

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) executed on _____-2023, at Vadodara.

By and Between

Sanmita Realty Private Limited, A Company Registered under the provisions of Companies Act, through its Director / authorized person/signatory Mr. _____, Aged-___ Years, Occupation: Business, Having their office at _____, Vadodara, (Pan No. _____) hereinafter referred to as the "Owner/Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Partners, successors-in-interest, executors, administrators and permitted assignees).

AND

NAME - _____ (PAN No. _____) Aged-_____ year, residing at _____, hereinafter referred to as the “Purchaser/Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Owner / Promoter are the absolute owner-occupier of the immovable property i.e. land bearing **Revenue Survey No. 912, Final Plot No. 108/3, Town Planning Scheme No. 63 having total area admeasuring 1500 Sq. Mtrs in village Gotri**, in Registration District Vadodara sub-district Vadodara. (Hereinafter referred to as “the Said Land”).

AND WHEREAS:

- B. In pursuance of the aforesaid Registered Sale Deed, the Owner / Promoter is seized and possessed of the said Land with entitlement to construct buildings thereon;
- C. The Owner / Promoter have earmarked the Said Land for the purpose of building a Residential on the said land in the name of “**AATMIYA SELENITE VILLA**”. The said Residential Project is hereinafter referred to as “**the Project**”.
- D. Non Agriculture Permission of Residential Use has been granted District Collector, Vadodara by their Order No. 1608/19/18/023/2019 DT. 05-12-2019 issued by Collector, Vadodara. For land bearing Revenue Survey No. 912, Final Plot No. 108/3, Town Planning Scheme No. 63 having total area admeasuring 1500 Sq. Mtrs in village Gotri, Vadodara.

- E. The Vadodara Mahanagarpalika has granted the commencement certificate to develop the Project vide approval Development Permission/Raja Chitthi No. Ward/11 – 003LD22230166 Dt. 26-11-2022.
- F. The Owner / Promoter have obtained sanction/approval of the final plans for the Project from Vadodara Mahanagarpalika and accordingly the Owner / Promoter has commenced the work of construction and development of the Project.
- G. The Owner / Promoter has got most of the approvals from the concerned local authorities, municipal corporation and/or Government, as required by law, pertaining to the plans, the specifications, elevations, sections of the Project and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Use Permission for the Residential Project;
- H. While sanctioning/approving the plans the concerned local authority, municipal corporation and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner / Promoter while developing the Project. Upon due observance and performance of the said terms, conditions, and stipulations etc. the Building Use Permission in respect of the Project shall be granted by the concerned authority, corporation and/or Government.
- I. The Owner / Promoter has got the project registered under the provisions of the Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as “the Act”, with the Real Estate Regulatory Authority at Gandhinagar vide acknowledge No. _____ Dt. 00-00-2023.
- J. By virtue of absolute ownership and possession of the Project, the Owner / Promoter has the sole and exclusive right to sell the Residential Apartments of the Project constructed upon the Said Land and to enter into agreement(s) with the allottee(s) of the Residential Apartments and to receive the sale consideration in respect thereof;
- K. The Allottee has applied to the Owner / Promoter for allotment of **VILLA No. AATMIYA SELENITE VILLA** having Plot area admeasuring _____ **sq. meters** of the Project known as “**AATMIYA SELENITE VILLA**” constructed upon the Said Land (hereinafter referred to as “**the Villa**”, more particularly described in **Schedule**).
- L. The Plot area of “the Villa” is _____ **square meters** and “Plot area” means the net usable floor area of “the Villa”, excluding the area covered by the external walls, areas under service shafts, exclusive veranda area and exclusive open terrace area but includes the area covered by the internal partition walls of “the Villa”.
- M. At the request of the Allottee, the Owner / Promoter has given inspection to the Allottee of all documents of title relating to the Said Land and the plans, designs and specifications prepared by the Owner / Promoter's Architects Mr. NEEL PATEL (Prop. of M/s RIDGE ASSOCIATES), and of such other documents as are specified under the Act and Rules and Regulations made there under and the Allottee is satisfied with the same.
- N. The authenticated copies of Certificate of Title issued by Attorney at Law or Advocate of the Owner / Promoter, Property Card, Extract of Village Forms 7/12, 8-A and 6 and other

relevant revenue records showing the nature of the title of the Owner / Promoter to the Said Land on which the Project is being constructed have also been inspected and the Allottee is satisfied in respect of the same.

