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Performa of Sale Agreement

Registration District Ahmedabad Sub District Ahmedabad-12 (Nikol) boundry of Asarwa Taluka, Mouje village : Nikol it's seem of survey No. 328/1 of total 10522 sq.mtrs. admeasuring land paiki admeasuring 6818 sq.mtr land of east side that land included in draft town planning scheme no. 102 (Nikol) and that given final plot no. 18 that having sub plot no 2 of 4091 sq.mtrs. admeasuring for residential and commercial purpose that non agriculture land upon which plan sanction accordingly made construction which known scheme by name of "**Suhas Auram**" in that scheme **Block No.**_____ on _____ **floor** (Ahmedabad Municipal Corporation through it as sanctioned plan accordingly _____ **floor**) This is the Agreement to sale without possession for the Property/**Flat No.** _____.

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**We/The person:-
giving in writing
First party
Seller**

(1) Girishbhai Gandadalal Patel
Age about 45 years, Occupation :
Agriculture,Religion and by caste Hindu,
PAN NO : ANQPP 4630 A
Address : A-11 Vraj vihar Society, Nr, Chirag
Diamond, L.B.S. Road, Bapunagar,
Ahmedabad

(2) Rasikbhai Somadas patel
Age about 71 years, Occupation :
Agriculture,Religion and by caste Hindu,
PAN NO : BDFPP 0034 E
Address : Flat No 102, Alap Flat, Nr.
kerevan school, vrdhaman nagar, ta. kalol,
dis. Gandhinagar-382721

(3) Hiteshkumar Jayrambhai Patel
Age about 43 years, Occupation :
Agriculture,Religion and by caste Hindu,
PAN NO : ADIPP 7475 M
Address : 18, Shayona Bunglows, Part-1,
R.C. Technicle Road, Ghatlodiya,
Ahmedabad-380061

(4) kaushikbhai Prahaladbhai Patel
Age about 47 years, Occupation :
Agriculture,Religion and by caste Hindu,
PAN NO : APZPP 7510 C
Address : C-32, kameshwar Society,
Hirawadi Road, Mahavir nagar, Saijapur
bogha, Ahmedabad-382345

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(5) kiritbhai Karashandas Patel

Age about 47 years, Occupation :
Agriculture, Religion and by caste Hindu,
PAN NO : APJPP 8315 B

Address : C-42, Suryam Bunglows, Nr. Jan
Seva kendra, Nikol - Naroda Road, nikol,
Ahmedabad-382350

(6) Mayankkumar kiritbhai Patel

Age about 32 years, Occupation :
Agriculture, Religion and by caste Hindu,
PAN NO : ALZPP 0467 G

Address : B-302, Rajvi Residency, Nr. divine
school, Nikol-Naroad Road, nikol,
Ahmedabad-382350

“Who hereinafter in this sale deed we or
seller/first party and the person giving in
writing being mentioned the meaning of
word we the seller and our family, guard-
ians, heirs, executors, administrators, as-
signees, attorneys etc all are included.”

Developer/Promoter/: **Shree Varahi Developers**

Confirming Party- the partnership firm by that name having
office at : B-302, Rajvi Residency, Nr. divine
school, Nikol-Naroad Road, nikol,
Ahmedabad-382350
Firm Pan No. ACDFS 2461 A

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On behalf and favor of it, it’s administrator partner : **Shri Hiteshkumar Jayrambhai Patel** Address : 18, Shayona Bunglows, Part-1, R.C. Technicle Road, Ghatlodiya, Ahmedabad-380061

“Who hereinafter, will be addressed in this Agreement to Sale, Developer/Promoter/ confirming party/ which means our family, guardians, heirs, executors, administrators, assignees, attorneys etc. all are included.”

Allottee/Buyer :- _____
Age about ____ years, occupation : _____,
Religion : _____, Pan No. _____
Residing at :- _____

“Who hereinafter will be addressed, in this Agreement to Sale Allottee/Buyer/You. which means our family, guardians, heirs, executors, administrators, assignees, attorneys etc. all are included.”

