement;***
- (viii) The owner confirms that the owner is not restricted in any manner whatsoever from selling the said Flat to the Purchaser(s) in the manner contemplated in this Agreement;***
- (ix) The owner has duly paid and shall continue to pay and discharge till the date of receipt of occupation certificate, all 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 owner in respect of the Project Land and/or the Project;***
- (xi) Various amounts which are to be paid for the commencement for the construction of the Flat have been duly paid to the concerned authorities including without limitation stamp duty and registration charges etc. as are for the time being in force;***
- (xii) The said Land is affected by a road set back area of on or about sq. mtrs. which has been handed over by the owners to the concerned authority and accordingly the owners shall be entitled to develop the Land admeasuring on or about sq.mtrs.***
- (xiii) The project has ample parking space so as to accommodate the vehicles of the entire building and the same is provided as per the limits set out in the GDCR, however no specific parking are being allotted against individual units***

22. The Purchaser(s) for himself/ herself/ themselves and his/ her/ their nominee(s), heirs, executors, administrators and assigns and to the intent that the covenants herein contained shall be binding upon all the persons in whose hands the Premises shall come, hereby covenant/s as follows:-

- a. TO MAINTAIN the Premises at his/her/their cost in a good and tenable repair condition from the date of possession and shall not do or suffer to be done anything in or to the Premises, and/or common passage, or the compound which may be against the rules or bye-laws of the VMSS or any other authority;**
- b. TO CONTRIBUTE proportionately within 15 days of demand by the owners, along with the other occupants, towards the costs and expenses of maintenance, repairs and / or Society.**
- c. TO PERMIT the owners and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Flat or any part thereof to view and examine the state and condition of the Flat and common areas;**
- d. NOT TO DO or permit to be done in or upon the Premises or any portion of the Flat, or any act, deed or thing which shall cause nuisance annoyance, disturbance, danger or inconvenience to the other occupants/allottees of other premises of the Project;**
- e. NOT TO AFFIX any sign boards, neon lights or advertisements either on the terrace or on the exterior of the Flat or on the compound wall or otherwise in and or upon the Land and not to fix any grills outside the Premises;**
- f. TO MAINTAIN the Premises at his/her/their own cost in good tenable repair and condition from the date of taking possession thereof and not to do or suffer to be done anything in or upon the Premises and the Flat, its staircase or any passage which may be against the rules and regulations of the concerned local or any other authority or which may change/alter or make additions in or to the Premises or any part thereof;**
- g. NOT TO STORE in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Flat or storing of which goods is objected to by the concerned local or other authority, and not to carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the Flat, including entrances of the Flat; and in case any damage is caused on account of**

negligence or default of the Purchaser(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach and for rectifying such damage and restoring the damaged portion to its original condition and to keep the owners, occupants/allottees of the premises of the Flat indemnified from and against any loss, damage or liability that may be caused or occur by aforementioned acts or negligence in respect thereof;

- h. TO CARRY OUT, at his/her/their own cost, all internal repairs to the Premises and maintain the same in the same condition, state and order in which it was delivered by the owners to the Purchaser(s) and shall not do or suffer to be done anything in or to the Flat or in respect of the Premises, which may be in contravention of the rules and regulations of the concerned local authority or any other public authority. In the event of the Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) shall be solely responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;***
- i. NOT TO DEMOLISH or cause to be demolished the Premises or any part thereof, nor at any time to make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Flat, in which the Premises is situated and to keep the portion, sewers, drains, pipes in the Premises and appurtenances thereof in good tenantable condition, so as to support, shelter and protect the other part of the Building in which the Flat is situated and shall not in any manner damage the columns, beams, walls, slabs or RCC or other structural parts in the Flat without prior written permission of the owners/VMSS and other bodies and authorities as the case may be;***
- j. NOT TO DO or permit to be done any act or thing which may render void or voidable any insurance of the Land and the Flat or any part thereof or whereby any increased premium shall become payable in respect of the insurance, or which is likely to cause nuisance or annoyance to other users and occupiers of the other premises in the Flat;***
- k. NOT TO THROW dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or in any portion of the Land and the Flat;***
- l. NOT TO KEEP anything in the common passage, staircases, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the Flat;***