- O. The authenticated copies of plans sanctioned/approved by the local authority, Municipal Corporation and/or Government have also been inspected by the Allottee.
- P. Prior to the execution of this Agreement, the Allottee has paid to the Owner / Promoter a sum of **Rs. _____/- (Rupees _____ only) vide Cheque No. _____, dt. _____-2023 of _____ Bank**, being part payment of the sale consideration of “the Apartment” agreed to be sold by the Owner / Promoter to the Allottee as advance payment or Application Fee, the payment and receipt whereof the Owner / Promoter doth hereby admit and acknowledge, and the Allottee has agreed to pay to the Owner / Promoter the balance of the sale consideration in the manner hereinafter appearing.
- Q. 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.
- R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner / Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Villa and the garage/closed parking (if applicable).

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1 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 Owner / Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the villa of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
 - 1 (a) The Allottee hereby agrees to purchase from the Owner / Promoter and the Owner / Promoter hereby agrees to sell to the Allottee, Villa No. __ AATMIYA SELENITE VILLA in having Plot area admeasuring _____ sq.metres (as per RERA Guideline) (hereinafter referred to as “**the villa**”), more particularly described in Second Schedule hereto for a total consideration of **Rs. _____/- (Rupees _____ only)**, including consideration towards 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 agreed herewith, a detailed bifurcation of the said total consideration is more particularly described in Schedule hereto.

- 1(a/1) Said property mentioned in the schedule hereto has balcony having total area admeasuring **Sq. Mtrs.**
- 1(a/2) Said property mentioned in the schedule hereto has wash area having total area admeasuring **Sq. Mtrs.**
- 1(a/3) Said property mentioned in the schedule hereto has undivided share in common land admeasuring **sq. mtrs.**
- 1(a/4) Said entire property is having parking space as per the construction permission and approved plan.

1 (b) The Allottee has paid on or before execution of this Agreement a sum of **Rs. _____/- (Rupees _____ only)** and hereby agrees to pay to the Owner / Promoter the balance amount in the following manner:-

- (i) Not more than 30 % of the total consideration to be paid to the Owner / Promoter as per their demand on or after execution of present agreement to sale.
- (ii) Not more than 45 % of the total consideration to be paid to the Owner / Promoter on completion of Plinth of the said villa is located.
- (iii) Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- (iv) Not more than 75% of the total consideration to be paid to the Owner / Promoter on casting of slab of relevant floor of the said villa is located.
- (v) Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.
- (vi) Not more than 85% of the total consideration to be paid to the Owner / Promoter on plastering and construction of the said villa is located.
- (vii) Not more than 95% of the total consideration to be paid to the Owner / Promoter on completion of plumbing and installation of doors and windows of the said villa is located.
- (viii) Not more than 100% of the total consideration to be paid to the Owner / Promoter before execution of the Sale deed execution of the villa.

1(C). The total price as stated above excludes maintenance deposit, maintenance expenses, development charges, stamp duty expenses, registration fees and said price is **exclusive of taxes (consisting of tax paid or payable by the Owner /**

Promoter by way of GST and cuss or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Owner / Promoter) up to the date of handing over the possession of the Villa, which shall be separately payable by the Allottee in the manner as may be decided by the Owner / Promoter.

