

AGREEMENT TO SALE

THIS AGREEMENT made at Vadodara on this _____ day of _____ in the year Two Thousand and _____ between the Promoters & Purchaser(s).

The Promoters; Party of the First Part & Second Part:

Party of the First Part,

M/s Angel Infrabuild (PAN: ABWFA9115D), a Partnership Firm having its registered office at **302, Corner Point, Above Anjoy Restaurant, Jetalpur Road, Alkapuri, Vadodara – 390 007** through its partner **Mr. Ashwinkumar Chimanbhai Patel (PAN: ACPPP2605P, AADHAR No.: 8599 1472 3703)** Residing at: - **“Ambika Bhuvan”, Beside Sunny Apartment, Bank of India Lane, Subhanpura, Vadodara – 390 023;** hereinafter referred to as **“The Promoters”** which expression shall be deemed to include its partners or partner for the time being of the firm, their heirs, executors, administrators and assignees unless the expression is repugnant of the context or meaning here of, of the **FIRST PART**.

The Purchaser(s); Party of the Second Part:

(1) _____ aged: **Adult,**
(PAN: AAAAA11111A; AADHAR No.: 1234 5678 9780);

(2) _____ aged: **Adult,**
(PAN: AAAAA11111A; AADHAR No.: 1234 5678 9780);

An/both/all Indian inhabitant(s)/person(s) of Indian origin, having his/her/their registered address at _____ and hereinafter referred to as **“The Purchaser(s)”** (which expression unless repugnant to the context and meaning thereof shall mean and include the Vendor(s) himself/herself/ themselves, one and all the partners from time to time, his/her/their legal heirs, successor, assignees, executors, administrators, attorney etc.), of the **SECOND PART**.

WHEREAS

A. M/s ANGEL INFRABUILD (PAN: ABWFA9115D), (herein after Referred as the “Owners”) are the lawful owners of the land admeasuring **879.45 Sq. mtrs on northern part of total 1,488.00 Sq, mtrs.,** Land bearing **Block No 37, Old Revenue Survey (RS) No. 38/1, VUDA T.P. Scheme No. 2, Final Plot No. 12 Situated at Mouje: Bhayli, Ta. & Di.: Vadodara** acquired through Sale Deed Dated **5th January 2022** registered at Vadodara having **Serial No. 00381/2022** (hereinafter referred to as the **“Land”**) and are the absolute owners;

The necessary permission for Non-Agriculture (NA) use of the said land has been issued by the Collector, Non-Agriculture Department, Vadodara vide NA order No. **N.A./S.R./834/2013-14, No. Land-D/Section-65/Vashi/3545 to 253/2014 Dated 16-01-2014.**

B. The Promoters has proposed to construct on the project land, **multi-storied building** consisting of **4-BHK Residential flats** (Basement + Ground Floor + 7 Floors) along with the common amenities/areas/facilities, parking, terrace etc. on the name of **“Angel Elysian”** located at Nr. Navrachana University, 24 Mtr Road, Bhayli T.P.-2, Bhayli, Vadodara. (hereinafter referred to as the **“Project”**);

C. An authenticated copy of the Title Certificate in respect to the nature of title to the property, dated **26-03-2022** issued by Advocate **Mr. Amrutlal Prabatbhai Thakrani** is hereto annexed and marked as **Annexure “A”**. (Hereinafter referred to as the **“Certificate of Title”**). An authenticated copy of the extract of the Property Card as of showing the nature of the title of

the Owners to the Land on which the Building is being constructed has been annexed hereto and marked as **Annexure “B”**;

- D. For the aforesaid purpose the Promoters have appointed **Mr. Anil D Koranne (Architects)** as the architect for preparing the plans of the building (hereinafter referred to as the **“Architect”**) and have also appointed **Mr. Ashutosh Desai (Structural Consultant)** as the structural engineer for preparing designs, drawings and specifications for the construction of the building (hereinafter referred to as the **“Structural Engineer”**);
- E. **Vadodara Municipal Corporation** has sanctioned the plans of the building submitted by the Promoters and issued a Rajachitthi bearing outward no. **Ward No.-10/SHB-5/2022-2023 dated 26/04/2022**. The promoters have complied with the terms and conditions of the Rajachitthi and are issued the construction permission & commencement certificate for the construction of building by VMC/VUDA bearing reference no. **Ward No.-10/SHB-5/2022-2023 dated 26/04/2022** (hereinafter referred to as the **“Commencement Certificate”**). Authenticated copies of the Rajachitthi, the latest commencement certificate and approved layout plans and building plans are hereto annexed and marked as **Annexure “C” & Annexure “D”** respectively;
- F. **The Promoters** have registered the Project under provisions of Real Estate (Regulatory & Development) Act, 2016 (Act) and rules made there under with Real Estate Regulatory Authority (RERA) at Vadodara, Gujarat having Registration No. _____ dated _____, an authenticated copy of the certificate issued by RERA has been annexed hereto and marked as **Annexure “F”**;
- G. On demand from the Purchaser(s), the Promoters have given to the Purchaser(s) inspection of all title documents relating to the Property including Project Land documents, permissions given by concerned authorities and the plans, designs and specifications prepared by the Architect and the Structural Engineer and all other relevant documents specified under the Real Estate (Regulation and Development) Act, 2016 and the rules made there under;
- H. The Promoters have accordingly commenced the construction of the said building in accordance with the sectioned plans. The Purchaser(s) has/have requested and applied for allotment of the Flat bearing No. _____ being constructed the said Project admeasuring on or about _____ sq. mtrs. (Equivalent to _____ Sq. fts.) of carpet area as per the RERA on the _____ floor of the building, an authenticated copy of the floor plan whereof is hereto Annexed and marked as **Annexure “E”**.
- I. The Purchaser(s) has/have prior to the execution of these presents paid to the Promoters a sum of Rs _____/- (Rupees _____ only) towards part payment of the sale price of the Flat agreed to be sold by the Promoters as an advance (the payment and receipt where of the Promoters both hereby admit and acknowledge) and the Purchaser(s) has/have agreed to pay to the Promoters the balance of the sale price of the Flat in the manner herein after appearing;
- J. This Agreement is entered into subject to the terms and conditions hereto before or after recited, documents referred to herein and the terms and conditions imposed by the concerned authorities and also subject to variations modifications as may be approved by the authorities/other public authorities from time to time;
- K. The Purchaser(s) agree/s and confirm/s that the Promoters shall be entitled to raise finance/loan from any financial institution/bank by way of further mortgage/charge/ securitization of the said Project and or receivables, if any, accruing or likely to accrue there from, subject to the said Flat (as defined herein below) being made free from any encumbrance at the time of execution of Conveyance/Sale Deed in favor of the Purchaser(s);
- L. 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 in to this Agreement on the terms and conditions appearing hereinafter;

