

AGREEMENT TO SALE

This Agreement to Sale is executed today on.....the day, of....., 2019 at Vadodara.

BETWEEN

The Party of the first Part/Purchaser(s):-

Mr./Mrs./Ms....., Age:....., Occupation:....., Address:
..... assessed to Income Tax under PAN No.:....., Mobile Number:
.....

(who is/are hereinafter is referred to as the Party of the First Part/Purchaser(s) which expression unless repugnant to the context and meaning thereof shall mean and include the Party of the First Part/Purchaser(s) himself/herself/themselves, his/her/their legal heirs, successors, assignees, executors, administrators, attorney etc.)

AND

The Party of the Second Part/Seller/Company/Pramoter/land owner:-

M/s. NANDI INFRA SPACE, a Partnership Firm, assessed to Income Tax under PAN No.: AAPFN5284N through its Administrator and Partner Shri Akshay Indrakant Shah, Age: 46 yrs., Occupation: Business, Office situated at C/o: Site: N-CREST, b/h Priya Cinema, off Bhayli- Sevasi road, Sevasi TP-II, Vadodara – 391101, (which is hereinafter referred to as the Party of the Second Part/Seller/Company which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective attorneys, legal representatives, executors, successors in title and permitted assigns etc.)

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The Purchaser(s) and Seller/Company are hereinafter individually referred to as a "the Party" and collectively as "the Parties" as the context may require.

- 1) WHEREAS the party of the second part/Seller/Company is the absolute owner, lawfully seized and in possession and having acquired the immovable property/Non agriculture land admeasuring 1770 Sq. Mtr./19,052.28 sq. ft. open land bearing F.P.No.-50, T.P. No.-2, situated at Moje Village SEVASI, Taluka & District: Vadodara, Gujarat, therefore the name of the Seller/Company was mutated on revenue record, city survey record as well as government record and liable authority to use the said property as per its wish and entitled and enjoined upon to construct buildings on the said project land.
- 2) WHEREAS the Party of the Second Part/Seller/Company has prepared necessary plan for construction through their Architect and has obtained necessary permission from VUDA, VMSS and other authorities and constricting a Residential-cum-commercial Scheme/Project with tower/ wings titled as "N-CREST" consisting with Apartments and Shops of Ground Floor + thereupon tower A (3BHK) Six Floors and terrace, and, tower B (2BHK) Seven floors and terrace is being constructed by the Seller/Company on the said project land in accordance with the plans, designs and specifications as approved by the concerned authority from time to time. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser(s) has been attached with Annex-A.
- 3) WHEREAS the N.A. order has been obtained from the Collector, Vadodara for the above referred land vide Order No.- NA/SR/968/2014-15 dated 22/04/2015 and received the approval layout Plan from Town Planning Authority vide No.- UDA/PLAN-4/PERMISSION/116/2018 dated 02/01/2019. for the construction of said land and obtained approved plan from Vadodara

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Urban Development Authority (VUDA) vide Approval number UDA/PLAN-4/PERMISSION/116/2018 dated 02/01/2019.

- 4) WHEREAS the Party of the Second Part/Seller/Company has registered the said Project under the provisions of the Real Estate Regulatory Authority (RERA) vide Registration No _____
(Authenticated copy is attached with Annex-B).
- 5) WHEREAS the Seller/Company has got all 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 of any from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- 6) 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 Seller/Company 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.
- 7) WHEREAS the Purchaser/s has/have approached to the Seller/Company for allotment of an Apartment/flat/shop No:..... on floor in tower/wing admeasuring Sq. Mtr. carpet area of the said project. The "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 varandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Apartment.
- 8) WHEREAS the authenticated copies of, the plans of the Layout as approved by the concerned Local Authority, the plans of the Layout as proposed by the Seller/Company and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project, certificate of

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Title issued by the attorney at law or advocate of the Seller/Company, 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 Seller/Company to the project land on which the Apartments are constructed or are to be constructed have been inspected by the Purchaser/s and is /are satisfied in respect of the same and on demand from the Purchaser/s, the Seller has given inspection to the Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Seller's said Architects 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 Purchaser/s if satisfied in respect of the same;

