

AGREEMENT TO SELL
OF
Unit No [•],>Tower – I, Tower name “Ibiza” of Pratham Riviera,
Bil, VADODARA
Consideration: Rs.: [•]

This Agreement made at Vadodara this.....day of..... in the year Two Thousand and.....

BETWEEN

ALLOTTEES/S

1.

«Name of the legal owner 1»

aged:

adult,

occupation:

«Occupation of legal owner 1»

residing

at:

«House numberlegal owner 1»,«COlegal owner 1»

«STREET1legal owner 1»,«STREET2legal owner 1»,«STREET3legal owner 1»«CIT

Ylegal owner 1»,«POSTCODElegal owner 1»,«Statelegal owner 1»,«Countrylegal

owner 1»

PAN No. «PAN_NOlegal_owner_1»
2.

«Name of the legal owner 2»

aged:

adult,

occupation:

«Occupation of legal owner 2»

residing

at:

«House numberlegal owner 2»,«COlegal owner 2»

«STREET1legal owner 2»,«STREET2legal owner 2»,«STREET3legal owner 2»«CIT

Ylegal owner 2»,«POSTCODElegal owner 2»,«Statelegal owner 2»,«Countrylegal

owner 2»

PAN No. «PAN_NOlegal_owner_2»
3.

«Name_of_the_legal_owner_3»

aged:

adult,

occupation:

«Occupation of legal owner 3»

residing

at:

«House_numberlegal_owner_3»

«COlegal_owner_3»

«STREET1legal_owner_3»

«STREET2legal_owner_3»

«STREET3legal_owner_2»

«CITYlegal_owner_3»

«POSTCODElegal_owner_3»

«Statelegal_owner_3»

«Countrylegal_owner_3»

PAN No «PAN_NOlegal_owner_3»
4.

«Name_of_the_legal_owner_4»

aged:

adult,

occupation:

«Occupation of legal owner 4»

residing

at:

«House_numberlegal_owner_4»

«COlegal_owner_4»

«STREET1legal_owner_4»

«STREET2legal_owner_4»

«STREET3legal_owner_4»

«CITYlegal_owner_4»

«POSTCODElegal_owner_4»

«Statelegal_owner_4»

«Countrylegal_owner_4»

PAN No «PAN_NOlegal_owner_4»
5.

«Name of the legal owner 5»

aged:

adult,

occupation:

«Occupation of legal owner 5»

residing

at:

«House_numberlegal_owner_5»

«COlegal_owner_5»

«STREET1legal_owner_5»

«STREET2legal_owner_5»

«STREET3legal_owner_5»

«CITYlegal_owner_5»

«POSTCODElegal_owner_5»

«Statelegal_owner_5»

«Countrylegal_owner_5»

PAN No «PAN_NOlegal_owner_5»
6.

«Name_of_the_legal_owner_6»

aged:

adult,

occupation:

«Name of the legal owner 6»

residing

at:

«House_numberlegal_owner_6»

«COlegal_owner_6»

«STREET1legal_owner_6»

«STREET2legal_owner_6»

«STREET3legal_owner_6»

«CITYlegal_owner_6»

«POSTCODElegal_owner_6»

«Statelegal_owner_6»

«Countrylegal_owner_6»

PAN No

«PAN_NOlegal_owner_6»

(Hereinafter in this agreement, referred to as the "**ALLOTTEE/S**" or "**PARTY OF THE FIRST PART**", which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to mean and include his/her/their heirs, executors, assigns, administrators, legal representatives etc; of the **ALLOTTEE(S)**).

AND

LANDOWNERS/S: PROMOTER/S:

M/s. Pratham Developers, A Partnership Firm (Owner of land bearing Old R. S. No. 782 having New Block No. 568 Paiki 1 of Mouje Village Bil, District Sub district Vadodara), registered under the Partnership Act, 1932, having its office at: 'PRATHAM", Makrand Desai Road, Gotri, Vadodara-390 007, through its managing Partner and power of attorney holder – SHRI JAYANT S. SANGHVI age about adult, occupation: Business, Permanent residing at: Pratham, Makrand Desai Road, Gotri, Vadodara -390007 PAN No. AAHFP2699D.

(Hereinafter in this agreement, referred to as the "**LANDOWNERS**" OR "**PROMOTER**", Which expression shall, unless it be repugnant to the context and meaning thereof be deemed to mean and include his/her/their heirs, present as well as future partners of the firm, executors, assignees, administrators, representatives, of the PROMOTER.)

WHEREAS,

- A. M/s. Pratham Developers purchased 1318 smt. of Non – Agricultural lands being part of Old R.S.No.783 having New Block No.567 Paiki of village Bil, in Registration District and Sub-District, Vadodara, through registered Sale Deed on 12.05.2011, the Said Sale Deed is duly registered with the office of sub registrar of assurance, Vadodara via Sr. No. 5181.
- B. M/s. Pratham Developers purchased 3186 smt of Non – Agricultural lands being part of Old R.S. No. 782 having New Block No. 568 Paiki of village Bil, in Registration District and Sub-District, Vadodara, through registered Sale Deed on 12.05.2011, the Said Sale Deed is duly registered with the office of sub registrar of assurance, Vadodara via Sr. No. 5183.
- C. Jayant Shantilal Sanghvi, authorized partner of M/s Pratham Developers, purchased 8966 smt of agricultural lands being part of Old R.S.No. 790, 791 having New Block No. 571/A & 571/B of village Bil, in Registration District and Sub-District, Vadodara, through registered Sale Deed on 30.09.06, the Said Sale Deed is duly registered with the office of sub registrar of assurance, Vadodara via Sr. No. 8020 & then the agricultural lands being part of Old R. S. No. 790, 791 having New Block No. 571/A & 571/B of village Bil, in Registration District and Sub-District, Vadodara was converted in to the Non – Agricultural lands.
- D. Jayant Shantilal Sanghvi, authorized partner of M/s Pratham Developers, purchased 6272 smt agricultural lands being part of Old R.S.No. 807, 808 having New Block No. 580 of village Bil, in Registration District and Sub-District, Vadodara, through registered Sale Deed on 04.10.06, the Said Sale Deed is duly registered with the office of sub registrar of assurance, Vadodara via Sr. No. 8074 & then the agricultural lands being part of Old R. S. No. 807, 808 having New Block No. 580 of village Bil, in Registration District and Sub-District, Vadodara was converted in to the Non – Agricultural land.
- E. Jayant Shantilal Sanghvi, authorized partner of M/s Pratham Developers, purchased 5969 smt agricultural lands being part of Old R.S.No. 797 having New Block No. 574 of village Bil, in Registration District and Sub-District, Vadodara, through registered Sale Deed on 04.10.06, the Said Sale Deed is duly registered with the office of sub registrar of assurance, Vadodara via 8080 & then the agricultural lands being part of Old R. S. No. 797 having New Block No. 574 of village Bil, in Registration District and Sub-District, Vadodara was converted in to the Non – Agricultural land.