- M.** Under the section 13 of the said Act the promoter is required to execute a written Agreement for sale of said flat with the Purchaser(s), 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 Purchaser(s) hereby agrees to purchase the Flat.

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

- (1) The Promoter** shall construct the said Building/s consisting of Basement, Ground Floor & 7 Upper floors on the project land in accordance with the plans, design and specifications as approved by the concerned local authority from time to time.

- (1a) (i) The Purchaser(s)** hereby agree/s to purchase from the Promoters and the Promoters hereby agrees to sell the Purchaser(s), subject to the Provisions of these presents, flat bearing number _____ admeasuring on or about _____ sq. mtr. (Equivalent to _____ sq. ft.) of carpet area as per the RERA on the _____ floor of the building (herein after referred to as the **"Flat"**) in the project together with the right to use, occupy, possess and enjoy common areas, amenities and facilities to be provided by the Promoters to Purchaser(s) as more particularly described in the Schedule hereunder written **TOGETHER WITH** the proportionate undivided share _____ Sq. mtrs. (Equivalent to _____ sq. ft.), right, title and interest in the common areas, of the buildings, amenities and facilities as intended to be used in common with the Promoters and/or the nominee/s / Allotte/s transferee/s of the Promoters (all of which are herein after collectively referred to as **"the Premises"**) at or for total consideration amount of Rs...../- (Rupees only) (hereinafter referred to as the **"Total Consideration"**).

The ownership of upper and lower slab and common walls of the Flats shall be of joint/common ownership with the fellow Purchaser(s)/member(s) concerned. The Purchasers / Occupants may use undivided share of land & common space/area without causing obstruction and hindrance to each other and without raising any dispute or demanding personal ownership. Besides, the Purchaser(s)/member(s) will not construct any structure (temporary or permanent in nature) in the common area/land/terrace. The area of Terrace / Margin Land / Hoarding and FSI (balance/future) rights along with its easement rights will remain with the Promoters. The Purchaser(s) / Occupant(s) / Society Association shall have no rights and/or objection in this regard.

- (ii) The Purchaser(s)** hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser(s) balcony 1 having area admeasuring _____ sq mtrs forming part of the apartment for the consideration of Rs...../- (Rupees only)
- (iii) The Purchaser(s)** hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser(s) balcony 2 having area admeasuring _____ sq mtrs forming part of the apartment for the consideration of Rs...../- (Rupees only)
- (iv) The Purchaser(s)** hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser(s) wash area having area admeasuring _____ sq mtrs forming part of the apartment for the consideration of Rs...../- (Rupees only)