- 9) WHEREAS, under section 13 of the said Act the Seller/Company is required to execute a written Agreement for sale of said Apartment with the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- 10) Provided that the Seller shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Apartment of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.
- 11) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Seller hereby agrees to sell and the Purchaser/s hereby agrees to purchase the Said Apartment with all amenities. 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;

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12) PAYMENT TERMS :-

That, the Purchaser/s agreed to purchase the Apartment/flat/shop No.:....., of Tower, on floor of "N-CREST" admeasuring Sq. Mtr./..... Sq. Ft. of carpet area, admeasuring Sq. Mtr./..... Sq. Ft. of built up area and admeasuring Sq. Mtr./..... Sq. Ft. Open Balcony, wash, etc. (other area) and proportionate undivided share of land admeasuring Sq. Mtr./..... Sq. Ft. and proportionate undivided share of property admeasuring Sq. Mtr./ Sq. Ft. of 1770 Sq. Mtr. land bearing F.P. No: 50, T.P. No: 2 situated at Moje Village Sevasi, Taluka & District: Vadodara from the Seller for the total consideration of Rs./- RupeesOnly (Basic Price) excluding, the charges of Stamp Duty, Registration Fees, VAT, Service Tax, GST and other Government, Semi Government Taxes, which the Purchaser(s) has to paid separately, to which the Purchaser(s) has/ have made the following part payment/s as token/booking/ earnest amount to the Seller:

Amount :-	Date :-	Cheque/ RTGS/NEFT	Name of Bank
	Part Consideration Amount in Rs.:		

- 13) AND WHEREAS, prior to the execution of this Agreement the Purchaser/s has/have paid to the Seller a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the said Apartment agreed to be sold by the Seller to the Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Seller and Purchaser/s both hereby admit and acknowledge) and the Purchaser/s has/have agreed to pay to the Seller the balance of the sale consideration in the manner hereinafter appearing. As such, the Seller hereby acknowledges the receipt of the same. There remaining amount of consideration will be paid by the

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Purchaser(s) to the Seller as per Terms and Condition decided by both the parties as mentioned hereinafter. The Purchaser(s) agrees and understands that timely payment towards purchase of the said Apartment as per payment plan/schedule is the essence of the agreement. The schedule of the remaining payment agreed by Purchaser(s) and Seller is as follows:

The purchaser has paid on or before execution of this agreement a Sum of Rs. _____ (Rupees _____ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and here by agrees to pay to that Seller the balance of rs. _____ (Rupees _____) in following manner:-

- i. Amount of Rs. _____ (Rupees _____) (not exceeding 30% of the total consideration) to be paid to seller after the execution of Agreement.
- ii. Amount of Rs. _____ (Rupees _____) (not exceeding 45% of the total consideration) to be paid to the seller on completion of the Plinth of the Building or wing in which the said Apartment is located.
- iii. Amount of Rs. _____ (Rupees _____) (not exceeding 70% of the total consideration) to be paid to seller on completion of the slabs including podium and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs. _____ (Rupees _____) (not exceeding 75% of the total consideration) to be paid to the seller on completion of the walls, internal plaster, floorings doors and windows of the said apartment.
- v. Amount of Rs. _____ (Rupees _____) (not exceeding 80% of the total consideration) to be paid to the seller on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.
- vi. Amount of Rs. _____ (Rupees _____) (not exceeding 85% of the total consideration) to be paid to the seller on completion of the external

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plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs. _____ (Rupees _____) (not exceeding 95% of the total consideration) to be paid to the seller 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. _____ (Rupees _____) against and at the time of handing over the possession of the Apartment to the Allotee on or after receipt of occupancy certificate or completion certificate.

*subject to realization of cheque (in case of PDC)

(Over and above the basic price, the Purchaser(s) has/have to bear/pay other costs, viz. GST, Maintenance Deposit, MGVCL Charges, Document Charges, Stamp Duty, Registration Fees, Charges for the Mutation in Revenue Record/Property Card etc. Like-wise, the Purchaser(s) has/have paid cost of extra work, if any, as determined & agreed upon.)