In addition to the above, the Allottee shall also make payment of his proportionate share of the following:-

- I. Charges for providing any additional work relating to the said UNIT at the request of the Allottee and/or for providing any additional utility in or around the said UNIT in excess of those agreed to be paid provided by the Owner / Promoter to the Allottee under this Agreement. The charges for such extra work which will be calculated on the reasonable estimation by the Owner / Promoter shall be paid in advance by the Allottee before carrying out such additional or alteration work only at the sole discretion of Owner / Promoter.
 - II. All betterment fees, taxes and other levies, charges, imposed by the Government or any other authority on the Project or any part thereof and/or the said UNIT shall be paid and borne by the Allottee proportionate to its/her/his interest therein and those relating only to the said Unit shall be borne solely and exclusively by the Allottee.
- 1.2 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, 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 from time to time. The Owner / Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Owner / Promoter shall enclose the said notification / order / rule / regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.3 The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount/ advance amount, at the time of application the payment and receipt of which the Owner / Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of “the Apartment” as per the time schedule (hereinafter referred to as “Clause No. 1(b)”) and as may be demanded by the Owner / Promoter within the time and in the manner specified therein.
- 1.4 The Owner / Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3 %. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner / Promoter. If there is any reduction in the carpet area within the defined limit, then the Owner / Promoter shall

refund the excess money paid by the Allottee within forty-five days with annual interest at the rate of MCLR+2% from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Owner / Promoter shall demand additional amount from the Allottee as per next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square metre as agreed in this Agreement.

- 1.5 The Owner / Promoter hereby declares that the Base Floor Space Index available as on date in respect of the project land is 1500 Sq.metres only and Owner / Promoter has planned to utilize Additional Floor Space Index of 2700 Sq.metres by availing 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 Owner / Promoter has disclosed in aggregate the Floor Space Index of 1239.19 Sq.metres as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartment to be carried out by the Owner / Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owner / Promoter only.

And that the Allottee further agrees that in future if there is any additional FSI available from the Competent / appropriate Authority for construction, then the Owner / Promoter shall become its absolute owner and shall have full right to make additional construction on the entire land and / or the buildings or the Owner / Promoter can use such additional FSI at any other location, subject to the applicable law. The Allottee / Association of Allottees shall have no claim or right for such additional FSI Rights or proceeds realized from additional construction / sale of FSI Rights. The Owner / Promoter has disclosed the Floor Space Index of 2.7 as proposed to be utilized by it on the Project Land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Owner / Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owner / Promoter only.

- 1.6 The Owner / Promoter reserves the right to administrate the Parking Discipline and Parking Facility of the entire Project as the Owner / Promoter may deem fit at its sole discretion. And none of the Villa Holder of the said Project or their transferees / assignees etc. will be entitled to raise any objection against such administration.
- 1.7 That the Allottee hereby undertakes to sign all necessary undertakings, affidavits, bonds, declarations, confirmations required in the same concern as well as regarding any of the covenants agreed under this Agreement. And all the terms and condition as well as all the bindings / undertakings of such documents signed by the Allottee shall be binding upon the transferees / assignees / successors / tenants and future owners and occupiers and users of the said Property.

- 1.8 The Owner / Promoter agree and acknowledge, the Allottee shall have the right to “the Villa” as mentioned below:
- (i) The Allottee shall have exclusive ownership of “the Villa”.
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Owner/Promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act.
 - (iii) That the computation of the price of “the Villa” includes recovery of price of land, construction of [not only “the Apartment” but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- 1.9 It is made clear by the Owner / Promoter and the Allottee agrees that “the Villa” along with Allotted Car parking/s shall be treated as a single indivisible Villa for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project’s facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.10 The Owner / Promoter shall maintain a separate account in respect of sums received by the Owner / Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 1.11 The Allottee shall have no claim save and except in respect of the Villa hereby agreed to be sold to him and all open spaces, parking spaces, will remain the property of the Owner / Promoter until the same is transferred as here in before mentioned.

2. MODE OF PAYMENT

- 2.1 Subject to the terms of the Agreement and the Owner / Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Owner / Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favor of ‘**SANMITA REALTY PVT.LTD.**’ payable at Vadodara.

Provided that if the Allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate MCLR+2% per annum from the date of receipt till repayment of such amounts.