Jayant Shantilal Sanghvi decided to carry out development of the project under Partnership Firm Ms. Pratham Developers and have accordingly introduced their respective shares in the above said lands to the said Partnership Firm.

- F. So Land owners are the sole and absolute owners of the land bearing Old R. S. No. 783,782, 790, 791, 807, 808 & 797 having New Block No. 567 Paiki, 568 Paiki, 571/A, 571/B, 574 and 580 respectively of Mauje Village Bil, District Sub District Vadodara and are entitled to deal with the same in any manner as they deem fit hereinafter referred to as the "Said Lands".
- G. Permission for non-agricultural use for the land bearing Block No. 567 granted by the order of the District Collector Office, Vadodara, No. RV/NA/SR/61/2010-2011 No. Land-D/Section-65/Vashi/9035/2012 dated 11.01.11, Permission for non-agricultural use for the land bearing Block No. 568 granted by the order of the District Collector Office, Vadodara, No. NA/SR/99/2009-2010 No. Land-D/Section-65/Vashi/6759/2010 dated 04.10.11 & Permission for non-agricultural use for the land bearing Block No. 571/A, 571/B, 574 & 580 granted by the order of the District Development Officer, Vadodara, No. L.N.D/S.R.-1/272/2007-08 dated 18.08.08

The Vadodara Urban Development Authority has approved Layout Plans and Plans for construction on the Said Lands vide Revised Construction Permission No. UDA/Plan-2/Permission/492/2012 dated 02-01-13, UDA/Plan-2/Permission/197/2013 dated 05-06-13, UDA/Plan-2/Permission/95/2014 dated 28-02-2014 and UDA/Plan-6/Permission/48/2016 dated 01-09-2016.

WHEREAS by virtue of aforesaid, the PARTY OF THE SECOND PART "**PROMOTER**" has organized and undertaken, development and construction of the said Land for setting up scheme of residential units which is known as "**PRATHAM RIVIERA**".

The Promoter has already completed the **Pratham Riviera Phase 1 to Phase 3** of the scheme "Pratham Riviera" and received the Occupation Certificates for all the above mentioned Phase – 3.

The Promoter has also being developed the **Pratham Riviera Phase-4** having **40** units/flats of **Tower – I (Ibiza)** of the scheme "Pratham Riviera" and applied for RERA registration.

The Promoter shall complete the entire remaining construction in phases. Remaining each phase shall be registered as an independent project under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RERA Act" or "the RERDA, 2016") or as may be deemed necessary by the Promoter.

The Promoter will construct the **Phase – 4** of the Pratham Riviera consisting of **Building / Tower – I i.e. (Ibiza)**, having total 40 numbers of Residential Units / Flats (hereinafter referred to as "**Said Phase**"). The Said Phase is to be developed on the part land of admeasuring area about 1999.257 Smt. of land bearing Block No. 568 Paiki 1, R.S.No. 782, FPN. **84/3 Paiki** Part of T.P. Scheme No. **27 (A) Bil**, Village Bil, Vadodara (Hereinafter known as "**Phase Land**") out of the Total Land, as can be seen in the plot layout plan annexed as **Annexure-A**

AND WHEREAS the PROMOTERS are entitled and enjoined upon to construct the Said Project on the Total Land;

AND WHEREAS Vadodara Urban Development Authority has approved the Layout Plan and construction plans on the Total Land, vide Revised Construction Permission No. UDA/Plan-2/Permission/492/2012 dated 02-01-13, UDA/Plan-2/Permission/197/2013 dated 05-06-13, UDA/Plan-2/Permission/95/2014 dated 28-02-2014 and UDA/Plan-6/Permission/48/2016 dated 01-09-2016.

AND WHEREAS the PROMOTER has registered the **Said Phase** under the provisions of the Act with the Gujarat Real Estate Regulatory Authority with registration no. **PR/GJ/VADODARA/VADODARA/Others/...../.....** authenticated copy is attached as **Annexure-B**;

AND WHEREAS on demand from the Allottee, the PROMOTER has given inspection to the Allottee/s of all the documents of title relating to the Said Phase / Project Land and the plans, designs and specifications for the Said Phase prepared by the PROMOTER's 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 Allottee/s is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the PROMOTER, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the PROMOTER to the Phase Land on which the Said Phase is constructed have also been inspected by the Allottee/s and Allottee/s is/are satisfied in respect of the same.

AND WHEREAS the authenticated copies of the plans of the layout as approved by the concerned Local Authority has been inspected by the Allottee.

AND WHEREAS the authenticated copies of the plans of the layout as proposed by the PROMOTER and according to which the construction of the Said Phase and open spaces are proposed to be provided for the Said Project, has also been inspected by the Allottee/s.