- 14) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Seller by way of Value Added Tax, GST, 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 Seller) up to the date of handing over the possession of the Apartment, which shall be separately payable by the Purchaser/s in the manner as may be decided by the Seller.
- 15) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent

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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 Seller undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Seller 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 Purchaser/s, which shall only be applicable on subsequent payments.

- 16) That the time for payment of remaining amount of consideration is treated as essential terms of this contract/Agreement because it is well understood that because of non-payment of remaining amount of consideration on the stated time, the construction of the total building is likely to hamper to allotment. If the Purchaser(s) fails to pay the stipulated amount on the stipulated date, he/she/they have to pay the sum along with the interest rate as per MCLR of SBI per annum + 2% for every delayed payment on pro-rata basis. Even by paying the interest for the maximum delay of three months will be condoned and there after the right of Purchaser(s) to purchase the Apartment will automatically stand cancelled without any further notice for the same and the Seller will be at liberty to sell the said Apartment to anybody. The Purchaser(s) will be entitled to a refund only after the cancellation charges are deducted as mentioned in clause No. 31, Sub section – 15.

17) CONDITION OF PAYMENT :-

- Booking Amount (10% or as mutually agreed upon) is payable within 7 days from the date of booking and 20% at the time of Registration of Agreement to Sale.
- Further payments are payable within 7 days from the date the demand is raised as per payment schedule.
- GST (as applicable) is payable along with basic cost at each stage. Maintenance, Development, MGVCCL, Stamp Duty, Registration Fee,

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Document Charges and Charges for Mutation in Revenue Record/Property Card are payable as and when required on demand on completion / before Sale Deed.

- The Purchaser(s) will also reimburse to the Seller or pay on demand all taxes, levies or assessments whether levied now or leviable in future from the date of allotment.
- Failing to honour the above payments within 15 days from the date of demand (verbal/written communication), the unpaid amount will be treated as overdue, and interest @ "State Bank of India Highest Marginal Cost of Lending Rate (subject to change from time to time) plus 2 percent" per annum will be payable thereon till the date the same is paid with interest.
- In case of irregular/repeated delays/non-payments, the Seller reserves the right to cancel the booking/allotment and forfeit up to 10% of the basic cost of the Apartment. Thereafter, the balance of payments received until then from the Purchaser(s) and/or financier/bank will be refunded back without interest after the Apartment is re-booked/sold, and payments thereof received (new booking). GST paid/payable (including GST directly paid/payable by the Seller from In-put Credit) will not be refunded by the Seller. The Agreement to Sale and/or Construction Agreement (as the case may be) would resultantly be terminated/cancelled by the Seller. Charges for termination/cancellation of Agreement/s, if any, will also have to be borne by the Purchaser/s
- The Purchaser/s authorizes the Seller 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 Seller may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Seller to adjust his payments in any manner.

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- 18) The Seller shall confirm the final carpet area that has been allotted to the Purchaser 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. If there is any increase in the carpet area allotted to Purchaser/s, the Seller shall demand additional amount from the Purchaser/s 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 above Clause of this Agreement.
- 19) If the Seller fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Purchaser/s, the Seller agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest rate as per MCLR of SBI per annum +2% for every delayed payment on pro-rata basis, on all the amounts paid by the Purchaser/s, till the handing over of the possession. The Purchaser/s agrees to pay to the Seller, interest rate as per MCLR of SBI per annum + 2% for every delayed payment on pro-rata basis, which become due and payable by the Purchaser/s to the Seller under the terms of this Agreement from the date the said amount is payable by the Purchaser/s(s) to the Seller.
- 20) Without prejudice to the right of Seller to charge interest in terms of sub clause 20 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Seller under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of instalments, the Seller shall at his own option, may terminate this Agreement:
- 21) Provided that, Seller shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s or mail at the e-mail address provided by the Purchaser/s, of his

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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 Purchaser/s fails to rectify the breach or breaches mentioned by the Seller within the period of notice then at the end of such notice period, Seller shall be entitled to terminate this Agreement.