- 2.2 The Allottee agrees to pay to the Owner / Promoter, interest at the rate of MCLR+2 % per annum, on all the delayed payment which become due and payable by the Allottee to the Owner / Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Owner / Promoter. The right of the owners to receive interest as aforesaid shall not entitle the Allottee to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the owners of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Allottee. Provided however that nothing contained in this clause, shall affect the right of the Owner / Promoter to terminate this Agreement, in accordance with Clause No. 10.3, on the Allottee committing default in payment on due date of the amounts so payable.
- 2.3 Without prejudice to the right of owners to charge interest upon the Allottee committing default in payment on due date of any amount due and payable by him/her/them (including proportionate share of taxes levied by concerned local authority and other outgoings) and upon the Allottee committing three defaults of payment of instalments, the owners shall at its own discretion, may terminate this Agreement; Provided that the owners shall give notice of fifteen days in writing to the Allottee by Registered Post AD or by e-mail at address provided by him/her/them, of owner's intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If Allottee fails to rectify the breach or breaches mentioned therein within the period of notice then at the end of such notice period, owners shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, owner shall refund to Allottee amount paid by him/her/them without any interest (subject to adjustment and recovery of Earnest money deposit, brokerage paid and taxes or any other amounts paid as liquidated damages) within a period of thirty days of the termination of this Agreement. Upon termination the owners shall be free to allot the said villa any person(s) of their choice and the Allottee shall have no objection thereto. On cancellation/termination, Allottee shall have no claim of any nature whatsoever against owners except in respect of the balance amount payable if any.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc.

and provide the Owner / Promoter with such permission, approvals which would enable the Owner / Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Owner / Promoter accept no responsibility in this regard. The Allottee shall keep the Owner / Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Owner / Promoter immediately and comply with necessary formalities if any under the applicable laws. The Owner / Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said villa applied for herein in any way and the Owner / Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

- 4.1 The Allottee authorizes the Owner / Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Owner / Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Owner / Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Owner / Promoter as well as the Allottee. The Owner / Promoter shall abide by the time schedule for completing the project and handing over the Villa to the Allottee and the common areas to the association of the Allottees after receiving the villa Use Permission, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner / Promoter as provided in **Clause No. 1(b)**.

6. CONSTRUCTION OF THE PROJECT/ VILLA

The Allottee has seen the specifications of the villa and accepted the Payment Plan, Floor plan, Layout plan which has been approved by the competent authority, as represented by the Owner/Promoter. The Owner / Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Owner / Promoter undertakes to strictly abide by such plans approved by the competent Authorities.

7. POSSESSION OF “VILLA”

- 7.1 **Schedule for possession of the said villa:** The Owner / Promoter agree and understand that timely delivery of possession of “the Villa” is the essence of the Agreement. The Owner / Promoter, based on the approved plans and specifications, assures to hand over possession of the Villa on or before **31-12-2025** months from the date of execution of present agreement to sale (hereinafter referred to as "the scheduled date of possession", unless there is delay or failure due to war, civil commotion, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or act of God or any notice, order, rule, notification of the Government or competent authority/court affecting the regular development of the real estate project (“**Force Majeure**”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owner / Promoter shall be entitled to reasonable extension of time for delivery of possession of “the Villa”, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.
- 7.2 The Allottee agrees and confirms that, in the event it becomes impossible for the Owner / Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner / Promoter shall refund to the Allottee the entire amount received by the Owner / Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Owner / Promoter and that the Owner / Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.3 In the event the Owner / Promoter fails to abide by the time schedule for completing the project and does not hand over the possession of “the Villa” to the Allottee by the scheduled date of possession, the Owner / Promoter shall pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of MCLR+2% per annum on all the amounts paid by the Allottee, for every month of delay, till the date of handing over of the possession.
- 7.4 **Procedure for taking possession** - The Owner / Promoter, upon obtaining the Occupancy Certificate from the competent authority shall offer in writing the possession of “the Villa” to the Allottee in terms of this Agreement, to be taken within 3 (three months from the date of issue of such written notice and the Owner / Promoter shall give possession of “the Villa” to the Allottee. The Owner / Promoter agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner / Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Owner / Promoter/association of Allottees, as the case may be. The Owner / Promoter on its behalf shall offer the possession to the Allottee in writing within seven (7) days of receiving the villa Occupancy Certificate of the Project.
- 7.5 The Allottee shall take possession of “the Villa” within 30 days of the written notice from the Owner / Promoter to the Allottee intimating that “the Villa” is ready for use and occupancy.