- m. NOT TO DEMAND, at any time, partition by metes and bounds of Purchaser(s) interest in the Premises and/or the Flat, it being an express and specific intention of the parties hereto that the interest of the occupants in the Premises and in the Flat shall always be impartible;*
 - n. NOT TO USE the refuge area provided in the Flat for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the Flat;*
 - o. NOT TO DO any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove;*
 - p. TO STRICTLY comply with the bye-laws, rules and regulations of the Society and applicable law and SHALL OBSERVE and perform and abide by all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises and common area and shall pay and contribute regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the bye-laws, rules and regulations of the Society; and*
 - q. NOT TO OBJECT AND CONSENT for any variations in colour, size and design etc. of the tiles, marble, granite, stones or any other construction material provided in the premises during repairs/replacement which are beyond control of the owners.*
- 23.** *The Purchaser(s) shall indemnify and hold safe, harmless and indemnified the owners and the other occupants of the Flat of from and against to breach of the aforesaid covenants by the Purchaser(s).*
- 24.** *The Purchaser(s) shall not be entitled to let, sublet, sell, transfer, assign, mortgage, charge or in any manner encumber or deal with or dispose or part with his/her/their interest under this Agreement or benefit of this Agreement or part with possession of the Premises until all the dues and other deposit payable by him/her/them to the owners under this Agreement are fully paid up and that too only if the Purchaser(s) has not been guilty of breach of or non-observance of any of the terms and/or conditions of this Agreement and until he/she/they obtain the prior written consent of the owners.*
- 25.** *The owners shall make application for formation of an association of Purchaser(s) or Co-operative society or the Company, as the case may be, under the applicable law within a period of three months of the majority of Purchaser(s) having booked their Flat in the project. The Purchaser(s) shall join in the forming and registering the Society or the limited Company or association, as the case may be, to be known*

by such name as the owners may decide and for this purpose also from time to time sign and execute application for registration and or membership and other papers and documents necessary for the registration of the Society or the limited Company or association, as the case may be. The Purchaser(s) shall observe and perform and abide by all the bye-laws and/or rules and regulations which the proposed co-operative society or a limited company formed/incorporated by purchasers of the Flat, at the time of registration/incorporation may adopt and all the provisions of the Memorandum and Articles of Association of the limited company when incorporated and the additions, alterations or amendments thereof, for protection and maintenance of the Flat and the premises therein and/or in the compound and for the observance and carrying out the Flat rules and regulations and bye-laws for the time being of the VMSS and other public bodies. The Purchaser(s) and the permitted persons to whom the Premises are let, sub-let, transferred, assigned or given possession, shall observe and perform and abide by all the stipulations and conditions laid down by such co-operative society or limited company, as the case may be, regarding the occupation and use of the Flat and the premises therein and shall pay and contribute regularly and punctually towards the premium, taxes and/or expenses and other outgoings in accordance with the terms of this Agreement.

26. The Purchaser(s) hereby agree/s and undertake/s to become a member of the co-operative society or limited company to be formed in the manner herein appearing and also from time to time to sign and execute all applications for the registration and for membership and other papers and documents necessary for the formation and the registration of the cooperative society or limited company and for becoming a member, including the bye-laws of the proposed co-operative society and duly fill in and sign the same within 7 (seven) days of the same being intimated by the owners to the Purchaser(s). No objection shall be raised by the Purchaser(s) 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. The Purchaser(s) shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interest of the owners and of the other Purchaser(s) of the other Flat.

27. The Purchaser (s) hereby covenants that as member of the proposed cooperative society, he shall ensure that the proposed society shall preserve and maintain the documents/ plans received from the owners/Architect and subsequently carry out necessary repairs/ structural audit/fire audit at regular interval and also present periodical structural audit reports and repair history, to check and to carry out fire safety audit from time to time as per requirement of the VMSS, through an authorised agency of VMSS.

- 28. The Purchaser(s) hereby covenant/s that from the date of possession, he/she/they shall keep the Premises, the walls and partition walls, sewers, drains, pipes and appurtenances thereto belongings in good tenantable Repairs and conditions and shall abide by all the bye-laws, rules and regulations of the government, VMSS and other authorities and local bodies and shall attend to, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws.**
- 29. In addition to the consideration and other amounts as mentioned herein, the Purchaser(s) shall also be liable to pay the following amounts as and when demanded without raising any objection/query or otherwise:**
- a. All taxes, levies, cesses, duties (whether applicable/payable now or become applicable/payable in future) including but not limited to Goods and Service Tax (GST) or any other direct/indirect taxes/levies that may be imposed as applicable; and**
 - b. all cost, charges, expenses, including but not limited to stamp duty, registration charges, premium, and or incidental charges in connection with the documents to be executed for sale of the said Flat including on the booking form, this letter and the said Agreement.**
- 30. All notices to be served on the Flat Purchaser(s) as contemplated this in Agreement shall be deemed to have been duly served if sent to the Flat Purchaser(s) by Registered Post A.D./Prepaid post under certificate of posting/hand delivery/email/courier at his/her/their common address mentioned hereinabove and intimated to the owners from time to time.**
- 31. The Purchaser(s) hereby declare/s that (a) he/she/they/it has gone through this Agreement and all the documents related to the Property; (b) has expressly understood the contents, terms and conditions of the same; and (c) the owners have entered into this Agreement with the Purchaser relying solely on the Purchaser(s) agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser to be observed, performed and fulfilled and complied with. Therefore, the Purchaser(s) hereby agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the owners and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any**

of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).