- 22) Provided further that upon termination of this Agreement as aforesaid, the Seller shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Seller) 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 Purchaser/s to the Seller.
- 23) The Seller 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/Shop/Office to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 24) Time is essence for the Seller as well as the Purchaser/s. The Seller shall abide by the time schedule for completing the project and handing over the [Apartment] to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s 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 Seller as provided herein above. ("Payment Terms").
- 25) The Seller shall maintain a separate account in respect of sums received by the Seller from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the association or Company

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or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

- 26) If within a period of five years from the date of handing over the Apartment to the Purchaser/s, the Purchaser/s brings to the notice of the Seller 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 Seller 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 Seller, compensation for such defect in the manner as provided under the Act. Provided that the Seller 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 Seller or beyond the control of the Seller. Seller shall not be held liable if any changes, alteration, modification, rectification, etc. done by the Purchaser/s without the notice and expressed consent of the Seller and in such an instance the liability of Seller ends from the time of such change, alteration, modification, rectification, etc.
- 27) Forwarding this Agreement to the Purchaser/s by the Seller does not create a binding obligation on the part of the Seller or the Purchaser/s until, 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. This indenture has to be executed before the Competent Authority/Sub-Registrar by the Seller when the payments for the said Property made as per the Schedule.
- 28) 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

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any, between the Parties in regard to the said Apartment, as the case may be. This Agreement may only be amended through written consent of the Parties.

29) 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 Purchaser/s of the [Apartment], in case of a transfer, as the said obligations go along with the [Apartment] for all intents and purposes.

30) MAJOR TERMS AND CONDITIONS :-

- The Seller possesses clear & marketable title of the property Apartment under sale to the Purchaser(s), as per title clearance certificate obtained. Application for booking/allotment/purchase of Apartment shall be deemed to have been filed by the Purchaser(s) after satisfying himself/herself about the interest and rights of the Seller in the land on which the said Complex/Scheme is being developed and understanding all limitations and obligations in respect thereof.
- The Purchaser(s) are responsible for correctness of the KYC documents and other information they have submitted to the Seller.
- In the case of NRI Purchaser(s), observance/compliance of the provisions of the Foreign Exchange Management Act (FEMA) and any other law prevailing more particularly in regard to acquisition of immovable property and remittance of payment(s) will be the sole responsibility of the NRI Purchaser(s).
- Specification & information on common amenities and facilities mentioned in the brochures/advertisements/price lists/etc. do not form part of offer/contract/agreement. The building plan/s and layout/s are subject to changes and approval of the authorities concerned. The Seller reserves the right to effect changes in the building plan/layout/etc. as per statutory requirement, and carry out suitable alterations as may be deemed fit.

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- The Seller will construct the aforesaid Apartment and common area and amenities with standard specifications and workmanship, as committed at the time of booking, at the cost specified herein above. In the event of paucity or non-availability of any materials/items/fittings/articles, the Seller reserves the right to use alternates available of similar quality.
- The Seller is not manufacturer of the materials/items/fittings/articles/etc. used in the making of the Apartment. The warranties/remedies available from the respective Sellers/suppliers/manufacturers of the materials/items/fittings/articles will automatically be assigned/available to the Purchaser(s)/ End-user(s).
- The Seller reserves the right to decide construction cycle of the Scheme, i.e. which Apartment it should construct first/later, as it may not necessarily be possible to construct all the Apartments concurrently.
- The Purchaser(s) are required to visit/ check the construction of the Scheme/Apartment and Common Area/Amenities periodically at every stage. Feedback, if any, should be brought to the notice to the Company or its agent in writing immediately, prior to the completion of the respective stage/work, and it shall be mandatory to obtain the acknowledgement of such notice from the Company or its agent. Thereafter, no feedback shall be entertained or considered.
- The Seller will make all endeavours to handover possession of the Apartment within an approximate period of four years from the date of commencement of the work unless it is delayed for force majeure circumstance/s or any other reason/s beyond control of the Seller. Irregular/repeated delays/non-payments of stage-wise payments by the Purchaser(s) could also attribute to delay of the Scheme/Apartments.
- The Purchaser(s) will have to adhere to the payment schedules irrespective of whether, or not, the Scheme is running on schedule (+/-), as

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payment schedules & demand thereof are linked to stage-wise completion of work.