- (v) **The Purchaser(s)** hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser(s) covered/open parking spaces bearing numbers situated at _____ Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs...../- (Rupees only).
- (1b) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat, which shall be separately payable by the Purchaser(s) in the manner as may be decided by the Promoter.
- (1c) The Purchaser(s) agree/s to pay to the Promoters the Total Consideration in the manner provided in **Annexure "G"** hereto and all other amounts which become due or payable by the Purchaser(s) on the dates mentioned in the intimation letter/demand notice. The total consideration is escalation free; save and except escalations and/or increases, due to increase on account of development charges payable to the competent authorities and/or any other increase in charges which may be levied or imposed by the competent authorities/ local bodies/ Government from time to time. The Promoters undertake and agree that while raising the demand on the Purchaser(s) for increase in development charges, costs, or levies imposed by competent authorities/ local bodies/ Government from time to time etc., the Promoters shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter raised on the Purchaser(s).
- (1d) 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 is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. 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 **SBI MCLR + 2.00 %**, 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.
- (1e) The Promoters may, in its sole discretion, may allow a rebate for early payments payable by the Purchaser(s) by discounting such early payments for the period for which the respective installment has been prepaid on mutually agreed terms. The provision for allowing rebate and rate of such rebate shall not be subject to any revision/withdrawal once granted to the Purchaser(s).
- (1f) The Purchaser(s) authorizes the Developers to adjust/appropriate all payments made by him/her/it/them under any head(s) of the dues against lawful outstanding, if any, in his/her/its/their name as the Developers may in its sole discretion deem fit and the Purchaser(s) undertakes not to object/demand/direct the Developers to adjust its payments in any manner.
- (2) (2a) Time is essence for the Promoters as well as the Purchaser(s). The Promoters shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser(s) and the common areas to the association of the Purchaser(s) after receiving the occupation certificate. Similarly, the Purchaser(s) shall make timely payments of the installment and other dues payable by him/her/them as mentioned hereunder in Annexure "G" and fulfill other obligations under this Agreement.
- (2b) If the Purchaser(s) intend/s to get certain extra work/changes done, the same would be considered only if found feasible in all respect by the Promoters. The Promoters reserve the right to accept or refuse the same. If found feasible/ acceptable, the Purchaser(s) will have to submit the requisition for the same in writing & well in

advance. No request for extra work/changes will be entertained thereafter on piecemeal basis. Payment for extra work/changes, as per price/ cost determined by the Promoters (including extra labor charges etc.) will have to be made in advance. Deduction(s) / Adjustment(s) in the cost, if any, will be determined by the Promoters on 'Cost-to-the-Promoters bases, and the same will be settled/adjusted at the time of final payment of the Flat.

- (2c) The Promoters have the sole and exclusive rights in all that piece and parcel of the said Land and more particularly described in the First Schedule hereunder; and shall construct "**Angel Elysian**" a multi-storied building consisting of Residential Building consisting of 14 Residential Flats (Basement + Ground Floor + 7 floors) along with common amenities/areas/facilities, parking, terrace etc. In accordance with the plans, designs and specifications sanctioned by VMC/VUDA and other concerned authorities from time to time. The Promoters shall have to obtain prior consent of the Purchaser(s) in respect of variations or modifications, if any, which could have adversely affected the Flat of the Purchaser(s); except any alterations or additions pursuant to requirements of any Government authorities or due to change in applicable law.
- (3) The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **1,583.01** square meters only and Promoter has planned to utilize Floor Space Index of **2,374.52** 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 **2,374.52** as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments 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) (4a) If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] 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 **SBI MCLR + 2.00 %** 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 **SBI MCLR + 2.00 %** 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.
- (4b) Without prejudice to the other rights of the Promoters under this Agreement and/or in law, the Purchaser(s) shall be liable to pay to the Promoters an interest @ the rate of **SBI MCLR + 2.00 %** per annum on all amounts due and payable by the Purchaser(s) under this Agreement, if such amounts remain unpaid after becoming due and payable. The right of the Promoters to receive interest as aforesaid shall not entitle the Purchaser(s) to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoters of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Purchaser(s).
- (4c) Without prejudice to the right of promoter to charge interest on the Purchaser(s) committing default in payment on due date of any amount due and payable by the Purchaser(s) to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser(s) committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement;
- Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser(s), by Registered Post AD at the address provided by the Purchaser(s) and mail at the e-mail address provided by the Purchaser(s), 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 Purchaser(s) 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 Purchaser(s) (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 Apartment which may till then have been paid by the Purchaser(s) to the Promoter.

- (4d)** In case the Purchaser(s) wish(es) to cancel the allotment of the Flat for any other reason whatsoever, Cancellation Charges of Rs/- (Rupees only) will be charged / forfeited by the Promoters. Thereafter, the balance of payments received until then from the Purchaser(s) and/or financier/bank will be refunded back without interest after the Flat is re-booked/sold, and payments received. GST paid / payable (including GST directly paid/payable by the Promoters from In-put Credit) will not be refunded by the Promoters.

In case the Purchaser(s) wish(es) to sell-off the Flat to third person(s) before the Sale Deed is executed in his/her/their favor, he/she/they may do so provided no payment/s are due/overdue for payment to the Promoters. Besides, in such a case, admin charge of Rs. 2,00,000/- (Rupees Two Lacs Only) will be payable to the Promoters.