- 7.6 **Failure of Allottee to take Possession of Villa:** Upon receiving a written intimation from the Owner / Promoter as per clause 7.4, the Allottee shall take possession of “the Villa” from the Owner / Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner / Promoter shall give possession of “the Villa” to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.5, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.7 **Possession by the Allottee** - After obtaining the Occupancy Certificate and handing over physical possession of “the Villa” to the Allottee, it shall be the responsibility of the Owner / Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee or the competent authority, as the case may be, as per the local laws.
- 7.8 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Owner / Promoter, the Owner / Promoter shall refund to Allottee amount paid by him/her/them without any interest (subject to adjustment and recovery of Earnest money deposit, brokerage paid and taxes or any other amounts paid as liquidated damages) within a period of 45 days of the cancellation of this Agreement. Upon cancellation the owners shall be free to allot the said Villa to any person(s) of their choice and the Allottee shall have no objection thereto. On cancellation/termination, Allottee shall have no claim of any nature whatsoever against owners except in respect of the balance amount payable if any.
- 7.9 **Compensation** –
The Owner / Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.
Except for occurrence of a Force Majeure event, if the Owner / Promoter fails to complete or is unable to give possession of the Villa (I) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Owner / Promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Owner / Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Villa with interest at the rate MCLR+2% percent per annum within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Owner / Promoter

shall pay the Allottee interest at the rate MCLR+2% percent per annum for every month of delay, till the handing over of the possession of the Villa.

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

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER / PROMOTER

The Owner / Promoter hereby represent and warrants to the Allottee as follows:

- (i) The Owner / Promoter has absolute, clear and marketable title with respect to the Said Land; Accordingly the Owner / Promoter has requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the Said Land for the Project;
- (ii) The Owner / Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project;
[In case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (i) There are no litigations pending before any Court of law with respect to the said Land, Project or the Villa;
- (ii) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Villa are valid and subsisting and have been obtained by following due process of law. Further, the Owner / Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Villa ,common areas;
- (iii) The Owner / Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (iv) The Owner / Promoter 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 said Land, including the Project and the said the Villa which will, in any manner, affect the rights of Allottee under this Agreement;

- (v) The Owner / Promoter confirms that the Owner / Promoter is not restricted in any manner whatsoever from selling the said Villa to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Owner / Promoter shall handover lawful, vacant, peaceful, physical possession of the Villa to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Owner / Promoter has duly paid and shall continue to pay and discharge all 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;
- (xii) 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 by or served upon the Owner / Promoter in respect of the said Land and/or the Project.

9. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

9.1 The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands "the Villa" may come, hereby covenants with the Owner / Promoter as follows :-

- a) In order to ensure timely payments of the proportionate rates and taxes applicable to individual Units as calculated by the Owner / Promoter, the Allottee shall deposit reasonable amounts on a pro-rata basis with the Owner / Promoter.
- b) To be liable and responsible for direct payment of electricity and other utilities consumed in or relating to the said unit wholly and proportionately in relation to common parts which shall be paid by the Maintenance Society.
- c) Not to subdivide the said unit, servant quarter and/or parking space, if allocated, or any portion thereof.
- d) Not to do any act deed or thing to obstruct the construction and completion of the said Villa in any manner whatsoever and notwithstanding any temporary obstruction in the Allottee's enjoyment of the said Villa.
- e) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in any part of the Building including common areas etc. except in the garbage bin provided for.
- f) Not to discharge into any conducting medial any oil or grease or discharge solid or semi-solid waste into the waste and soil discharge lines or discharge any harmful effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting medial or drainage of the Project.
- g) Not to cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damages to any flooring or ceiling of the

said villa or any other portion over or below the said villa or adjacent to the said villa or in any manner interfere with the use and right and enjoyment thereof or of any open spaces available for common use.