- Price of the Apartments may not necessarily be same/at par with that of other Apartments(s) of the scheme. It would vary depending upon market conditions and various other factors/considerations. The Seller reserves the right to fix/determine the price, which may vary from Apartment to Apartment.
- In case the Purchaser(s) wish(s) to avail of finance, the responsibility of the Seller is restricted to providing the requisite papers/documents. It will be Purchaser(s) responsibility to get the loan/s sanctioned and disbursed, as per schedule of payment, and comply with the terms and conditions of the payment.
- If the Purchaser(s) intend/s to get certain extra work/changes done, the same would be considered only if found feasible in all respect by the Seller. The Seller reserves the right to accept or refuse the same. If found feasible/acceptable, the Purchaser(s) will have to submit the requisition for the same in writing & well in advance. No request for extra work/changes will be entertained thereafter on piecemeal basis. No outside agencies/Sellers/labourers are allowed for carrying out any type of work/extra work/etc. in the Apartments before possession is handed over.
- Payment for extra work/changes, as per price/cost determined by the Seller (including extra labour charges etc.) will have to be made in advance. Deduction(s)/Adjustment(s) in the cost, if any, will be determined by the Seller on 'Cost-to-the-Seller basis', and the same will be settled/ adjusted at the time of final payment of the Apartment.
- In case the Purchaser(s)/Wish(es) to cancel the booking/allotment of the Apartment for any reason whatsoever, Cancellation Charges of 1% of the basic Apartment cost will be charged/ forfeited by the Seller. Thereafter, the balance of payments received until then from the Purchaser(s) and/ or


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financer/bank will be refunded back without interest after the Apartment is re-booked/sold, and payments thereof received (new booking). GST paid/payable (including GST directly paid/payable by the Seller from In-put Credit) will not be refunded by the Seller.

- In case the Purchaser(s) Wish(es) to sell-off the Apartment to third person(s) before the Sale Deed is executed in his/her/their favour, he/she/ they may do so provided no payment/s are due/overdue for payment to the Seller. Besides, admin charges of Rs. 50/- (Rupees Fifty Only) per sq. ft. of S.B.A. will be payable to the Seller.
- In the event of cancellation of Agreement to Sale for whatsoever reason/s, charges for termination/cancellation of Agreement/s, if any, will also have to be borne by the Purchaser(s).
- The Purchaser(s)/tenant(s) will not use the Apartment or any part thereof, nor permit the same to be used for any illegal, immoral or improper purposes nor for purposes prohibited by any statute, law or notification, rules and regulations made by the government or local authority or use the Apartment in any manner which may cause damage to the said premises or any part thereof or to the adjoining property/ premise(s), or may affect prejudicially the interests in large.
- In the case of residential Apartment, the Purchaser(s)/Tenant(s) will use the Apartment premises for residential purpose only, and not for commercial or any other purposes. In the case of Shop/Office, the Purchaser(s)/tenant(s) will use the Shop/Office/ premises for commercial purpose only, and not for residential or any other purposes. They will not use the same for manufacturing and/or processing activity (ies), and will not use/store any hazardous materials. The usage will be restricted to trading and/ or administrative purpose only.