AND WHEREAS the authenticated copies of the Floor plans and specifications of the Unit agreed to be purchased by the Allottee has been annexed and marked as **Annexure-C & Annexure-D** respectively.

AND WHEREAS the PROMOTER has got necessary approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the Said Phase – **Tower-I (Ibiza)**.

WHEREAS at the desire of the PARTY OF THE FIRST PART "ALLOTTEE/S", the PARTY OF THE SECOND PART "LANDOWNERS" /"PROMOTER" have executed the present agreement for identification and reservation of Unit No. «Unit_No» having Unit Carpet Area of 94.48 Smt., Unit Balcony / Otta Carpet Area of 1.6 Smt., i.e. Total Carpet Area of 96.08 Smt. forming integral part of the Said Phase – 4 of the Scheme / Project **Pratham Riviera**, approved by Vadodara Urban Development Authority vide vide Revised Construction Permission No. UDA/Plan-2/Permission/492/2012 dated 02-01-13, UDA/Plan-2/Permission/197/2013 dated 05-06-13, UDA/Plan-2/Permission/95/2014 dated 28-02-2014 and

UDA/Plan-6/Permission/48/2016 dated 01-09-2016 more particularly described in the **Schedule-2** here under written (hereinafter referred to as the "**Said Unit**" in this agreement) upon the terms & conditions herein after set out.

WHEREAS the PARTY OF THE FIRST PART "ALLOTTEE/S" has/have approached the PARTY OF THE SECOND PART "PROMOTER" and shown his/her/ their desire to purchase the Said Unit in the Said Phase. The Allottee has inspected the Said Unit and verified & is satisfied about the title, plans, measurements & all other subsidiary documents related to the Phase Land & the Said Unit intended to be purchased & PARTY OF THE SECOND PART "PROMOTER" has agreed to book / reserve the Unit No. «Unit_No» of the Said Phase for the PARTY OF THE FIRST PART "ALLOTTEE/S" at such price & upon such terms & conditions herein after appears.

AND WHEREAS, the Carpet Area of the Said Unit is <94.48> **square mts.** and "Carpet Area" means the net usable floor area of the Said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony/otta or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the PROMOTER a sum of Rs.<amount of booking in figure>..... (Rupees .<Booking amount in words >.....) only, being part payment of the sale consideration of the Said Unit agreed to be sold by the PROMOTER to the Allottee as advance payment or Application Fee (the payment and receipt whereof the PROMOTER both hereby admits and acknowledges) and the Allottee has agreed to pay to the PROMOTER the balance of the sale consideration in the manner hereinafter appearing.

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

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

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. The Promoter will construct the Said Phase consisting of One Tower/Building having **Ten** upper floors on the Phase Land in accordance with the Conditions of the Approved Layout plans as approved by the concerned local authority from time to time, and as per the designs and specifications proposed and shown by the Promoter and agreed by the Allottees.

Provided that the PROMOTER shall have to obtain prior consent in writing of the Allottees in respect of variations or modifications if any required in the Said Phase which may adversely affect the Said Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

Further Allottee is aware that the Approved Layout Plan is for the Total Project Lands which include all the Phases of the Said Scheme. Hence Allottee hereby agrees and are totally clear that PROMOTER for the development of the Total Project Lands, may require to alter, amend, modify and/or change the plans and specifications for the other Phases of the Pratham Riviera, and may obtain the necessary revised permissions for the revised layout plan from the Concerned local authority time to time, for which they shall not require any consent from the Allottee as it shall not include the Said Unit or any part of the Said Phase. Allottee is also aware and agrees that such other Phases will be registered before RERA as per the revised plans as may be revised time to time, and no consent shall be required from the Allottee of the Said Phase for obtaining RERA registration for the other phases nor the Allottee shall have any rights to object for the other Phases of the Pratham Riviera.

1 (a) TOTAL RECEIVABLES:

That the ALLOTTEE/S have vide this agreement, agreed to purchase this day, Unit Number «Unit_No», of Tower – I (Ibiza), on ...<Number of floor>.... Floor, in the Said Pratham Riviera Phase-4, having **Unit Carpet Area admeasuring 94.48 Smt. and Unit Balcony/Otta Carpet Area of 1.6 Smt. i.e. Total Carpet Area of 96.08 Smt.**, (hereinafter referred to as the Said Unit and more particularly described in the **Schedule-2** hereunder written) and "PROMOTER" has agreed to sell the Said Unit along with its undivided proportionate share in the Total Project Land in the proportion to the "FSI utilized for constructing the Said Unit" to the "Total FSI to be utilized / proposed to be utilized time to time for developing the Said Project Land", for Total Receivables which shall mean the total of various charges mentioned here below:

i. Total CONSIDERATION:

Total Consideration of the Said Unit is Rs. «Consideration_for_the_ATS_SD_Rs»/- (Rupees «Consideration_for_the_ATS_SD_in_words»/- Only) which is including the proportionate common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas, and facilities which are more particularly described in the Second Schedule annexed / **Annexure-D** herewith.

ii. OTHER CHARGES TO BE PAID BY THE ALLOTTEE/S:

Infrastructure Charges Rs. «Infrastructure_charges_in_figure»
Legal Charges Rs. «Legal_Charges_in_figure»
Statutory Charges Rs. «Statutory_charges_in_figure».

iii. DELAY PAYMENT CHARGES:

Payment Intimation letter will be sent to PURCHASER/S. If PURCHASER/S does / do not make the payment by the Due Date (10th day from the date of Payment Intimation letter) then the Delay Payment Charges (Interest) will be levied on the overdue payment at the rate of MCLR + 2 % per annum on the due amount, up till the date of payment of the amount due.

iv. CONSOLIDATED MAINTENANCE FUND (CMF):

That the ALLOTTEE/S hereby agrees to pay the PROMOTER, before taking over possession of the Said Unit, an amount of Rs.«Consolidated_Maintenance_Fund_CMF»/- (Rupees «Consolidated_ Maint_ Fund_ In_ words» Only) for the Said Unit, booked / reserved by him/her/them, and which sum is to be paid as the ALLOTTEE/S contribution to a "Consolidated maintenance fund" (CMF).