- (5)** The fixtures, fittings and amenities to be provided in the Premises and the materials to be used in the construction of the building and the specification of the building are those as set out in the Third Schedule hereunder written and the Purchaser(s) has satisfied himself/herself/themselves about the design of the Premises and also about the specifications and amenities to be provided therein.
- (6)** The possession of the Premises shall be delivered by the Promoters to the Purchaser(s) by **25-04-2025**. The Promoters shall be entitled to a reasonable extension of time if they are unable to deliver the possession of the Premises by the aforesaid date, if the completion of the project is delayed, on account of reason of war, civil commotion or any act of God or if any notice, order, rule or notification of the government and/or any other public or competent authority or Court or for irregular/repeated delays/non-payments of stage-wise payments by the Purchaser(s) or for any other reasons beyond the control of the Promoters. If, for any reason, the Promoters are unable or fail to give possession of the Premises to the Purchaser(s) within the time period specified herein above, or within any further time period, and not on account of reasons mentioned herein above, then in such case, **(i) the Purchaser(s)**, who intends to withdraw from the Project, shall be entitled to give notice to the Promoters terminating the Agreement, in which event, the Promoters shall after the receipt of such notice, refund to the Purchaser(s) within 30 days of notice, the amounts that may have been received by the Promoters from the Purchaser(s) as and by way of installments of part-payment in respect of the Flat, as well as interest as mentioned in clause (4a) from the date of receipt till repayment of such amounts. In this event neither party shall have any other claim against the other in respect of the Flat or arising out of this Agreement and the Promoters shall be at liberty to sell and dispose the said Flat to any other person(s) at such price and upon such terms and conditions as the Promoters may deem fit; and **(ii) the Purchaser(s)**, who do not intend to withdraw from the Project, shall be entitled to interest as mentioned in clause (4a) per annum on the amounts paid by the Purchaser(s) every month of delay till handing over the Possession.
- (7)** **(7a) Procedure for taking possession:** The Promoters shall offer possession of the said Flat to the Purchaser(s) within 60 days from receipt of occupation certificate from competent authority; PROVIDED THAT all the amounts due and payable by the Purchaser(s) under this Agreement are paid to the Promoters. The Promoters shall inform the Purchaser(s) by written notice that the Premises are ready for use and occupation and the Purchaser(s) shall take possession of the Flat within 15 days from the date of such intimation and shall execute necessary indemnities, declarations, undertakings and such other documents as may be informed by the Promoters.
- (7b) Failure of Purchaser(s) to take Possession of Flat:** In case the Purchaser(s) fails to take

possession of the Flat within 15 days from the date of written notice, the Purchaser(s) shall be liable to bear and pay all premia, taxes and charges for electricity and other services and the outgoings including but not limited to maintenance charges payable in respect of the Flat from the date of receipt of occupation certificate.

- (7c) Within a period of five years from the date of handing over the possession of the said Premises to the Flat Purchaser(s), the Purchaser(s) or the Society/Association as the case may be brings to the notice of the Promoters any structural defect or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Purchaser(s) shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

- (7d) **PROVIDED FURTHER THAT,** the Promoters shall not be held liable or responsible in the event any damage or defect is caused to the building or any part thereof on account of the changes, alterations or additions (internal-external) made by the Flat Purchaser(s)/ occupant(s) in the Premises.

Like-wise, Core cutting and/or drilling of holes etc. in the slab(s)/ beam(s)/ column(s) are strictly prohibited – else it may cause damage to the structure & its strength – for which the promoter will not be responsible in any manner whatsoever. The Promoters will not be responsible for damages caused, if any, on account of natural calamities, unforeseen events/circumstances/disruptions, mob/public unrest & disturbances, weather/chemical effect/s etc.

- (8) In the case of residential Flats, the Purchaser(s) shall not use the premises for any purpose other than residence and shall not use the Flat for guest house or any commercial activities, as the case may be, without prior written permission of the Promoters/ co-operative society/limited company, as the case may be, and of the local authorities. The Purchaser(s) shall also not use the Parking area for any other purpose other than for parking vehicle(s).
- (9) The Purchaser(s) along with other Purchaser(s)s of Flats 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 Purchaser(s), so as to enable the Promoter to register the common organisation of Purchaser(s). No objection shall be taken by the Purchaser(s) 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.

Within 15 days after notice in writing is given by the Promoters to the Purchaser(s) that the Flat is ready for use and occupancy, the Purchaser(s) shall be liable to bear and pay in advance prior to taking possession of their respective Flat to the Promoters until the assignment of the Land is executed in favor of a co-operative society or a limited company as mentioned herein and thereafter to the co-operative society or the limited company, as the case may be, the proportionate share that may be decided by the Promoters or the co-operative society or the limited company, as the case may be, towards (a) all municipal and other taxes or betterment charges that may from time to time be levied in respect of the Land and/or Building including water taxes and water charges; and (b) outgoings for the maintenance and management of the estate, and the amenities, common lights and other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts and all other expenses necessary and incidental to the management and maintenance of the Project Land and the Building along with service tax and any other taxes/levies as applicable.

- (10) Over and above the amounts mentioned in the agreement to be paid by the Purchaser(s), the Purchaser(s) 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 Purchaser(s) shall pay to the proportionate charges 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 Purchaser(s) shall pay to the Promoter, the Purchaser(s)' 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 Purchaser(s) shall pay to the Promoter, the Purchaser(s)' 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) The Purchaser(s) / Residents / Occupants shall not be entitled to change the elevations of the Premises and shall not be allowed to do any structural changes or to put grills on the outer side of the building and shall maintain the same in the same form as the Promoters have constructed and not at any time alter the said elevations in any manner whatsoever without the prior consent in writing from the Promoters/Society/limited company; as the case may be.
- (14) **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER,**

The Promoter hereby represents and warrants to the Purchaser(s) as follows:

- (i) The Promoters have absolute rights in respect of the project land and the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
- (ii) The Promoters have 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/this Agreement;
- (iv) There are no litigations pending before any Court of law with respect to the project land or Project;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building 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 shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- (vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser(s) created herein, may prejudicially be affected;
- (vii) The Promoters have 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 Shop/Office/Flat which will, in any manner, affect the rights of Purchaser(s) under this Agreement;
- (viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Shop/Office/Flat to the Purchaser(s) in the manner contemplated in this Agreement;
- (ix) The Promoters have duly paid and shall continue to pay and discharge till the date of receipt of occupation certificate, all 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;

- (x) At the time of execution of the conveyance deed of the structure to the association of Purchaser(s) the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Purchaser(s);
 - (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 Promoters in respect of the Project Land and/or the Project.
- (15) The Purchaser(s) for himself/ herself/ themselves and his/ her/ their nominee(s), heirs, executors, administrators and assigns and to the intent that the covenants herein contained shall be binding upon all the persons in whose hands the Premises shall come, hereby covenant/s as follows: -
- (i) TO MAINTAIN the Apartment at the Purchaser(s)'s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - (ii) NOT TO STORE in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser(s) in this behalf, the Purchaser(s) shall be liable for the consequences of the breach.
 - (iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchaser(s) and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which 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 Purchaser(s) committing any act in contravention of the above provision, the Purchaser(s) 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 Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the 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 Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
 - (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

- (vii) Pay to the 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 Apartment is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser(s) for any purposes other than for purpose for which it is sold.
- (ix) The Purchaser(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser(s) to the Promoter under this Agreement are fully paid up.
- (x) The Purchaser(s) shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xi) The Purchaser(s) 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 Purchaser(s) 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.
- (xiii) Not to do any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals herein above
- (xiv) To strictly comply with the bye-laws, rules and regulations of the Society and applicable law and SHALL OBSERVE and perform and abide by all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises and common area and shall pay and contribute regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the bye-laws, rules and regulations of the Society;
- (xv) Not to object and consent for any variations in color, size and design etc. of the tiles, marble, granite, stones or any other construction material provided in the premises during repairs/replacement which are beyond control of the Promoters.

Not to object to the rights of the Promoters to decide the construction cycle of the Project, i.e., which block/building/tower/Shop/Office/Flat it should construct first/later, as it may not necessarily be possible / feasible to construct all concurrently.

To visit/check the construction of the Project/Tower/Flat & common area/ amenities periodically at every stage; Feedback, if any, should be brought to the notice immediately before the stage/work is completed. Thereafter, no feedback will be entertained or considered.
- (16) The Purchaser(s) shall not be entitled to let, sublet, sell, transfer, assign, mortgage, charge or in any manner encumber or deal with or dispose or part with his/her/their interest under this Agreement or benefit of this Agreement or part with possession of the Premises until all the dues and other deposit payable by him/her/them to the Promoters under this Agreement are fully paid up and that too only if the Purchaser(s) has not been guilty of breach of or nonobservance of any of the terms and/or conditions of this Agreement and until he/she/they obtain the prior written consent of the Promoters.

- (17) The Purchaser(s) hereby gives his/her/their express and specific consent to the Promoters to raise any loan against the Land and the Building under construction and to mortgage the same and/or create a charge thereon with any bank or banks or any other party. This consent is on the express understanding that any such loan and the liability thereof shall be cleared by the Promoters only at their expenses, and subject to the said Flat (as defined herein below) being made free from any encumbrance at the time of execution of Sale Deed in favor of the Purchaser(s) and/or execution of sale deed in favor of the society/ association of members for common areas and/or undivided share of land etc.
- (18) The Promoters shall make application for formation of an association of Purchaser(s) or Co-operative society or the Company, as the case may be, under the applicable law within a period of three months of the majority of Purchaser(s) having booked their Flat(s) in the project. The Purchaser(s) shall join in the forming and registering the Society or the limited Company or association, as the case may be, to be known by such name as the Promoters may decide and for this purpose also from time-to-time sign and execute application for registration and or membership and other papers and documents necessary for the registration of the Society or the limited Company or association, as the case may be. The Purchaser(s) shall observe and perform and abide by all the bye-laws and/or rules and regulations which the proposed cooperative society or a limited company formed/incorporated by purchasers of the Flats in the Building, at the time of registration/incorporation may adopt and all the provisions of the Memorandum and Articles of Association of the limited company when incorporated and the additions, alterations or amendments thereof, for protection and maintenance of the Building and the premises therein and/or in the compound and for the observance and carrying out the building rules and regulations and bye-laws for the time being of the VMC/VUDA and other public bodies. The Purchaser(s) and the permitted persons to whom the Premises are let, sub-let, transferred, assigned or given possession, shall observe and perform and abide by all the stipulations and conditions laid down by such co-operative society or limited company, as the case may be, regarding the occupation and use of the Building and the premises therein and shall pay and contribute regularly and punctually towards the premium, taxes and/or expenses and other outgoings in accordance with the terms of this Agreement.
- (19) The Purchaser(s) hereby agree/s and undertake/s to become a member of the co-operative society or limited company to be formed in the manner herein appearing and also from time to time to sign and execute all applications for the registration and for membership and other papers and documents necessary for the formation and the registration of the cooperative society or limited company and for becoming a member, including the bye-laws of the proposed co-operative society and duly fill in and sign the same within 7 (seven) days of the same being intimated by the Promoters to the Purchaser(s). No objection shall be raised by the Purchaser(s) if any changes or modifications are made in the draft byelaws 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. The Purchaser(s) shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interest of the Promoters and of the other Purchaser(s) of the other Flats in the Building.
- (20) The Purchaser(s) hereby covenant/s that from the date of possession, he/she/they shall keep the Premises, the walls and partition walls, sewers, drains, pipes and appurtenances thereto belongings in good tenantable repairs and conditions and shall abide by all the bye-laws, rules and regulations of the government, VMC/VUDA and other authorities and local bodies and shall attend to, answer and be responsible for all actions for violations of any such conditions or rules or bye-laws. On formation of the Society/Association of Members and completion/possession of the Project, the Promoters will handover/deposit the Maintenance Fund (received from purchaser/s of Flats sold) in the Bank A/C opened in the name of the Society/Association. Onus of maintenance of the Project would be of the Society/ Association. Additional maintenance charge/s, if any decided by the Society/Association on its formation or any time in future, as may be deemed fit (recurring or non-recurring in nature), will be payable by all the Purchaser(s)/members of the Society/Association irrespective of (a) whether the Flat is self-occupied or tenant-occupied or is vacant for whatsoever reason; (b) the floor his/her/their Flat is located on; and (c) whether, or not, the common amenities/facilities/etc.