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- In case the Purchaser(s) wish(es) to give his/her/their Apartment on lease, the Purchaser(s) can do so on lawful terms and will have to submit a copy of lease agreement to the Society/ Association/Community.
- The Purchasers/Occupants/Tenants/Society/Association will NOT at any time do the following conditions/acts mentioned below:
 - (a) Change the name of the Scheme.
 - (b) Make any alterations, modifications or changes in the external portion or in the openings (window & doors).
 - (c) Put any projected grills outside Apartment or anywhere in the Scheme.
 - (d) Carry out change(s) in the positions of the walls, ceilings, doors, windows etc. or in the elevation/colour, structural design of the Scheme/Apartment in any manner whatsoever.
 - (e) Keep/store material in the lift, staircase, passage, common space/area so to cause obstruction to others and
 - (f) Commit any act knowingly or unknowingly so to cause damage to the Scheme/Apartments(s) or its elevation in any manner whatsoever.
- Branding/Hoarding of the Shops/Offices will be permitted ONLY (strictly) at the places/areas designated by the Seller for the purpose. Shops/Offices would NOT be permitted to do any branding/hoarding/etc. anywhere else on the shops/Offices and /or in the campus/Community.
- The ownership of upper and lower slab and common walls of the Apartment shall be of joint/common ownership with the fellow Purchaser(s)/member(s) concerned. The Purchasers/Occupants may use undivided share of land/space without causing obstruction and hindrance to each other and without raising any dispute or demanding personal ownership. Besides, the Purchaser(s)/member(s) will not construct any structure (temporary or permanent in nature) in the common area/land/terrace.

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- It is specifically agreed by and between the Parties that the Seller/Company has full right to use the terrace to install/erect hoardings and illumination accessories for advertisement of their future projects of the Company or of its sister concerns and the Purchaser(s)/Purchaser(s)/Occupants/Society/Association shall has/have no rights and/or objection in this regard.
- In case drainage system and/or water connection of local Development Authority is/are likely to take some time beyond completion of the Scheme; the Seller will arrange to provide underground sewage system and/or bore well, as required. In such an event, the Seller cannot guarantee quality of ground water or guarantee against contamination (if any). Maintenance & repairs of the same will be the onus of the Members /Society/Association.
- Post-completion & installation of common amenities/equipments/etc. in the scheme/towers, maintenance of the same will be borne from the common maintenance fund notwithstanding whether, or not, possession of the same has/have been taken over by the Members/Society/ Association. Needless to mention that warranties of common amenities/equipments etc. if available from the respective Seller will be effective from the date of installations.
- On completion/possession of the Scheme, the Seller will facilitate formation of Society/Association, and handover/deposit the Maintenance Fund (received from Purchaser/s of Apartments sold) in the Bank A/C opened in the name of the Society/Association. Onus of maintenance of the Scheme would be of the Society/Association. All the Purchaser(s) of the Apartments in the Scheme will automatically/compulsorily become members of the Society/Association with no exception whatsoever, and will have to abide by the rules & regulations of the Society/Association.

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- Besides payment of Maintenance Charge/Deposit, additional maintenance charge/s, if any decided by the Society/Association on its formation or any time in future, as may be deemed fit (recurring or non-recurring in nature), will be payable by all the Purchaser(s)/members of the Society/Association irrespective of :
 - (a) Whether the Apartment is self-occupied or tenant-occupied or is vacant for whatsoever reason;
 - (b) The location/floor of Apartment; and
 - (c) Whether, or not, the common amenities/facilities/etc. are utilized (partly/fully/whatever). The Society/Association will have the rights to charge interest/penalty on the late payments of maintenance which will have to be paid by the Apartment owners.
- Maintenance charge/fund for unsold Apartments if any, will be deposited in the Bank Account by the Seller when the Apartments/ Shops/Offices are sold. In these cases, additional maintenance charge/s (if any decided by the Society/Association) will be payable by the Purchaser/ s from the date the Apartments are sold.
- Parking facility/space will be provided at the ground/basement floor designated for the purpose and/or at the ground level in the extra common space (excluding internal road/s, walking tracks/space etc.). Apartment-wise allotment of the same, if required, will be done by the Society/Association with mutual understanding & convenience or by way of draw-allotment, as may be deemed fit by the Society/Association. It is not necessary/feasible that all the members/Apartments would get identical & even parking space, and of his/her/their choice & location.
- The effort will, however, be to provide the best possible parking design/layout within the space & resource available in the campus so to accommodate vehicles with comfort to the extent possible. Vehicles of

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visitors/guests may be allowed in the campus only if separate space for visitor/guest parking is feasible & earmarked for the purpose.