- h) Not to damage or demolish or cause to be damaged or demolished the said villa and/or the fittings & fixtures affixed thereto or any part thereof at any time.
- I) Not to close or permit the closing of verandah or lounges and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or balconies or any external walls, or both the faces of outside doors and windows , including grill of the said unit which in the opinion of the Owner / Promoter differs from the design and colour scheme of the Building or may affect the elevation in respect of the exterior walls of the Building. In case the Allottee shall require putting grills on the exterior part of his/her/its unit, the design of the same shall be approved by Owner / Promoter in advance but in no event the Allottee shall install any box type grills.
- j) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said villa or any part of the Plot or cause increased premium to be payable in respect thereof, if the Building is insured.
- k) Not to make any structural addition and/or alteration such as in beams, columns, partition walls etc. in the said villa except with the prior approval in writing of the Owner / Promoter and with the sanction of Vadodara Municipal Corporation and/or concerned authority.
- l) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the constructions of any part thereof.
- m) Not to install any air conditioners and/or exhaust fans, save and except at such places as are provided for the same or at such places as may be designated by the Owner / Promoter.
- n) Not to use the said unit or permit the same to be used for any purpose other than residential viz. for commercial use and for purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of the villa or to the owners and occupiers of the neighboring units/premises or for any illegal or immoral purposes or as boarding house, guest house, nursing home, amusement or entertainment center, eating or catering place, dispensary or a meeting place whatsoever. Not to use the said villa or any part thereof for any political meeting nor for any dangerous noxious or offensive trade or business or for holding any Lotteries Auctions or Gambling including Pool Tables and Bowling Alleys or Diagnostic Laboratory or Chamber either for a Doctor or a Nursing Home or for any other purpose without the consent of the Owner / Promoter. Not to keep in the parking space, if allotted, anything other than private motor car or motorcycle and shall not raise or put up any kutchra or pucca construction thereon or part thereof and shall keep it always open as before. Dwelling or staying by any person or blocking by putting any article shall not be allowed in the car parking space.

- o) Not to park car scooter or any vehicle on the pathway or open spaces of the **Villa** or at any other place except the space allotted in writing for car / scooter or any other motor vehicle parking.
- p) Not to keep or store in the said villa any article or thing which is or might become dangerous, offensive, combustible, inflammable, radioactive or explosive or which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise save as may be normal and compatible with good class residential area.
- q) To abide by such rules and regulation as may be made applicable by the Owner / Promoter before the formation of the holding organization and/or adhere to the Villa organization after it is incorporated to comply with and/or adhere to the buildings and regulations of such holding organization.
- r) To maintain “the Villa” at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of “the Villa” is taken and shall not do or suffer to be done anything in or to the Villa in which “the Villa” 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 Villa” is situated and “the Villa” itself or any part thereof without the consent of the local authorities, if required.
- s) Not to store in “the Villa” 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 Villa” 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 Villa” is situated, including entrances of the building in which “the Villa” is situated and in case any damage is caused to the building in which “the Apartment” is situated or “the Villa” on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- t) To carry out at his own cost all internal repairs to the said villa and maintain “the Villa” in the same condition, state and order in which it was delivered by the Owner / Promoter to the Allottee and shall not do or suffer to be done anything in or to the Villa in which “the Villa” is situated or “the Villa” which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- u) NOT TO OBJECT AND CONSENT for any variations in colour, size and design etc. of the tiles, marble, granite, stones or any other construction material provided in the premises during repairs/replacement which are beyond control of the owners.
- v) Not to change or cause to change the name of the Project- **“AATMIYA SELENITE VILLA”** under any circumstances.

10 EVENTS OF DEFAULTS AND CONSEQUENCES

10.1 Subject to the Force Majeure clause, the Owner / Promoter shall be considered under a condition of Default, in the following events:

- (i) Owner / Promoter fails to provide ready to move in possession of the Villa to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that "the Villa" shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Owner / Promoter's business as an Owner / Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

10.2 In case of Default by Owner / Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Owner / Promoter as demanded by the Owner / Promoter. If the Allottee stops making payments, the Owner / Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Owner / Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of "the Villa", along with interest @ MCLR+2% percent per annum within 45 days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Owner / Promoter, interest @ MCLR+2% percent per annum for every month of delay till the handing over of the possession of the Villa.