are utilized (partly/fully/whatever). The Society/ Association will have the rights to charge interest/penalty on the late payments of maintenance which will have to be paid by the Flat owners.

If the Purchaser(s) desire(s) to carry out furniture, fixture, renovation, interior work etc. in his/her/their respective Shop/Office/Flat, he/she/they will be able to do so ONLY after (a) Conveyance/Sale Deed is executed in his/her/their favor; (b) actual/physical possession of the Flat is handed over through exchange of Possession & Acceptance/Satisfaction Letters; and (c) MGVCCL allots electricity connection/meter to the respective Shop/Office/Flat.

In case of any damage caused by the vendors or the skilled/unskilled workers or laborers etc. during the work period/process, the Purchaser(s) will have to bear the responsibility for the same and make good for the damages. The Purchaser(s) will have to bear/pay the same separately. It will be the responsibility of the purchaser(s) to ensure & guarantee that while shifting household kit or while carrying out repair/renovation in his/her/their Flats; no laborers/vendors/agencies whose services have been engaged will under any circumstances use the Lifts for carrying household kit or any type of goods/materials/etc.

- (21) **STAMP DUTY AND REGISTRATION:** - The stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser(s).
- (22) In addition to the consideration and other amounts as mentioned herein, the Purchaser(s) shall also be liable to pay the following amounts as and when demanded without raising any objection/query or otherwise:
- (I) All taxes, levies, cess, duties (whether applicable/payable now or become applicable/payable in future) including but not limited to Goods and Service Tax (GST) or any other direct/indirect taxes/levies that may be imposed as applicable; and
 - (II) All cost, charges, expenses, including but not limited to stamp duty, registration charges, premia, and or incidental charges in connection with the documents to be executed for sale of the said Shop/Office/Flat including on the booking form, this letter and the said Agreement.
- (23) **BINDING EFFECT:** Forwarding this Agreement to the Purchaser(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser(s) until, firstly, the Purchaser(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(s) 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 Purchaser(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith including the booking amount shall be returned to the Purchaser(s) without any interest or compensation whatsoever.
- (24) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser(s) shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the same is transferred as hereinbefore mentioned.
- (25) All notices to be served on the Flat Purchaser(s) as contemplated in this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser(s) by Registered Post A.D. / Prepaid post under certificate of posting/ hand delivery/ email specified below/courier at his/her/their common address mentioned herein above and intimated to the Promoters from time to time.

Name of Purchaser(s):	Address:	Notified Email ID:

It shall be the duty of the Purchaser(s) 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 Purchaser(s), as the case may be.

- (26) The Purchaser(s) hereby declare/s that (a) he/she/they has/have gone through this Agreement and all the documents related to the Property; (b) has/have expressly understood the contents, terms and conditions of the same; and (c) the Promoters have entered into this Agreement with the Purchaser(s) relying solely on the Purchaser(s) agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser to be observed, performed and fulfilled and complied with. Therefore, the Purchaser(s) hereby agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Promoters and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, nonperformance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).
- (27) Any delay or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser(s) shall not be construed as a waiver on the part of the Promoters for any breach or noncompliance of any of the terms and conditions of this Agreement by the Purchaser(s) nor shall the same in any manner prejudice the rights of the Promoters.
- (28) **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Apartment/Flat 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 Purchaser(s) who has taken or agreed to take such
- (29) **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 flat.
- (30) **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
- (31) **SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made hereunder 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 hereunder 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.
- (32) **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES:** - The terms and conditions of this Agreement shall be binding on all transferee(s)/ assignee(s), from time to time, of the Premises, whom the Purchaser(s) may sell, transfer/ assign the Premises and shall be enforceable against all such transferee(s).