- 32. After the party of the first part (Promoter) executes this Agreement he shall not mortgage or create a charge on the Flat 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 Flat*
- 33. The terms and conditions of this Agreement shall be binding on all transferee(s)/ assignee(s), from time to time, of the Premises, whom the Purchaser(s) may sell, transfer/ assign the Premises and shall be enforceable against all such transferee(s).*
- 34. Any delay or indulgence shown by the owners in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser(s) shall not be construed as a waiver on the part of the owners for any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser(s) nor shall the same in any manner prejudice the rights of the owners.*
- 35. Nothing contained in this Agreement is intended to be nor shall be construed as grant, demise or assignment of the Flat or any part thereof. The Purchaser(s) shall have no claim, save and except in respect of the Flat hereby agreed to be sold to him/her/them/it and it is clarified that the other common facilities, if any, made available on the said Property shall not be available to the Purchaser(s) and the Purchaser(s) shall not claim any right to use the same until the Project Land is assigned to the Society or limited company as the case may be.*
- 36. Forwarding this Agreement to the Purchaser(s) by the owners does not create a binding obligation on the part of the owners or the Purchaser(s) until, firstly, the Purchaser(s) 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 Purchaser(s) and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the owners. If the Purchaser(s) fails to execute and deliver to the owners this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the owners, then the owners shall serve a notice to the Purchaser(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith shall be returned to the Purchaser(s) (subject to deduction of various amounts stated hereinabove) without any interest or compensation whatsoever.*

- 37. 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 Flat.**
- 38. This Agreement may only be amended through written consent of both the parties.**
- 39. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.**
- 40. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably within 45 days of such dispute, shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules made there under.**
- 41. 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 at Vadodara shall have an exclusive jurisdiction for this Agreement.**
- 42. It is understood between the parties that images, pictures, colours, furniture shown/ contained in marketing collateral, if any, are indicative only and shall not be included as part of the said Flat. No right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or Purchaser/s from or by virtue of brochure, etc. The owner shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered / incurred and/or likely to be suffered and/or incurred by any person and/or Purchaser/s. No person or Purchaser/s shall have any right or be entitled to claim or enforce any right based on marketing material, advertisement, brochure, etc.**

**THE FIRST SCHEDULE
ABOVE REFERRED TO THE LAND**

Registration District Vadodara, Sub-District Vadodara, land bearing Old R S No. 17, Block No. 15, F P No. 64, Sevasi khanpur T P No. 1, Tal. & Dist. Vadodara, which is bounded as under.

East: F.P. No. 65

West: 24 Mtr. Road

South: 12 Mtr. Road

North: Plot no. 121

**THE SECOND SCHEDULE
ABOVE REFERRED TO DETAILS OF FLAT**

**Registration District Vadodara Sub District Vadpdara, Flat No.
admeasuring sq. Mtrs. (.....sq.fts.) of Scheme known as "NAMAN
HEIGHT" situated in land bearing Old R S No. 17, Block No. 15, F P No. 64, Sevasi
khanpur T P No. 1, Tal. & Dist. Vadodara, which is bounded as under.**

**NORTH :
SOUTH :
EAST :
WEST :**

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

SIGNATURE

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART/PURCHASER

WITNESSESS

1)

2)

ANNEXURE “A”

The party of the first part has to pay the amount of estimate as per mutually agreed by the parties.

<u>Details</u>	<u>% of Cost</u>
On Booking	10
Upon Registration of Agreement for Sale	20(i.e. 30%)
On completion of Plinth	15(i.e. 45%)
On completion of Slabs	25(i.e. 70%)
On completion of Walls, Internal Plaster, Flooring doors and windows	5(i.e. 75%)
On completion of water supply and sanitary fittings / plumbing of the said	5(i.e. 80%)
External Plumbing External Plaster, elevation, terrace, etc	5(i.e. 85%)
On completion of lits, eletricifcation, etc	10(i.e. 95%)
On possession	5(i.e. 100%)
Total	100

ANNEXURE “B”

Other Charges Payable Prior to Handover of Possession of the Flat in accordance with the Agreement

<i>Sr. No.</i>	<i>Details</i>	<i>Amount (Rs.)</i>
<i>1</i>	<i>Legal and miscellaneous charges</i>	<i>Actual</i>
<i>2</i>	<i>Common Maintenance on Plot Area</i>	<i>Rs. __ per sq.fts.</i>
<i>3</i>	<i>Development Charges</i>	<i>Rs. __ per sq.fts.</i>
<i>4</i>	<i>G.S.T.</i>	<i>Actual</i>
<i>5</i>	<i>M.G.V.L. Charges</i>	<i>Actual</i>

All taxes including Goods and Service Tax or any other statutory taxes/levies that may be imposed as applicable shall be paid by the Purchaser(s). It is expressly understood that the consideration mentioned herein do not include any taxes.