(1) Registration District Ahmedabad Sub District Ahmedabad-12 (Nikol) boundry of Asarwa Taluka, Mouje village : Nikol it’s seem of survey No. 328/1 of total 10522 sq.mtrs. admeasuring land paiki admeasuring 6818 sq.mtr land of east side that land included in draft town planning scheme no. 102 (Nikol) and

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that given final plot no. 18 that having sub plot no 2 of 4091 sq.mtrs. admeasuring for residential and commercial purpose that non agriculture land upon which plan sanction accordingly made construction which known scheme by name of **“Suhas Auram”** in that scheme **Block No. _____** on _____ **floor** (Ahmedabad Municipal Corporation through it as sanctioned plan accordingly _____ **floor**) **Flat No. _____**, that property hereinafter in this Agreement to Sale will be known as “Property/Flat/Unit” and it’s complete description is mentioned in schedule-A.

- (2) Registration District Ahmedabad Sub District Ahmedabad-12 (Nikol) boundry of Asarwa Taluka, Mouje village : Nikol it’s seem of survey No. 328/1 of total 10522 sq.mtrs. admeasuring land paiki admeasuring 6818 sq.mtr land of east side that land was belonging to Gordhanbhai Bavchandbhai Shiroya and confirming party (1) meenaben dipeshkumar patel, (2) ashokkumar chaganbhai patel. from this land loard we first party (1) Girishbhai Gandadal Patel, (2) Rasikbhai Somadas patel, (3) Hiteshkumar Jayrambhai Patel, (4) kaushikbhai Prahaladbhai Patel, (5) kiritbhai Karashandas Patel, (6) Mayankkumar kiritbhai Patel purchased this land by saled deed no 1850, dt. 09-11-2012 in the registration district and sub district of ahmedabad-13(city). and by this sale deed our first party name has been entered into the revenue record.
- (3) And the said Survey No land has been convert in to non agriculture land, by the order of Collector and District Magistrate Ahmedabad with the Order No. ACB/TNC-3/TATKAL N.A./NIKOL- Block No 328/1/SR-62/ARAJI NO 80942/17, of dtd. 20/04/2017.

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- (4) The said admeasuring non agriculture land of residential and commercial purpose upon the same through approved Engineer the construction plan before local authority being placed and that plan as sanctioned than for doing construction that plan Ahmedabad Municipal Corporation of Raja Chithi No. 35613/300512/B3931/Ro/M1 on dtd. 20-05-2017 For Block No. “A+B”, and Raja Chithi No. 35612/300512/B3932/Ro/M1 on dtd. 20-05-2017 For Block No. “C+D”, and Raja Chithi No. 35614/300512/B3933/Ro/M1 on dtd. 20-05-2017 For Block No. “E+F+G+H” thus being constructed 10 commercial shops and 156 flats that total 166 units for construction that Rajachithi Ahmedabad Municipal Corporation through it being given.
- (5) Then, we first party and confirming party shree varahi developers has registered one developement agreement in the registration district and sub district of ahmedabad -12 (nikol) with serial no 7838, dt,02-06-2017. thus, shree varahi developers is able to construct the land for commercial and residential purpose. in this developement agreement we paid 3.50% stamp duty as per bombay stamp act.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ - no _____; authenticated copy is attached in Annexure ‘B’;

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

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which the construction of the buildings and open spaces are proposed to be provided for on the said project has also been inspected by the Allottee,

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

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

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

AND WHEREAS the carpet area of the said Flat is square meters/square feet and “carpet area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirma-

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tions, 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;

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS.