10.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for TWO (02) consecutive demands made by the Owner / Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Owner / Promoter on the unpaid amount interest @ MCLR+2% percent per annum for every month of delay.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond Four (04) consecutive months after notice from the Owner / Promoter in this regard, the Owner / Promoter shall cancel the allotment of the Villa in favor of the Allottee and shall refund to Purchaser(s) amount paid by him/her/them without any interest (subject to adjustment and recovery of Earnest money deposit, brokerage paid and taxes or any other amounts paid as liquidated damages) within a period of 45 days of the cancellation of this Agreement. Upon cancellation the owners shall be free to allot the said villa to any person(s) of their choice and the Allottee shall have no objection thereto. On cancellation/termination, Allottee shall have no claim of any

nature whatsoever against owners except in respect of the balance amount payable if any.

11. CONVEYANCE OF THE SAID APARTMENT

The Owner / Promoter, on receipt of complete amount of the Price of the Villa under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Villa together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the Occupancy Certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Owner / Promoter to withhold registration of the conveyance deed in his/her favor till full and final settlement of all dues and stamp duty and registration charges to the Owner / Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

12. MAINTENANCE OF THE SAID VILLA / PROJECT

- 12.1 The Owner / Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee.
- 12.2 The Owner / Promoter will form a Maintenance Society for the purpose of maintenance and upkeep of the said Project including common parts and elements and the Allottee shall co - operate fully with the Owner / Promoter and shall sign all documents and necessary papers for the purpose
- 12.3 The Allottee agrees to observe the rules, framed from time to time by the Owner / Promoter / Maintenance Society for quiet and peaceful enjoyment of the said villa and common areas, amenities of the Project. The Allottee shall proportionately liable and accept the payments made by the Owner / Promoter on account of the common expenses and other outgoing expenses with effect from the date of completion or date of possession of "the Villa" whichever is earlier and Allottee shall pay to the Owner / Promoter / Maintenance Society, the non-refundable maintenance on proportionate basis on demand as and when required.
- 12.4 No individual / independent Allottee or group of Allottee will form any other Ad-Hoc-Committee, Holding Organization or Maintenance Society / Company, other than the one formed by the Owner / Promoter nor will the Owner / Promoter be obliged to recognize one, if at all formed, despite this restriction, unless the same has the 100% collective mandate of all the Allottee.
- 12.5 All Maintenance Charges, deposits, payments for common purposes, taxes, mutation fees and all other outgoings shall be paid to and kept with the Maintenance Society.
- 12.6 The Allottee shall be proportionately liable for payments of the common expenses and other outgoing expenses from the date of possession of "the Villa", including

the rates and taxes for and/or in respect of the said Project. Provided however that the Owner / Promoter may pay the rates and taxes of the Project and it's including common parts/area out of the non-refundable maintenance expenses taken for one year. The Allottee shall also be liable and responsible for payment of the Municipal rates and taxes for "the Villa" from the date of possession and pay the same to the Owner / Promoter / Maintenance Society as the case may be on proportionate basis on demand, till such time the mutation of individual Residential Villa are completed in government records and individual Allottees are assessed separately.

- 12.7 The Owner / Promoter from time to time may change, alter, add to or modify the Rules the Maintenance Society and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of "the Villa's by their respective Owners or for the mutual benefit of the Co-Owners.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Villa on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottee (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottees from time to time.

14. RIGHT TO ENTER "THE VILLA" FOR REPAIRS

The Owner / Promoter / maintenance agency /association of Allottee shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee and/or maintenance agency to enter into the Villa or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

The Allottee shall use "the Villa" or any part thereof or permit the same to be used only for the lawful Residential purpose. The Allottee shall use the garage or parking space only for purpose of keeping or parking vehicle.

- 16. GENERAL COMPLIANCE WITH RESPECT TO "THE VILLA":** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Villa at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Villa, or "the Villa", or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to "the Villa" and keep "the Villa", its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the

support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Plot or anywhere on the exterior of the Project, Plot therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Villa or place any heavy material in the common passages or staircase of the Villa. The Allottee shall also not remove or damage or alter any wall, including the outer and load bearing wall or column or beam or any structural member of the Villa. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner / Promoter and thereafter the association of Allottee and/or maintenance agency appointed by association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of an Villa with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Villa, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of “the Villa”/ at his/ her own cost.