Tower wise amenities and facilities shall be maintained separately and Scheme / project's infrastructure shall be maintained separately. CMF amount collected from ALLOTTEE/S, shall be distributed to Tower wise maintenance fund and Project infrastructure maintenance fund in the ratio of 50:50. This CMF is to be maintained by the respective Co-operative Housing Service Society formed or to be formed, for upkeep, maintenance, repairs, payment of common electricity bills for the common facilities and amenities, general maintenance, salaries of Clerks, office bearers, operators, sweepers, security personnel's, etc. Tower wise maintenance expenses and project infrastructure maintenance expenses shall be debited from the Consolidated Maintenance Fund from the date of possession of the first unit in the Said Phase and Said Scheme respectively.

The tower wise Consolidated maintenance fund is expected to take care of the regular and running common expenses of that particular tower for about two years and Project maintenance fund is expected to take care of the regular and running common expenses for maintenance of project infrastructure for about five years from the time the possession of the first unit of the Said Scheme is handed over to any intending ALLOTTEE/S. These expectations are purely based on the current inflation rate, which may vary at any point of time.

The CMF shall be formed solely from contribution of the ALLOTTEE/S and ALLOTTEES of other units, and the PROMOTER shall not contribute any fund towards the same. The ALLOTTEE/S also agree/s to give further contribution if demanded by association of Allottees or the federation or apex body in case of insufficiency of the amount in CMF.

Promoter will hand over the charge of Project Infrastructure maintenance to the Maintenance Body within the short period from the date of completion of overall construction activities of the Scheme / Project Pratham Riviera.

Promoter will hand over the charge of Tower wise maintenance to the

Maintenance Body as soon as the possession of 40% of the Units of that particular tower is handed over to the respective ALLOTTEE/S.

v. STAMPDUTY AND REGISTRATION CHARGES:

Stamp duty, Registration Charges and Incidental Charges will be extra as per the rates prevailing at the time of registration of Deed of Conveyance.

vi. Goods and Service Tax (GST), TDS etc:

GST will be charged extra as per the prevailing rates as defined by the Government time to time if applicable.

TDS shall be deducted by the ALLOTTEE/S if applicable as per the existing law or any amendment to it, and the TDS certificate (if applicable) shall have to be submitted to the PROMOTER prior to the registration of Sale Deed / Deed of Conveyance for the Said Unit.

vii. ADDITIONAL STATUTORY PAYMENTS:

The Allottee shall pay to the PROMOTER any amount becoming payable by the PROMOTER to the Municipal Corporation, Urban development Authority, Revenue authorities, State or Central Governments, or to any authority whatsoever, by way of betterment charges, amenities fees, development charges, any current or future taxes like Service Tax or any other tax, cess, fees, duties, GST, surcharge, or by whatever name called, by virtue of any amendment in the existing law or enactment of any new law, the same shall be paid/reimbursed by him/her/them, in such equitable proportion as determined by the PROMOTER, whose decision in this respect shall be final and binding upon the ALLOTTEE/S.

The ALLOTTEE/S shall pay all the property tax, cess, electricity charges, water charges or any other charges in respect of the Said Unit or any other proportionate charges for the Pratham Riviera Project as a whole, from the Date of Possession Intimation Letter of the Said Unit from the "PROMOTER" to him/her/them or registration of Sale Deed / Deed of Conveyance for the Said Unit, whichever is earlier.

viii. COMMON EXPENSES:

- i. That, all the expenses hereunder mentioned shall be paid from the CMF as soon as the possession of first unit is handed over or is ready for being handed over.
- ii. Maintenance, repairs, of the internal roads, the gutters, drain pipes, gas pipes, electric wires, in - under or upon the Pratham Riviera, which are used/enjoyed by the ALLOTTEE/S in common with the other ALLOTTEE/S of the Pratham Riviera, as also of the main entrance, boundary walls, club house.

- iii. Cleaning and electrical repairs, electricity bills, bills for water consumption, at whatever rate applicable (even temporary connection rate) for the facilities and amenities, street light and poles and common electrical system, common water supply and drainage facilities, garden, children's play area, gymnasium/community hall, landscaping and plantation, internal roads of Pratham Riviera, and the main gate and security cabin of the Pratham Riviera, enjoyed or used by the ALLOTTEE/S in common with other occupant(s) of the Pratham Riviera.
- iv. Salaries, etc, of the clerks, administrative staff, watchman or any person employed/engaged to manage/look after common activities or interest of Pratham Riviera.
- v. All Municipal and other taxes, cess, duties, levies, non-agricultural cess, payable for the lands on which the Pratham Riviera has been developed.
- vi. In general all such expenses, costs, as are necessary and expedient for the proper upkeep, maintenance, repairs, of the common facilities, amenities, commonly availed of by the ALLOTTEES of other units of the Pratham Riviera.

The above expense shall be paid as far as possible, out of the interest earned on the CMF. However, in the event of the interest of the CMF being insufficient, the same shall be paid from the principal of the CMF by the ALLOTTEE/S along with ALLOTTEES of other units, in such ratio as determined by the PROMOTER.

1 (b) The Total Consideration amount for the Said Unit mentioned herein above is Rs...<Total consideration amount in figure>.../- i.e. Rs. <rate per Sft. of Total carpet area> per square feet of Total Carpet Area of the Said Unit.