- (33) **DISPUTE RESOLUTION:** - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably within 45 days of such dispute, shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules made there under.
- (34) **GOVERNING LAW:** - 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 courts at Vadodara shall have an exclusive jurisdiction for this Agreement.
- (35) It is understood between the parties that images, pictures, colors, furniture shown/ contained in marketing collateral, if any, are indicative only and shall not be included as part of the said Flat. No right of any nature whatsoever shall be construed and/or deemed to have accrued in favor of any person and/or Purchaser(s) from or by virtue of brochure, etc. The Promoters shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered / incurred and/or likely to be suffered and/or incurred by any person and/or Purchaser/s. No person or Purchaser/s shall have any right or be entitled to claim or enforce any right based on marketing material, advertisement, brochure, etc.
- (36) That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.
- (37) **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.
- (38) **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 Purchaser(s), in **Vadodara** after the Agreement is duly executed by the Purchaser(s) 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**.
- (39) The Purchaser(s) 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.

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

THE FIRST SCHEDULE ABOVE REFERRED TO THE LAND

All that piece or parcel of freehold measuring **879.45 Sq.mt. on northern part of total 1,488.00 Sq.mt. Land bearing Block No. 37, Old Revenue Survey No. 38/1, VUDA T.P. Scheme No. 2, Final Plot No. 12 Situated at Moje: Bhayli, Tal. & Dist.: Vadodara** assessed by the Assessor and Collector of Municipal Rates & Taxes Under **Vadodara Ward No. 11** Situated at **“Angel Elysian”, Nr. Navrachana University, 24 Mtr Road, TP – 2, Bhayli, Vadodara – 390014** and bounded as follows;

- On or towards the North :** Final Plot No. 16
- On or towards the South :** Sub-Plot No. 1 of Final Plot No. 12
- On or towards the East :** 24 Mtr wide TP Road
- On or towards the West :** Final Plot No. 102

THE SECOND SCHEDULE ABOVE REFERRED TO THE BUILDING

Multi-storied Building to be known as Angel Elysian comprising of 1 Number of Residential Towers (Basement + Ground Floor + 7 Floors) consisting of Residential Flats along with common amenities/areas/facilities, parking, terrace etc.

The flat bearing Number _____ being constructed in the said Project, admeasuring on or about _____ sq mtrs (Equivalent to _____ Sq fts) of carpet area as per the RERA on the _____ floor of the project known as **“ANGEL ELYSIAN”** and bounded as follows;

- On or towards the North :**
- On or towards the South :**
- On or towards the East :**
- On or towards the West :**

Parking facility/space for the residential Flat will be provided in the Project in Basement and below the tower and/or at the ground level in the extra common space.

THE THIRD SCHEDULE ABOVE REFERRED TO LIST OF AMENITIES

(Club House etc. applicable/restricted for residential units only)

SPECIFICATIONS:

- Earthquake resistant RCC Frame work structure & Block masonry work as per structure design.
- Internal smooth plaster with primer, External Plaster with weather resistant paint Finish.
- Elegant Entrance door with Superior Quality fittings & Internal both side laminated flush doors.
- Branded Modular switches & sufficient electric points with concealed ISI mark copper wiring.
- Vitrified Tiles flooring in all rooms.
- Anodized Aluminum windows with stone sill.
- Granite platform with SS sink & wall tiles up to lintel level.
- Designer wall tiles up to lintel level with standard CP & Sanitary fittings.
- Branded Concealed UPVS & CPVC plumbing pipes.

COMMON AMENITIES:

- Foyer / Reception Area
- Branded Elevator
- 24 Hr. water supply - Underground & Overhead water tank
- Water proofing Treatment with China Mosaic Tiles on Terrace.

The Promoters will construct/develop the common area & facilities/amenities with standard specifications and workmanship, as committed at the time of booking. In the event of paucity or non-availability of any materials/items/fittings/articles, the Promoters reserve the right to use alternates available of similar quality.

Post-completion & installation of common amenities/equipments/etc. in the project/towers, maintenance of the same will be borne from the common maintenance fund notwithstanding whether, or not, possession of the same has/have been taken over by the Members/Society/Association. Needless to mention that warranties of common amenities/equipments/etc., if available from the respective vendors, will be effective from the date of installations.

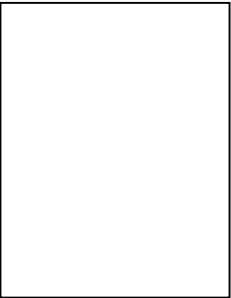
In case drainage system and/or water connection of local Development Authority is/are likely to take some time beyond completion of the Scheme; the Vendor will arrange to provide underground sewage system and bore well, as may be required. In such an event, the Vendor cannot guarantee quality of ground water or guarantee against contamination (if any) & longevity. Maintenance & repairs of the same will be the onus of the Members /Society /Association.

SIGNED AND DELIVERED

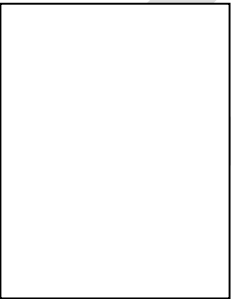
By the within named the Purchaser(s) (including joint buyers)...

