

:: RERA REGISTRATION NUMBER ::

:: AGREEMENT FOR SALE (WITHOUT POSSESSION) ::

THIS INDENTURE OF AGREEMENT FOR SALE (WITHOUT POSSESSION) is made and entered into at. Vapi, Taluka. Vapi, District. Valsad, Gujarat State on this day of 2021, **BETWEEN:**

M/S SUN BUILDCON, a Partnership firm represented by its authorized partner **Mr. ANAND SHANTILAL BHANUSHALI** Indian inhabitant, age about: 24, years, occupation: agriculturist & business having its office at. S.No. 3500(Old S.No.404/4), Tanki Faliya Road, Near Suryadeep Residency, Geetanagar, Vapi, Ta. Vapi, Dist. Valsad hereinafter called as **"THE VENDOR"** or **"THE FIRST PART"** (which expression shall unless it be repugnant to the context or meaning thereof shall be deem to mean and include partners from time to time, their executors, administrators, successors and assignees).

A N D

....., age about : years, occupation: Business, residing at : hereinafter called as **"THE PURCHASER"** or **"THE SECOND PART"**, (which expression shall unless it be repugnant to the context or meaning thereof shall be deem to mean

and include his/her/their legal heirs, executors, administrators, successors and assignees).

WHEREAS the Vendor is lawful owner, occupier and possessor of Non Agricultural land bearing **NEW SURVEY NO. 3500 Admeasuring about.2732.00 Sq.Mtrs** situated at. Municipal Limits of Vapi, Taluka: Vapi, District Valsad, Gujarat State.

AND WHEREAS M/S SUN BUILDCON, a Partnership firm purchased the above said land from ARUNABEN SHANTILAL BHANUSHALI, by executing sale deed dated **20.10.2021**, the said indenture of sale deed is duly registered in the office of the sub-registrar of the Vapi on **20.10.2021** vide serial No. **11799** and on the basis of the said sale deed, a mutation entry No. **14916** was made in the Village form No. 6 of Village: Vapi and the said entry was duly certified by the competent authority.

ANDWHEREAS M/S SUN BUILDCON, carrying out necessary construction of residential cum commercial apartments on the above said land as per construction permission obtained from Vapi Municipality, vide **Development Permission No.1020BP21220019 and ODPS Application No. ODPS/2021/058504, Dated: 11.10.2021.** and as per the approved construction plan, the Vendor have made development of above said land by constructing RCC type residential cum commercial apartments, the said project of Vendor is known as "**SUN VIHAR**".

ANDWHEREAS the vendor is holding absolutely clear and marketable title of the above said land and construction made thereon.

ANDWHEREAS the Purchaser pursue all deeds, documents, papers and writings pertaining to the title of above said land and necessary

construction plans and necessary title deeds of above said land and acquainted herself with the title of the said land and project thereof.

ANDWHEREAS the Purchaser has agreed to purchase of **RESIDENTIAL SHOP/FLAT/APARTMENT NO.** admeasuring about Rera **Carpet Area: square feets**, Carpet Area equivalent to**Square meters**, & **square feet**. Balcony Area equivalent to **Square meters**. situated on **FLOOR** of **Wing –** known as "....." in constructed on Non Agricultural land bearing **NEW SURVEY NO. 3500 Admeasuring about.2732.00 Sq.Mtrs** situated at. Municipal Limits of Vapi, Taluka: Vapi, District Valsad, Gujarat State (hereinafter called as "**THE SAID SHOP/FLAT/APARTMENT** ").

ANDWHEREAS **VENDOR** have decided to construct RCC type building in the said land and for that purpose they have made and application to the Vapi Nagar Palika for giving necessary construction permission and Vapi Nagar Palika has given a construction permission no.

vide Development Permission No.1020BP21220019 and ODPS Application No. ODPS/2021/058504, Dated: 11.10.2021. and also approved the lay out construction plan of the building which is submitted by the owner of the land.

AND WHEREAS M/S SUN BUILDCON is a partnership firm and

[1] ANAND SHANTILAL BHANUSHALI, [2] ARUNABEN SHANTILAL BHANUSHALI, [3] PREMJBHAI NARSHIBHAI BHANUSHALI, [4] NISHA NIKHIL BHANUSHALI, [5] MITAL PANKAJ BHANUSHALI, are the partners of the said firm. And they have authorized **ANAND SHANTILAL BHANUSHALI** for the Registration work of the property/properties and they have mentioned the same things in their partnership deed.

AND WHEREAS the VENDOR has proposed to construct on the project land ONE (**Wing A**) Buildings having floor plan as under:

On Ground Floor	: Parking & Shops
On First floor to Five floor	: Residential flats

AND WHEREAS the VENDOR has proposed to construct on the project land ONE (**Wing B**) Buildings having floor plan as under:

On Basement & Ground Floor	: Parking & Shops
On First floor to Seven floor	: Residential flats

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor (herein after referred to as the said "Apartment") in the Building called "**SUN VIHAR**" (herein after referred to as the said "Building") being constructed in the said project, by the VENDOR .