1 (c) PAYMENT TERMS AND SCHEDULE:

The Allottee has paid on or before execution of this agreement a sum of Rs.<Booking amount not exceeding 10% of TC in figure>..... (Rupees only) (not exceeding 10% of the Total Consideration) as an advance payment or application fee and hereby agrees to pay to that PROMOTER the balance amount of Total Receivables in the following manner:-

- i. Rs[●]/- (Rupees [●] Only) not exceeding 30% of the total consideration) to be paid to the PROMOTER after the execution of Agreement
- ii. Rs[●]/- (Rupees [●] Only) not exceeding 45% of the total consideration) to be paid to the PROMOTER on completion of the Plinth of the Unit.
- iii. Rs[●]/- (Rupees [●] Only) not exceeding 70% of the total consideration) to be paid to the PROMOTER on completion of the slabs of the said Unit.
- iv. Rs[●]/- (Rupees [●] Only) not exceeding 75% of the total consideration) to be

paid to the PROMOTER on completion of the walls, internal plaster, floorings doors and windows of the said Unit.

- v. Rs[●]/- (Rupees [●] Only) not exceeding 80% of the total consideration) to be paid to the PROMOTER on completion of the Sanitary fittings of the said Unit.
 - vi. Rs[●]/- (Rupees [●] Only) not exceeding 85% of the total consideration) to be paid to the PROMOTER on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Unit.
 - vii. Rs[●]/- (Rupees [●] Only) not exceeding 95% of the total consideration) to be paid to the PROMOTER on completion of the electrical fittings, electro, mechanical and environment requirements, and all other requirements as may be prescribed in the Agreement of sale of the said Unit.
 - viii. Balance amount of Rs.<balance amount Rs.>...../- (Rupees in words.....) against and at the time of handing over of the possession of the Unit to the Allottee on or after receipt of occupancy certificate or completion certificate.
- 1 (d)** The total price as stated above excludes Taxes (consisting of tax paid or payable by the PROMOTER by way of Goods & 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 PROMOTER) up to the date of handing over the possession of the Unit, which shall be separately payable by the Allottee in the manner as may be decided by the PROMOTER.
- 1 (e)** TDS shall be deducted by the ALLOTTEE/S if applicable as per the existing law or any amendment to it, and the TDS certificate shall have to be submitted to the PROMOTER prior to the registration of Sale Deed / Deed of Conveyance for the Said Unit.
- 1 (f)** The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROMOTER undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER shall enclose the said notification /order /rule /regulation published /issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1 (g)** The PROMOTER has confirmed that the Final Total Carpet Area of the Said Unit is **<96.08> Square Mtrs.**, and the same was shown to the Allottee at the time of reservation and the same has been allotted to the Allottee as per the actual construction of the Building. The Total Consideration is being charged to the Allottee for the Same Total Carpet Area of **<96.08> Square Mtrs.** Subject to a

variation cap of three percent. If there is any reduction is found in the Said Carpet Area for the Said Unit within the defined limit then PROMOTER shall refund the excess money paid by Allottee within forty-five days along with interest at the rate of MCLR + 2 % per annum, up till the date of payment of the amount to be refunded. If there is any increase found in the Said Carpet Area of the Said Unit allotted to Allottee, the PROMOTER shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per Square Feet of Carpet Area as agreed above in this Agreement.

- 1 (h)** The Allottee authorizes the PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTER may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the PROMOTER to adjust his payments in any manner.
- 2.1** The PROMOTER hereby confirms that they have observed, performed and complied 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 in respect of the Said Unit / Said Building in which the Said Unit is located.
- 2.2** Time is essence for the PROMOTER as well as the Allottee. The PROMOTER shall hand over the Said Unit to the Allottee on his / her making the full payment and fulfilling the terms and conditions as agreed in this Agreement and the common areas to the association of the Allottees after completing the Said Scheme / Project.

Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him/her and meeting the other obligations under the Agreement as provided herein above. ("Payment terms and schedule").
- 3.** The PROMOTER hereby declares that the Floor Space Index available as on date in respect of the Total Project Land area is 25711 square meters only and PROMOTER has planned to utilize Floor Space Index of 50783.92 Smt. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The PROMOTER has disclosed the Floor Space Index of 65130 Smt as proposed to be utilized by him on the Project Land in the said Project and Allottee has agreed to purchase the said Unit based on the proposed construction and sale of Unit/Flat to be carried out by the PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROMOTER only.
- 4.1** If the PROMOTER fails to abide by the time schedule for handing over the Said Unit 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 handing over of the possession. The Allottee agrees to pay to the PROMOTER, interest at the rate of MCLR + 2 % per annum, on all the delayed payment of which become due and payable by the Allottee to the PROMOTER under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the PROMOTER.

- 4.2** Without prejudice to the right of PROMOTER to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the PROMOTER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments / continuous default for more than 45 days for any of the instalments, as the case may be, the PROMOTER shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the PROMOTER shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to PROMOTER) within a period of thirty days of the termination, the instalments of sale consideration of the Said Unit which may till then have been paid by the Allottee to the PROMOTER without paying any interest and after deducting Statutory charges, Brokerage or extra work cost if any paid (as per actual) and Administrative charges of Rs.20,000/- and cancellation charges of 0.5% of Total consideration of the Said Unit per month or part thereof for the period starting from the Date of Reservation of the Said Unit to the date of cancellation notice sent by PROMOTER.

- 5.** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts etc to be provided by the Promoter at his / her / its option in the Said Phase and Said Unit as are set out in **Annexure-D**, annexed hereto.
- 6.** That the PROMOTER has agreed to execute the Conveyance Deed of the Said Unit in favour of the ALLOTTEE/S subject to receipt of Total Receivables which includes Total Consideration and all other charges as agreed here above.
The ALLOTTEE/S shall be discharged in respect of the PROMOTER, only upon making full payment of the Total Receivables to the PROMOTER.

7. POSSESSION:

The PROMOTER shall give possession of the Said Unit to the Allottee on or before 15

December 2025 subject to Allottee making the timely payments as agreed in this agreement. If the PROMOTER fails or neglects to give possession of the Said Unit to the Allottee, even after the Allottee making the timely payments, on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTER shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Said Unit with interest at the same rate of MCLR + 2 % from the date the PROMOTER received the sum till the date the amounts and interest thereon is repaid.