- The Sellers who have purchased commercial Shops/Offices shall have no right over the Common Space/Amenities/Parking etc. of the residential portion of the Scheme. The parking in front of the Shops/Offices shall remain exclusive for the Shop/Office owners & their clients/visitors.
- Possession of the Apartment will be handed-over soon after (within 30 days) full and final payments of total cost including all charges/fees/taxes etc. have been made by the Purchaser(s) and Conveyance/Sale Deed stands executed. Possession hand over on Dt _____.
- Post-execution of Conveyance/Sale Deed, if the Purchaser(s) desire(s) to carry out furniture, fixture, renovation, interior work etc. in his/her/their respective Apartment, he/she/they will do so ONLY after
 - (a) actual/physical possession of the Apartment is handed over through exchange of Possession & Acceptance/Satisfaction Letters; and
 - (b) MGACL allots electricity connection/meter to the respective Apartment.
- Core cutting and/or drilling of holes etc. in the slab(s)/beam(s)/column(s) are strictly prohibited else it may cause damage to the structure & its strength for which the Seller will not be responsible in any manner whatsoever. The Seller will also not be responsible for damages caused, if any, on account of natural calamities, unforeseen events/circumstances/ disruptions, mob/public unrest & disturbances, weather/chemical effect/s, etc. and also, if any, due to internal-external work carried out by Purchaser(s)/occupants of the scheme/Apartments/shops.
- In case of damage caused due to natural calamity or in case of redevelopment in future, the Purchasers/members of the scheme will be together/jointly entitled and authorised to re-construct the scheme/Apartments as per FSI sold to them by the Seller.

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- The Promoter hereby declares that the floor space index available as on date in respect of the project land is _____ sq mtr only and promoter has planned to utilise FSI of _____ by availing TDR or FSI available on payment of Premiums OR FSI available as incentive. FSI by implementing various schemes as mentioned in the development control regulation or based on expectation of increased FSI which may be available in future modification to development control regulation which are application to said project. The Promoter has disclosed the FSI of _____ as proposed to be utilised by him on the project land in the said project and allottee/buyer has agreed to purchase the said apartment based on proposed construction and sale of apartment to be carried out by the promoter by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to promoter only.
- If the Purchaser(s) fail/s to make the payments during the period as per schedule of payment, the Seller reserves the right to cancel this Agreement independently (single-sided) at the Purchaser(s)'s risk & cost.
- That in case there are Joint Purchaser, all communications shall be sent by the Seller to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Purchasers.
- There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- 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;
- The Seller 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;

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- The Seller 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 which will, in any manner, affect the rights of Purchaser under this Agreement;
- The Seller confirms that the Seller is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/s in the manner contemplated in this Agreement;
- After the lawful and constitutional formation of the Association the Seller shall handover lawful, vacant, peaceful and physical possession of the common areas to the Association;
- The Seller 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;

➤ **Dispute Resolution :**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Concern Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

- The terms and conditions are not exhaustive in nature. The same are subject to change from time to time without notification. General covenants and standard terms/conditions of the industry/RERA would also apply.
- After the promoter execute 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 contain in any other law for the time being in force such mortgage or charge shall not affect the


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right and interest of allottee/ buyer who has taken or agreed to take such apartment.

- The Purchaser(s) confirm(s) having read and understood the terms and conditions specified herein above, and agree(s) to abide by the same. Dispute, if any, will be subject to exclusive jurisdiction under the provisions of Courts of Vadodara.

➤ **Severability :**

If any provision of this agreement shall determine to be void or unenforceable under the act or the rules and regulations made their under or under other applicable laws such provision of the agreement shall be deemed to amended or deleted in so far as reasonably in consistent with the purpose of this agreement to the extent necessary to conform to act or the rules & regulations made their under or the applicable law as the case may be and the remaining provision of this agreement shall remain valid and enforceable as applicable at the time of execution of this agreement.