The Purchaser(s)

(1)



(2)



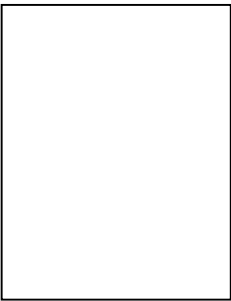
In the Presence of

1)

2)

SIGNED AND DELIVERED
By the within named Promoters...

First Part as referred above



Promoter
Mr. Ashwinkumar Chimanbhai Patel
Partner
M/s Angel Infrabuild

In the Presence of

1)

2)

RECEIVED the day and year first herein above written of and from the Purchaser(s) a sum of
Rs _____ (Rupees _____ Only) being part payment towards
Sale Consideration,

WE SAY RECEIVED

Mr. Ashwinkumar Chimanbhai Patel
Partner
M/s Angel Infrabuild

ANNEXURE “G”

SCHEDULE OF PAYMENT AS PER STAGE-WISE COMPLETION OF WORK

Sr. No.	Stage of Payment	% Of Basic Cost	Amount
1	At the time of Booking	10 %	
2	At the time of Agreement for Sale within 15 days from Booking	15 %	
3	On completion of the Foundation and Basement	10 %	
4	On completion of Plinth	5 %	
5	On completion of Ground Floor Slab	8 %	
6	On completion of Third Floor Slab	8 %	
7	On completion of Fifth Floor Slab	8 %	
8	On completion of Seventh Floor Slab	8 %	
9	On completion of Walls	8 %	
10	On completion internal plaster, floorings doors and windows of the unit	5 %	
11	On completion of Sanitary fittings, staircases, lift wells, lobbies up to the floor level	5 %	
12	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas	10 %	
13	Balance Amount before possession	5 %	
		100 %	
	GST is payable along with basic cost at each stage mentioned above. Maintenance, Development, MGVL, Stamp Duty, Registration Fee, Adv/Legal Fee and Stationery / Photocopying / Misc. expenses are payable as and when required on demand on completion / before Sale Deed / before possession.		

Notes:

1. 1 above (10% or as mutually agreed upon) is payable at the time of booking. 2 above (15% or as mutually agreed upon) is payable at the time of Agreement for Sale within 15 days from the date of booking. Further payments (3 to 13 above) are payable within 07 days from the date the demand is raised on completion of stage-wise work. The Purchaser(s) will have to adhere to the payment schedules, irrespective of whether, or not, the Project is running on schedule (+/-), as payment schedules & demand thereof are linked to stage-wise completion of work.
2. Failing to honor the above payments within 15 days from the date of demand (verbal/written communication), the unpaid amount will be treated as overdue, and interest as mentioned above per annum will be payable thereon till the date the same is paid with interest.
3. In case of irregular / repeated delays / non-payments, the Promoters reserve the right to cancel the booking/allotment & forfeit up to 10% of the basic cost of the Flat. Thereafter, the balance of payments received until then from the Purchaser(s) and/or financier/bank will be refunded back without interest after the Flat is re-booked/sold, and payments thereof received (new booking).

GST paid/payable (including GST directly paid/payable by the Promoters from In-input Credit) will not be refunded by the Promoters. The Agreement to Sale and/or Construction Agreement (as the case may be) would resultantly be terminated/ cancelled by the Promoters. Charges for termination/cancellation of Agreement/s, if any, will also have to be borne by the Purchaser(s).

4. All taxes including Goods and Service Tax (GST) or any other statutory taxes/levies that may be imposed as applicable shall be paid by the Purchaser(s). It is expressly understood that the consideration mentioned herein do not include any taxes. Any other incidental or consequential charges, if any, shall be charged extra.
5. Price of the Flat may not necessarily be same / at par with that of other Flat(s) of the project. It would vary depending upon market conditions and various other factors/considerations. The Promoters reserve the right to fix/determine the price, which may vary from Flat to Flat.
6. The Purchaser(s) will have to adhere to the payment schedules, irrespective of whether, or not, the Project is running on schedule (+/-), as payment schedules & demand thereof are linked to stage-wise completion of work.
7. Basic Cost of the Flat, as agreed upon, is payable along with GST at each stage, as applicable. Maintenance, Development, MGVCCL, Stamp Duty, Registration Fee, Legal Fee and Stationery / Photocopying / Misc. expenses are payable as and when required on demand on completion / before Sale Deed.
8. In case the Purchaser(s) wish(s) to avail finance from his/her employer or bank/finance Company/etc., the responsibility of the Promoters is restricted to providing the requisite papers/documents. It will be Purchaser(s) responsibility to get the loan/s sanctioned and disbursed, and comply with the terms & conditions of the payment, as per schedule of payments.

LIST OF ANNEXURE

Annexure “A”	Title Certificate in respect to the nature of title to the Property
Annexure “B”	An authenticated copy of the extract of the Property Card as of showing the nature of the title of the Owners to the Land
Annexure “C”	An authenticated copy of Commencement Certificate
Annexure “D”	Copy of the plans approved by the VMC/VUDA
Annexure “E”	Copy of floor plan of the said apartment
Annexure “F”	Authenticated copy of the Registration Certificate of the project granted by the Real Estate Regulatory Authority
Annexure “G”	Schedule of Payment as per stage-wise completion of work