AND WHEREAS the VENDOR has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **Valsad** no -----
----- ; authenticated copy is attached in Annexure 'B';

AND WHEREAS on demand from the allottee, the VENDOR has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the VENDOR 's Architect **DIPALI M.DESAI** and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made 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 VENDOR, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the VENDOR to the project land on which the residential 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 of the Layout as approved by the concerned Local Authority has been inspected by the Allottee.

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

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

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

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

AND WHEREAS the VENDOR has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the VENDOR for allotment of an FLAT No..... on floor in situated in the building being constructed in the of the said Project,

AND WHEREAS the carpet area of the said FLAT is_____square meters/square feet and "carpet area" means the net usable floor area of an

apartment, 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 apartment.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the VENDOR a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the FLAT agreed to be sold by the VENDOR to the Allottee as advance payment or Application Fee (the payment and receipt whereof the VENDOR both hereby admit and acknowledge) and the Allottee has agreed to pay to the VENDOR the balance of the sale consideration in the manner hereinafter appearing. AND WHEREAS, under section 13 of the said Act the VENDOR is required to execute a written Agreement for sale of said Apartment 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 VENDOR hereby agrees to sell and the Allottee hereby agrees to purchase the FLAT and the garage/covered parking(if applicable)

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

1. The VENDOR shall construct the said building/s consisting of basement and ground/ stilt, /..... podiums, and upper floors 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 VENDOR shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any

alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allottee hereby agrees to purchase from the VENDOR and the VENDOR hereby agrees to sell to the Allottee RESIDENCIAL FLAT of the type of carpet area admeasuring sq. metres/ sq. feet on floor in the building(hereinafter referred to as " RESIDENCIAL FLAT ") for the consideration of Rs. including Rs.....being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the RESIDENCIAL FLAT including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the VENDOR and the VENDOR hereby agrees to sell to the Allottee open parking spaces bearing Nos____situated at__ Basement and/or stilt and /or__podium being constructed in the layout for the consideration of Rs/-

(iii) The Allottee hereby agrees to purchase from the VENDOR and the VENDOR hereby agrees to sell to the Allottee covered parking spaces bearing Nos_situated at Basement and/or stilt and /or_____podium being constructed in the layout for the consideration of Rs. /-.

1(b) The total aggregate consideration amount for the apartment mentioned herein above from clause 1 a (i) to (vii) is thus Rs.____/-

1(c) The Allottee has paid on or before execution of this agreement a sum of _____ Rs _____(Rupees only) (not exceeding 10% of payment or application fee and hereby agrees to pay to that VENDOR the balance amount of Rs

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

- i. Amount of Rs...../-(..) (not exceeding 30% of the total consideration) to be paid to the VENDOR after the execution of Agreement
- ii. Amount of Rs...../-(...) (not exceeding 45% of the total consideration) to be paid to the VENDOR on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../-(....) (not exceeding 70% of the total consideration) to be paid to the VENDOR on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the VENDOR on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs...../-(....) (not exceeding 80% of the total consideration) to be paid to the VENDOR on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the VENDOR on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the VENDOR on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The total price as stated above excludes Taxes (consisting of tax paid or

payable by the VENDOR by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the VENDOR) up to the date of handing over the possession of the [Apartment/Plot], which shall be separately payable by the Allottee in the manner as may be decided by the VENDOR .

- 1(e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The VENDOR 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 VENDOR shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) **The VENDOR may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 09% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the VENDOR .**
- 1(g) **The VENDOR 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 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the VENDOR . If there is any reduction in the carpet area within the defined limit then VENDOR shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of 09%, 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 VENDOR shall demand additional amount from the Allottee as per the next**

milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The Allottee authorizes the VENDOR 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 VENDOR may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the VENDOR to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

The VENDOR hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

Time is essence for the VENDOR as well as the Allottee. The VENDOR shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the VENDOR as provided in clause 1 (c) herein above. ("Payment Plan").

3. The **VENDOR** hereby declares that the **Floor Space Index available as on date in respect of the project land is 7376.40 square meters** only and **VENDOR** has planned to **utilize Floor Space Index 7376.40 square meters** Of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The **VENDOR** has disclosed the Floor Space Index of as proposed to be **utilized 7376.40 square meters** by him on the project land in the said Project and Allottee has agreed to purchase the said RESIDENCIAL FLAT based on the proposed construction and sale of apartments to be carried out by the **VENDOR** by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **VENDOR** only.

4.1 If the VENDOR fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the VENDOR agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 9% 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 VENDOR , interest at the rate of 9% per annum, on all the delayed payment which become due and payable by the Allottee to the VENDOR under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the VENDOR .

4.2 Without prejudice to the right of VENDOR 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 VENDOR under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the VENDOR shall at his own option, may terminate this Agreement:

Provided that, **VENDOR** 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 VENDOR within the period of notice then at the end of such notice period, VENDOR shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the VENDOR shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to VENDOR) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the VENDOR .