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

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

The handing over of the possession shall be subject to the following: -

- i. Availability of the cement, steel or others building materials, electric and/or power connections and drainage connection water connection.
- ii. Force Majeure condition as mentioned above.
- iii. Any deviation / modification / improvement / addition from / in / to the construction as per standard specifications, required by the ALLOTTEE/S to be carried by the PROMOTER, will lead to delay in delivery schedule and the actual delivery date will depend on the nature of the nonstandard work.
- iv. The PROMOTER shall not, under any circumstances hand over the possession of the Said Unit to the ALLOTTEE/S till Total Receivables agreed under this agreement are paid to the PROMOTER by the ALLOTTEE/S. The handing over of the possession shall over and above be subject to the Total Receivable Amount paid towards the Conveyance Deed also.
- v. The ALLOTTEE/S agree/s to sign and deliver to the PROMOTER, before taking possession of the Said Unit, all writings and papers and affidavits as may be reasonable and necessary and required by the Said PROMOTER.
- vi. The possession of the Said Unit is subject to the receipt of Occupation certificate as per the law.

8. Procedure for taking possession-

- 8.1 The PROMOTER upon obtaining the Occupancy Certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Unit, to the Allottee in terms of this

agreement to be taken within three months from the date of issue of such notice and the PROMOTER shall give possession of the Unit to the Allottee. The PROMOTER agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTER. The Allottee agree(s) to pay the maintenance charges as determined by the PROMOTER or association of allottees, as the case may be. The PROMOTER on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Unit.

8.2 The Allottee shall take possession of the Said Unit within 15 days of the written notice from the PROMOTER to the Allottee intimating that the Said Unit is ready for use and occupancy:

8.3 **Failure of Allottee to take Possession of the Said Unit:** Upon receiving a written intimation from the PROMOTER as per the above clause, the Allottee shall take possession of the Said Unit from the PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement or as may be necessary, and the PROMOTER shall give possession of the Said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in above clause, such Allottee shall continue to be liable to pay maintenance charges as applicable, and the PROMOTER shall not be responsible for the safety / security of the Said Unit or for any of the damages which may happen in the Said Unit for not occupying it for the long duration.

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

9. The Allottee shall use the Said Unit or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

10. **MAINTENANCE BODY (CO-OPERATIVE HOUSING SERVICE SOCIETY):**

10.1 That the ALLOTTEE/S along with other ALLOTTEES of the various other Phase /units of the Pratham Riviera, shall separately or join in forming and registering a Maintenance Body or become a member of an already formed Maintenance

Body and for such purpose the ALLOTTEE/S agrees/agree, from time to time, to sign and execute the application for registration and other papers and documents necessary for the formation and registration of such Maintenance Body, including the bye-laws of the Said Maintenance Body, and no objection shall be raised, to the draft bye-laws, as may be required by the respective competent Statutory Authorities from time to time.

- 10.2 All costs, charges, and expenses in connection with the formation of the Maintenance Body, as also costs of preparing, stamping, registering, all agreements, deeds, etc. as may be required for such formation and registration, and the professional costs of attorneys for preparing and approving all such documents shall be paid and reimbursed to the PROMOTER from the CMF and the PROMOTER shall not be liable, at any time, to contribute anything towards such expenses.
- 10.3 The ALLOTTEE/S is aware of the fact that maintenance body (Cooperative Housing Services Society Ltd.) shall take care of general administration and maintenance of the common utilities/facilities/spaces/areas of Pratham Riviera and all the Owners/ ALLOTTEE/S of units in the Said Phase /Project shall be required to abide by the rules, regulations, resolutions of the said Maintenance Body and shall require to pay his/her/their/its proportionate share in the amount as and when decided/demanded by the Said maintenance body.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the Phase Land as well as the project Land; as declared in the title report which is seen and verified by Allottee, and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the Project Land or the Said Project except those disclosed in the title report or as disclosed to Gujarat real estate regulatory authority;
- iv. There are no litigations pending before any Court of law with respect to the Project land or Said Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Said Phase are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities

with respect to the Project, Project Land and Said Phase shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Said Phase and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any 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 Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of handing over the Project to the association of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Said Project to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Project to the competent Authorities till the completion of the Said Project;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Said Lands and/or the Project except those disclosed in the title report.

12. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Said Unit may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Said Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Said Unit is taken and shall not do or suffer to be done anything in or to the building in which the Said Unit 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 Said Unit is situated and the Said Unit itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Said Unit 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 Said Unit 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 Said Unit is situated, including entrances of the building in which the Said Unit is situated and in case any damage is caused to the building in which the Said Unit is situated or the Said Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the Said Unit and maintain the Said Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Said Unit is situated or the Said Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said Unit is situated and shall keep the portion, sewers, drains and pipes in the Said Unit and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Said Unit without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the building in which the Said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Unit in the compound or any portion of the Project Land and the building in which the Said Unit is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Said Unit is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other

levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said Unit by the Allottee for any purposes other than for purpose for which it is sold.

- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Said Phase / Project and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Said Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Said Buildings / Phase or any part thereof to view and examine the state and condition thereof.
- xii. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Phase Land or any part thereof to view and examine the state and condition thereof.

13. ASSESSMENT:

That so long as the Unit booked / reserved for the ALLOTTEE/S, is not separately assessed for the purpose of Municipal taxes, water rates, electrically consumption etc. the ALLOTTEE/S shall contribute towards payment of all bills for the same in such proportion as determined by the PROMOTER.