31) DETAILS OF ARCHITECH :-

WHEREAS the Seller has entered into a standard Agreement (with MR.RUCHIR SHETH C/o. DESIGN STUDIO, an Architect registered with the Council of Architects having License No.:- CA/2011/53220 DATE.20/03/2013 and such Agreement is as per the Agreement prescribed by the Council of Architects. However, the Seller herein has reserved the rights to change such Architect at any time if so desired by the Seller at its sole discretion.

32) DETAILS OF THE STRUCRAL ENGINEER :-

WHEREAS the Seller has appointed MR. MEHUL PATEL, Structural Engineer in GEO DESIGNS & RESEARCH (P) LTD. is having License No. S./118, engaged by the Seller for the preparation of the structural design and Towers of the Apartment and the Seller accepts the professional supervision of the structural Engineer till the completion of the Apartment. However, the Seller

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herein has reserved the rights to change such structural Engineer at any date if so desired by the Seller at its sole discretion.

33) PROCEDURE FOR TAKING POSSESSION :-

The Seller, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the Apartment to the Purchaser/s in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Seller shall give possession of the said Apartment to the Purchaser/s. The Seller agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Seller. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Seller or association of Purchaser/s, as the case may be. The Seller/its agent shall intimate the Purchaser/s by a written notice that the said Apartment is ready for use and occupy and offer the Purchaser/s to take possession and the Purchaser/s shall take possession of the said Apartment within 3 (three months) from the service of the said notice.

Description of the Property

Schedule -A

All the piece and parcel of land admeasuring 1770 Sq. Mtr./19,052 Sq.Ft open Non agriculture land bearing F.P. No.: 50, T.P.No.:2 situated at Moje Village Sevasi, Taluka and District: Vadodara.

Schedule of the Property

Schedule-B

Apartment No.: _____, of _____ BHK Tower, on _____ floor of "N-CREST" admeasuring _____ Sq. Mtr./_____ Sq. Ft. of carpet area, admeasuring _____ Sq. Mtr./_____ Sq. Ft. of built up area and

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admeasuring _____ Sq. Mtr./_____ Sq. Ft. Open Balcony, wash, etc. (other area) and proportionate undivided share of land/property admeasuring Sq. Mtr../ Sq. Ft. of 1770 Sq. Mtr./19,052 Sq. Ft. Non agriculture land bearing F.P. No: 50, T.P. No: 2 situated at Moje Village Sevasi, Taluka & District: Vadodara. The said Apartment No. bounded as under:

East :

West :

North :

South :

Schedule - C

Specifications of Constructions for Apartment:

SPECIFICATIONS:

Structure:

- Earthquake Resistance R.C.C. frame structure with AAC block Masonary Partitions.

Wall Finish:

- Internal wall with good quality plaster and External wall with sand face plaster.

Flooring:

- Vitrified tiles flooring in all rooms.

Kitchen:

- Granite Kitchen Platform with S.S. kitchen Sing.
- Wall tiles dado up to Lintel Level.

Toilets:

- Bathroom with good quality tile on wall & Floor.

Doors:

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- Decorative main entrance door with S.S. hardware fittings and all internal flush doors.

Electrical:

- Concealed Copper Electrical wiring with quality switches.
- Adequate light points and plug points in all rooms.

Windows :

- **Fully Glazed Aluminum windows.**

Plumbing :

- Internal Plumbing will be concealed with good quality fittings.

COMMON AMENITIES:

- Attractive Entrance Gate
- Good Quality Lift with Power Back up.
- Decorative Entrance Lobby.
- Safe and secure intercom Security System.
- 24 hrs Power Back-up in Common Areas.
- Terrace with sitouts.

IN WITNESS WITH WHEREOF THIS AGREEMENT TO SALE IS EXECUTED ON
..... THE DAY OF 2019 AT VADODARA.

Second Part / Seller /Company/ Promoter (Land Owner/s):

NANDI INFRA SPACE, a Partnership Firm

through its authorised Partner

Shri Akshay Indrakant Shah

.....

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WITNESSES:

1.

2.

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