The Allottee hereby covenants that as member of the proposed society, he shall ensure that the proposed society shall preserve and maintain the documents/plans received from the owners/Architect and subsequently carry out necessary repairs/ structural audit at regular interval and also present periodical structural audit reports and repair history, to check and to carry out from time to time as per requirement of the Vadodara Mahanagarpalika, through an authorized agency of Vadodara Mahanagarpalika

18. ADDITIONAL CONSTRUCTIONS

The Owner / Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. OWNER / PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Owner / Promoter executes this Agreement he shall not mortgage or create a charge on the [Villa] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [villa].

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Owner / Promoter have assured the Allottee that the project in its entirety is in accordance with the provisions of the THE GUJARAT OWNERSHIP VILLA ACT,

1973. The Owner / Promoter showing compliance of various laws/regulations as applicable in THE GUJARAT OWNERSHIP VILLA ACT, 1973.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Owner / Promoter does not create a binding obligation on the part of the Owner / Promoter or the Allottee. 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 Owner / Promoter. If the Allottee(s) fails to execute and deliver to the Owner / Promoter 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 Owner / Promoter, then the Owner / Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) 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.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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 villa as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 Villa, in case of a transfer, as the said obligations go along with the Villa for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Owner / Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Owner / Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owner / Promoter to exercise such discretion in the case of other Allottees.

- 25.2 Failure on the part of the Owner / Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 25.3 Any delay or indulgence shown by the owners in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee shall not be construed as a waiver on the part of the owners for any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the owners

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there-under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made 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.

27. 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 the proportion which the carpet area of the Villa bears to the total carpet area of all the Villa in the Project.

28. 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.

29. PLACE OF EXECUTION

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

This Agreement is executed in accordance with the provisions of section 13 of the RERA Act and shall be presented for registration as per provisions of the Registration Act, 1908.

31. NOTICES

That all notices to be served on the Allottee and the Owner / Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Owner / Promoter by Registered Post at their respective addresses specified below:

Owner / Promoter

Sanmita Realty Private Limited through its authorized signatory Mr.
_____, Having their office at _____, Vadodara.

Allottee

----PURCHASER-----

Residing at- _____.

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

32. The Allottee hereby declare/s that (a) he/she/they/it has gone through this Agreement and all the documents related to the Property; (b) has expressly understood the contents, terms and conditions of the same; and (c) the owners have entered into this Agreement with the Allottee, relying solely on the Allottee, agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee, to be observed, performed and fulfilled and complied with. Therefore, the Allottee, hereby agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the owners and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee.

33. **JOINT ALLOTTEES**

That in case there are Joint Allottee all communications shall be sent by the Owner / Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee.

34. **STAMP DUTY AND REGISTRATION:**

- 34.1 All stamp fees, registration charges, Advocate fee and incidental expenses for and/or in relation to this Agreement and/or Conveyance of the said Apartment in the said Project and also for any other assurances/deeds required to be made for in relation to the same, shall be paid by the Allottee.

34.2 The Allottee and/or Owner / Promoter 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.

35. 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.

36. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, In case of failure to settle the dispute amicably, which shall be referred to Gujarat Real Estate Regulatory Authority, as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

37. JURIDICITION

Courts at Vadodara alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this Agreement.

38. 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.

SCHEDULE

ATMIYA SELENITE VILLA NO _____ plot area _____ and share in undivided land area admeasuring _____ Sq.metres (as per RERA Guideline) Said "ATMIYA SELENITE VILLA" is situated in land bearing Revenue Survey No. 912, Final Plot No. 108/3, Town Planning Scheme No. 63 having total area admeasuring 1500 Sq. Mtrs in village Gotri, in Registration District Vadodara sub-district Vadodara. Said PLOT No. AATMIYA SELENITE VILLA is agreed to be sold The Party of the Second Part. Said property is bounded as under.

East :
West :
North :
South :

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

Sanmita Realty Private Limited
Through its Director / authorized Person/signatory
Mr. _____
Owner / Promoter

In the Presence of:-

1. _____

2. _____