14. CONVEYANCE:

14.1 That the Said Unit shall be arranged to be conveyed to the ALLOTTEE/S, upon and only after, all amounts as agreed upon in this agreement are duly paid by the ALLOTTEE/S, and all terms and conditions herein and thereof are duly complied with. It is, however, understood that the area of the Said Unit as indicated in this agreement, may be altered, on account of any statutory

compliance. The stamp duty, registration fees, legal fees and other charges for the conveyance shall be borne by the ALLOTTEE/S. The ALLOTTEE/S shall also be liable for any additional stamp duty, and other statutory charges that becomes payable at any time in future. The ALLOTTEE/S will lodge this Agreement for registration with Sub Registrar of Assurances at Vadodara at his/her/their cost.

- 14.2 At the time of handing over of the common amenities such as garden, children play area, gymnasium/ community hall / club house, and all other common amenities and facilities, the Allottee shall pay to the PROMOTER, the Allottees' share if any stamp duty and registration charges or any other charges payable, by the said Service Society / Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of thereof, to be executed in favour of the Said Service Society / Apex Body or Federation.
- 14.3 That upon conveyance of the Said Unit, the Allottee, have rights to use the common roads, garden, children play area, gymnasium/ community hall / club house, common amenities and facilities, of the Pratham Riviera Project subject to the Rights of the PROMOTER who holds the possession of the same until the completion of the Project and until the same are handed over to the Society, which may happen at the time of handing over the charge of Project Infrastructure maintenance to the Maintenance Body on completion of overall construction of the Said Scheme / Project.
- 14.4 It is, however, specifically understood and agreed that all rights in respect of the lands under development, which are now shown as being possible of acquisition, for proposed road or any urban development, or which may in future be liable to be so acquired by any statutory body or authority, for any reason whatsoever, or any excess area of the Project Land are and shall be retained by and vest in the Promoter, who shall be fully entitled to deal with and dispose off the same in any manner as they may deem fit and the Allottee shall have no right whatsoever, in respect of the same. The PROMOTER shall be entitled to hand over possession of any such lands of the Pratham Riviera Project as may be necessary, and called upon to do so by the appropriate authority and shall also be entitled to receive compensation in respect of the same.
- 15.** That the ALLOTTEE/S shall not without the written permission of the PROMOTER agree to let, sublet, permit occupation, sell, convey, mortgage, create charge over or assign the rights in respect of the unit hereby booked / reserved, by him/her/them, till Total Receivables, are fully paid up, and after all the terms and herein and thereof are fully complied with. The terms and conditions embodied in this agreement, shall apply equally and with full force to all subsequent transferees, assignees, lessees, licensees of the ALLOTTEE/S where relevant.

- 16.** The ALLOTTEE/S hereby agrees and undertakes to bear entire cost of preparing, engrossing, stamping and registering of agreement, conveyance deeds, transfer deeds and other documents required to be executed by the organizer or the ALLOTTEE/S.
- 17.** The ALLOTTEE/S shall be liable to pay stamp duty registration charges and/or any other statutory levies arising from the allotment of the unit and/or execution of the present deed and/or any of the documents / agreements contemplated to be executed in terms of the present agreement.
- 18.** The ALLOTTEE/S is/are aware that the impugned Unit is a part of the overall housing project of the PROMOTER. The ALLOTTEE/S agrees that till the execution of sale deed and till the date of receipt of possession of the Unit, the ALLOTTEE/S shall have no right of doing any kind of construction thereon either by himself or through any other agency. This condition is the essence of the agreement and the ALLOTTEE/S shall abide by it in spirit and letter and shall not challenge its validity on any ground.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the PROMOTER executes this Agreement he shall not mortgage or create a charge on the Said Unit 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 Said Unit.

20. BINDING EFFECT

Forwarding this Agreement to the Allottee by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules 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 PROMOTER. If the Allottee(s) fails to execute and deliver to the 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 PROMOTER, then the PROMOTER shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever and after deducting the agreed cancellation charges.

21. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter,

correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Unit.

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

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

24. 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.

25. 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 / Said Phase, the same shall be in proportion to the carpet area of the Said Unit to the total carpet area of all the Said Unit in the Project or Said Phase as the case may be, if the context so requires of Pratham Riviera.

26. 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.

27. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the

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

- 28.** The Allottee and/or 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 and the PROMOTER will attend such office and admit execution thereof.
- 29.** That all notices to be served on the Allottee and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the PROMOTER by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee:<Name of Allottee>.....

Address of Allottee::<Address of Allottee>.....

Notified Email ID of Allottee:<Email of allottee>.....

PROMOTER Name:: M/s. Pratham Developers

PROMOTER Address:: "PRATHAM", Makrand Desai Road, Gotri, Vadodara-07

Notified Email ID of PROMOTER: response@pratham.com

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

30. JOINT ALLOTTEES

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

31. STAMP DUTY AND REGISTRATION

The charges towards Stamp duty and Registration of this Agreement shall be borne by the allottee.

32. DISPUTE RESOLUTION

32.1 If any dispute, controversy or claim between the Parties arises out of or in

connection with this Agreement, including the breach, termination or invalidity thereof ("Dispute"), the Parties shall use all reasonable endeavours to negotiate with a view to resolving the Dispute amicably

- 32.2 In case of failure to settle the dispute amicably or by arbitration, the Dispute shall be referred to the mediation panel (if any) appointed by the Gujarat Real Estate Regulatory Authority and if not resolved then to the Gujarat Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

33. GOVERNING LAW

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

Schedule 1

Description of the Total Lands

Registration District and Sub-District Vadodara, Village Bil. Part of Block Nos. 571/a, 571/B, 574, 580, 567 Paiki 1, 568 Paiki 1, Old RSNo. 790, 791, 797, 807, 808, 783 and 782 Non-agricultural land admeasuring Original plot area about 25711 Square Meters, Final Plot No. 84/1, 84/2 & 84/3 of TOWN PLANNING SCHEME No. 27 (A) (Bil) admeasuring Total Final plot area about **24121.98 Square Meters.**

The Said Total Land/Project Land of scheme Pratham Riviera is bounded as under.