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the VENDOR at his/her/its option in the said building and the Apartment as are set out in Annexure 'C', annexed hereto.

6. The VENDOR shall give possession of the RESIDENCIAL FLAT to the Allottee on or before. **31st day of DECEMBER.2026**. If the VENDOR fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the VENDOR shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the VENDOR received the sum till the date the amounts and interest thereon is repaid.

Provided that the VENDOR shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

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

Procedure for taking possession - The VENDOR , upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such

notice and the VENDOR shall give possession of the [Apartment/Plot] to the Allottee. The VENDOR agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the VENDOR . The Allottee agree(s) to pay the maintenance charges as determined by the VENDOR or association of allottees, as the case may be. The VENDOR on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the VENDOR as per clause 7.1, the Allottee shall take possession of the [Apartment/Plot] from the VENDOR by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the VENDOR shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the VENDOR any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the VENDOR 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 VENDOR , compensation for such defect in the manner as provided under the Act. Provided that the VENDOR shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be

attributable to the VENDOR or beyond the control of the VENDOR .

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of RESIDENCIAL FLAT

10. in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the VENDOR may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the VENDOR within seven days of the same being forwarded by the VENDOR to the Allottee, so as to enable the VENDOR to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the VENDOR to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed, the Allottee shall pay

to the VENDOR such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the VENDOR provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the VENDOR shall not carry any interest and remain with the VENDOR until the same is transferred to the society or the association or the limited company as aforesaid.

11. 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 VENDOR such proportionate share of the outgoings as may be determined by the VENDOR and which are not covered in any other provisions of this agreement.

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

13. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the VENDOR, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the VENDOR, the Allottees share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

14. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

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

i. The VENDOR has clear and marketable title with respect to

the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

- ii. The VENDOR has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the VENDOR has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The VENDOR has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The VENDOR has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The VENDOR confirms that the VENDOR is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the VENDOR shall handover lawful, vacant, peaceful, physical possession of the

common area so the Structure to the Association of the Allottees;

- x. The VENDOR has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the VENDOR in respect of the project land and/or the Project except those disclosed in the title report.
15. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the VENDOR as follows:-
- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the VENDOR to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which maybe contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences there of to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the VENDOR and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the VENDOR within fifteen days of demand by the VENDOR , his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in

which the Apartment 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 Apartment 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 Apartment until all the dues payable by the Allottee to the VENDOR under this Agreement are fully paid up.
 - x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - xi. The Allottee shall permit the VENDOR and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. The Allottee shall permit the VENDOR and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
16. The VENDOR shall maintain a separate account in respect of sums received by the VENDOR 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 out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

18. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the VENDOR executes this Agreement he shall not mortgage or create a charge on the

*[Apartment/] 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 [Apartment/plot].

19. BINDING EFFECT

Forwarding this Agreement to the Allottee by the VENDOR does not create a binding obligation on the part of the VENDOR or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the VENDOR. If the Allottee(s) fails to execute and deliver to the VENDOR this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the VENDOR, then the VENDOR shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) 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.

20. ENTIRE AGREEMENT

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

hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE 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 [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

23. SEVERABILITY

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

24. 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 carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

25. 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.

26. PLACE OF EXECUTION

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

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

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

Name of Allottee

(Allottee's Address) Notified Email ID:

VENDOR name:

M/S SUN BUILDCON

(VENDOR Address)

Office at :- Vapi, Taluka - Vapi, Dist-Valsad

Notified Email ID:

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

29. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the VENDOR 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. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

31. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

32. GOVERNING LAW

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

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

SCHEDULE – A :-**Description of Flat**

All that piece and parcels of the under mentioned property bearing

Building Type	RESIDENCIAL FLAT No.	Floor	Carpet Area	
			Sq. Ft.	Sq. Mtr.

in the said project known as "**SUN VIHAR**" constructed on 2732.00 Sq. Mtr. land N.A. NEW S.NO. **3500** Situated at : Vapi Municipality

Limit, Tal. Vapi, Dist. Valsad with all rights of easement attached thereto and the **undivided** proportionate share of the purchaser in the plot property is **10.00 Sq. Mtr.**

N. A. S. No. and the said projects is known as

The four side of the said Flat/Shop is as under :-

On or towards East :-

On or towards West :-

On or towards North :-

On or towards South :-

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands hereunder on this **day of**, **2020** at Chala.

SIGNED AND DELIVERED

BY THE WITHIN NAMED

“VENDOR”

M/S SUN BUILDCON, a Partnership firm

represented by its authorized partner

Mr. ANAND SHANTILAL BHANUSHALI

WITNESSES BY:

SCHEDULE**UNDER THE PROVISIONS OF SECTION 32(A) OF****REGISTRATION ACT**

"THE VENDOR" or "THE FIRST PART" M/S SUN BUILDCON, a Partnership firm represented by its authorized partner Mr. ANAND SHANTILAL BHANUSHALI: _____	PHOTO	THUMB IMPRESSION
"THE PURCHASER" or "THE SECOND PART"	PHOTO	THUMB IMPRESSION