- 1(A)** (i) In this Scheme/site **Flat No.** _____ is situated, having **carpet area admeasuring** _____ **sq.mtrs** for the, **considerartion of Rs.** _____ this including the perportionate price of the common areas and facillities, Flat to the premises. The nature, extent and description of the common areas and facilities which are more particularly described in the second schedule annexed herewith.
- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee verandha 1 having area admeasuring**sq.metres** forming part of the Flat for the consideration of **Rs.** _____ /-
- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee verandha 2 having area admeasuring**sq.metres** forming part of the Flat for the consideration **Rs.** _____ /-
- (iv) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee open terrace having area admeasuring **sq.meters** forming part of the Flat for the consideration of of **Rs.** _____ /-
- 1(B)** The total aggregate consideration amount for the Flat mentioned

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herein above from clause 1A(i) to (iv) is thus
Rs. _____ /-

1(C) The Allottee has paid on or before execution of this agreement a sum of **Rs** _____ (**Rupees** _____ **only**) as advance payment and hereby agrees to pay to that Promoter the balance amount of **Rs**(**Rupees**
.....) in the following manner :-

- i. Amount of Rs. _____ /- (_____) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs. _____ /- (_____) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat is located.
- iii. Amount of Rs. _____ /- (_____) to be paid to the Promoter on completion of the slabs including podiums and stilts of Flat.
- iv. Amount of Rs. _____ /- (_____) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat.
- v. Amount of Rs. _____ /- (_____) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.
- vi. Amount of Rs...../-(.....)to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Flat.
- vii. Amount of Rs...../-(.....) to be paid to the Promoter on completion of the water pumps, electrical fit-

tings, electro, mechanical and entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the Flat.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Flat to the Allottee on or after receipt of occupancy certificate or completion certificate.

SCHEDULE

Broundry	:-	Village -Nikol, Ta. Asarwa Dist-Ahmedabad. -12(Nikol)
Survey No.	:-	328/1
T.P.S. No.	:-	102 (Nikol)
F.P. No.	:-	18
Sub Plot No	:-	2
Scheme/Site Name	:-	SUHAS AURAM
Flat No.	:-	_____
Measurement	:-	_____ Sq. Mtrs. Carpet Area and _____ sq. mtrs. undivided land

1(D) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, 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 Flat which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.

- 1(E)** The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The 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(F)** The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate/Completion Certificate is **granted by the competent authority/certified Engineer, by furnishing details of the changes**, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of 4 %, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee and the common areas to the association of the allottees after receiving the completion certificate.

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

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat to the Allottee, the

Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 8% 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 8% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

- 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, 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 agreed liquidated damages or **the amount which may be payable to Promoter**) within a period of thirty days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter at his/her/its option in the said Flat as are set out in **Annexure 'C'**, annexed hereto.
6. The Promoter shall give possession of the Flat to the Allottee on or before **timely**. If the Promoter fails or neglects to give possession of the Flat to the Allottee 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 Flat with interest at the same rate as may mentioned in the clause **4.1** herein above 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 Flat on the aforesaid date, if the completion of building in which the Flat 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.

- 7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate/complition Certificate from the

competent authority/certified engineer and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Flat, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat 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/Completion certificate of the Project.

- 7.2** The Allottee shall take possession of the house within 15 days of the written notice from the promotor to the Allottee intimating that the said house are ready for use and occupancy:
- 7.3 Failure of Allottee to take Possession of Flat :** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the house to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4** If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in

which the Flat are 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.

8. The Allottee shall use the house 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.
9. The Allottee along with other allottee(s) of house in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum

and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1** Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the house) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the same is transferred to the society or the association or the limited company as aforesaid.
- 10.** Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.

11. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
13. **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 project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

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- 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 Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The 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 Flat 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 [Apartment/Flat] to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure 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;
 - 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 project land and/or the Project except those disclosed in the title report.
- 14.** The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the House may come, hereby covenants with the Promoter as follows :-
- i. To maintain the house at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the house is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Flat 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 Flat 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 Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the house 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 Flat and maintain the Flat 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 Flat is situated or the Flat 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 Flat 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 Flat or any part

thereof, nor any alteration in the elevation and outside colour scheme of the building in which the house is situated and shall keep the portion, sewers, drains and pipes in the house and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the house 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 house 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 Flat in the compound or any portion of the project land and the building in which the Flat 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 Flat 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 Flat 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 Flat until all the dues payable by the Allottee to the Promoter under this Flat are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the house 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 house 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 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 project land or any part thereof to view and examine the state and condition thereof.