On or towards East by Block No. 575, 576, 577 of Village Bil.

On or towards West by Block No. 570 and 30.00 Mtr. Road.

On or towards North by Block No. 570, 573, 572 of Village Bil.

On or towards South by Block No. 566/A, 566/B, 581 of Village Bil.

SCHEDULE-2

(Description of the Said Unit)

Phase-4 of the scheme Pratham Riviera consisting of Building / Tower – I i.e. "Ibiza" having total 40 numbers of Residential Units / Flats, is developed on the part of the land bearing Block No. 568 Paiki 1 Old RSNo. 782 FPNNo. 84/3 Paiki Part of T.P. Scheme No. 27 (A) Bil, admeasuring Phase land area about **1999.257 Smt.** Registration District and Sub-District Vadodara, Village Bil, Vadodara.

Unit Number <Unit no.>, of Tower – I (Ibiza), on <Number of floor> Floor, in the Said Pratham Riviera Phase-4, having **Unit Carpet Area of 94.48 smt., Unit Balcony/Otta Carpet Area of 1.6 Smt., i.e. Total Carpet Area of 96.08 Smt.** is agreed to be sold.

Said Unit along with its undivided proportionate share of **49.981 Smt.** in the Total

Project Land in the proportion to the "FSI utilized for constructing the Said Unit" to the "Total FSI to be utilized / proposed to be utilized time to time for developing the Said Project Land" is being conveyed.

The Said Unit No.-<Unit No.> of Tower – I (Ibiza) is bounded as under:

On or towards East by : <East side>
On or towards West by : <West side>
On or towards North by : <North side>
On or towards South by : <South side>

IN WITNESS WHEREOF, the parties have hereto set their respective hands today on this day of ____, 202..... at Vadodara.

SIGNED, SEALED AND DELIVERED BY WITHIN NAMED:

SHRI JAYANT S. SANGHVI

INDIVIDUAL

AS WELL AS

AUTHORIZED PARTNER of

M/S. PRATHAM DEVELOPERS

IN PRESENCE OF:

1. _____

2. _____

MOUJE BIL, Block No. 568 Paiki 1
PRATHAM RIVIERA Phase-4, PAIKI PHOTOGRAPHS OF Unit No.....

ADDRESS:
Pratham Riviera
Bil-Chapad Road,
Bil, Vadodara.

«Name_of_the_legal_owner_1» -----

«Name_of_the_legal_owner_2» -----

SHRI JAYANT S. SANGHVI -----

MOUJE BIL, Block No. 568 Paiki 1
PRATHAM RIVIERA Phase-4, PAIKI PHOTOGRAPHS OF Unit No.....

ADDRESS:
Pratham Riviera
Bil-Chapad Road,
Bil, Vadodara.

«Name_of_the_legal_owner_1» -----

«Name_of_the_legal_owner_2» -----

SHRI JAYANT S. SANGHVI -----

SCHEDULE AS PER SECTION 32(2) OF REGISTRATION ACT		
LANDOWNER/S.		
SHRI JAYANT S. SANGHVI Individual AS WELL AS AUTHORIZED PARTNER of M/s. PRATHAM DEVELOPERS		
PURCHASER/S.		
(Name of Legal Owners name 1)		
(Name of Legal Owners name 2)		

Annexure-A
Copy of the Approved Plot Layout for the Total Project Land including the Phase
Land as approved by the concerned local authority

Please click on the above link and Annexure A will open, Take print on A3 size paper, and add the Page no which is reflecting on this page on the hardcopy of this annexure manually.

ANNEXURE-B

(Authenticated copy of the Registration Certificate of the Said Phase granted by the Real Estate Regulatory Authority)

Please click on the above link and Annexure B will open, Take print on Legal size paper, and add the Page no which is reflecting on this page on the hardcopy of this annexure manually.

ANNEXURE-C

Copy of the Floor plans of the Said Unit agreed to be purchased by the Allottee as approved by the concerned local authority

Please click on the above link and Annexure C will open, Take print on Legal size paper, and add the Page no which is reflecting on this page on the hardcopy of this annexure manually.

ANNEXURE-C

Copy of the Floor plans of the Said Unit agreed to be purchased by the Allottee as approved by the concerned local authority

Please click on the above link and Annexure C will open, Take print on Legal size paper, and add the Page no which is reflecting on this page on the hardcopy of this annexure manually.

ANNEXURE-D

**Specification and Amenities for the Units of Tower - I (Ibiza), Pratham Riviera Phase
- 4**

- **Doors & Windows**
Good quality decorative shutters for external & internal door,
Safety MS grills for all windows and ventilators
- **Flooring**
Vitrified tiles in living, dining, kitchen, bedrooms, passages & balcony,

Granite or equivalent kitchen platform,
Anti skid tiles in Toilet Floor

➤ **Plumbing**

Hot & cold water supply point in all bathrooms,
Faucets and fittings of CERA or equivalent,
Stainless steel kitchen sink,
Wall mounted white WC in all toilets,
Concealed hydro-tested plumbing for all bathrooms and kitchen

➤ **Electrical**

Internal concealed wiring, Generator backup for fans & lighting within the unit

➤ **Internal**

Internal walls and ceilings with white putty finish, - Grills and Railings with Synthetic enamel paint.

➤ **Structure**

Earthquake resistant structure, car parking space (allotted car parking space),
Anti-termite treatment, Indian water proofing with china mosaic surface at terrace,
Garbage Chute at each floor.

- **Common Amenities in the Project Pratham Riviera**

➤ **Project Amenities**

Indoor Game, Clubhouse, Well-equipped gymnasium,
Swimming pool, Toddler's pool, Walker's track,
Separate changing room for men and women with shower stalls,
Children's play area with play equipment's.
Garden

➤ **Project Features**

Generator back-up for common area

➤ **Project Security**

Multi-gated community with security cabins, Periphery protection, CCTV camera