- 15.** The Promoter shall maintain a separate account in respect of sums received by the 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 out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 16.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as herein before mentioned.
- 17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the house and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.
- 18. 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.

19. 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 House.

20. RIGHT TO AMEND

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

21. 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 obli-

gations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

22. 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the House in the Project.

24. 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 transac-

tion contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. 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 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.

26. 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.

27. 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 _____

Allottee's Address _____

Notified Email ID: _____

((28))

M/s Promoter name : **Shree Varahi Developers**

Promoter Address : B-302, Rajvi Residency, Nr.divine school,
Nikol-Naroad Road, nikol, Ahmedabad-382350

Notified Email ID:

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.

28. 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.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in ac-

cordance with the laws of India for the time being in force and the Rural Civil courts will have the jurisdiction for this Agreement

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

**We/The Person/Giving in Writing/
First Party/Seller**

(1) Girishbhai Gandlal Patel

(2) Rasikbhai Somadas patel

(3) Hiteshkumar Jayrambhai Patel

(4) kaushikbhai Prahaladbhai Patel

(5) kiritbhai Karashandas Patel

((30))

(6) Mayankkumar kiritbhai Patel

Developer/Promoter/Confirming Party :-

(Shree Varahi Developers
partner and authorized signatory
Shri Hiteshkumar Jayrambhai Patel)

in the presence of WITNESSES:

1. _____

2. _____

SCHEDULE 'A'

Four boundary Description :

East :

West :

North :

South :

SCHEDULE 'B'

FLOOR PLAN OF THE HOUSE

ANNEXURE -A

(Authenticated copies of the plans and specifications of the house
agreed to be purchased by the Allottee as approved by the concerned
local authority)

((31))

ANNEXURE –B

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

ANNEXURE – C

(Specification and amenities for the House)

Received of and from the Allottee above named the sum of Rupees
..... on execution of this agreement towards Earnest Money
Deposit or application fee I say received.

The Promoter/s.

((32))

The Schedule as per Registration Act u/s 32-A accordingly.

We/The Person/Giving in Writing/

First Party/Seller

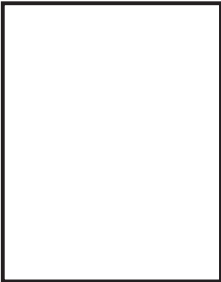
(1) Girishbhai Gandlal Patel

(2) Rasikbhai Somadas patel

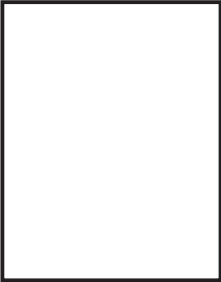
(3) Hiteshkumar Jayrambhai Patel

(4) kaushikbhai Prahaladbhai Patel

((33))

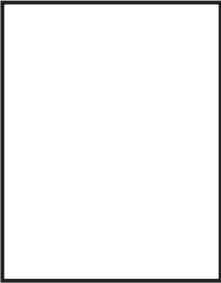


(5) kiritbhai Karashandas Patel



(6) Mayankkumar kiritbhai Patel

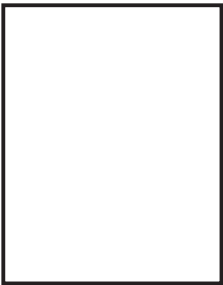
Developer/Promoter/Confirming Party :-



(Shree Varahi Developers
partner and autorized signatury
Shri Hiteshkumar Jayrambhai Patel)

((34))

Allottee/Buyer :-



(_____)