

AGREEMENT FOR SALE

This Agreement for Sale is executed on this day of, 2022, at **VADODARA** By and Between

ZAID ENTERPRISE, a Proprietor Firm having address at Near Khadim Hospital, B/H Rahila Complex, Opp. SBI Bank, Tandalja-Vasna Road, VADODARA, 390012 through its proprietor :-

Mr. Sheikh Nasiruddin Abdulbhai

Hereinafter referred to as the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective proprietor).

AND

The allottee ,(PAN No. _____)

Age: adult, by religion Hindu, **Residing at:** _____

Hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

WHEREAS:

- A. The Promoter is the absolute and lawful owner of non-agriculture land being Sub Plot No. 2, bearing **R.S. NO. 422, T.P NO.22, FINAL PLOT NO.108 ADMEASURING ABOUT 356.30 SQ. MTRS VARADE LAND 30.037 SQ.MTRS TOTAL 386.337 SQ.MTRS** situated at Mouje – **TANDALJA**, Taluka - **VADODARA** in the District of **VADODARA**, (Hereinafter referred to as “**the Said Land**”). The said land was acquired by the promoter vide sale deed of F.P. 108 on dated 27/07/2020 registered as documents No. 7413 at the office of the concerned Sub-Registrar of **VADODARA**.
- B. The Said Land is earmarked for the purpose of building a residential project, comprising a block consisting 21 residential apartments (Ground Floor + 07 Stories) and the said project shall be known as ‘**QUBA HEIGHTS**’.
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The Promoter has obtained N.A. LAND vide SALE DEED NO. 7413 dated : 27/07/2020, from the immediate preceding Land owners 1) Mohammedsalim Abdulsattar Umarji and 2) Adbulsalam Mohammad Dal.

- E. The said Land was originally belonged to Sankarrao Govindrao Kelkar. Sankarrao Govindrao Kelkar had obtained the permission from the revenue department of Gujarat Order No. U.L.C.3489/3061/2793/VA/3 Dated 08/05/1990. He also obtained construction permission from Vadodara Mahanagar Palika vide Raja Chhitti No. F/6/317/90-91 Dated 04/02/1991 and he also got the permission from the Collector of Vadodara vide Order Number M.S.R.64/88-89 LAND/VASI/1991 dated 09-10/05/1991 for Non Agriculture Purpose. After getting all the permissions Sankarrao Govindrao Kelkar divided the R.S.N.422 land in different Sub plots and Sub Plot No.2 sod to 1) Mohammed salim Abdulsattar Umarji and 2) Adbulsalam Mohammad Dal vide Sale deed No. 10769/1992. Thereafter Both Names - 1) Mohammed salim Abdulsattar Umarji and 2) Adbulsalam Mohammad Dal entered in Revenue Record vide entry No.2165 and entry was certified by the Revenue Officer.
- F. Mohammed salim Abdulsattar Umarji and Adbulsalam Mohammad Dal obtained construction permission vide Raja Chitthi No.40 dated 29/08/2020 from Vadodara Mahanagar Palika (VMC) for construction of Building or Block consisting 7 floors with 21 residential apartments in it. They also obtained the final layout plan approvals for the Scheme from T.D.O., Vadodara Mahanagar Palika dated 29/08/2020.
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority, Gujarat on _____ and the registration No. _____

- H. By virtue of absolute ownership and possession of the Project, the Promoter has the sole and exclusive right to sell the Residential Apartments of the project constructed upon the said land and to enter into agreement(s) with the allottee(s) and to receive the sale consideration in respect thereof;

- I. The Allottee had applied for allotment of **Apartment NO.**_____ having carpet area admeasuring _____ **SQ. MTRS.** (i.e. **Built Up Area of** _____ **SQ. MTRS** as per approved plans), Balcony area admeasuring _____ Sq. Mtrs on _____ **Floor** in the project known as '**QUBA HEIGHTS**' constructed upon the said land(hereinafter referred to as "**the Apartment**" more particularly describe in **Schedule-A**).The authenticated Floor Plan of the Apartment Layout Plan of the Project are respectively marked as Schedule A & Schedule B to this Deed;
- J. The carpet area of "the apartment" is _____ **sq. mtrs.** In this context and as per RERA Mandate, "carpet area" means the net usable floor area of the "the Apartment" excluding the area covered by the external walls, area under service shafts but includes the area covered by the internal partition walls of the "Apartment".
- K. At the request of the Allottee, the promoter has given inspection to the Allottee of all documents of title relating to the said land and the plans, designs and specification prepared by the promoter's Architect M/S Ambica Consultants Planner and of such other documents as are specified under the Act and Rules and Regulations made there under and the Allottee is satisfied with the same;
- L. The authenticated copies of Title Certificate issued by Solicitor/Advocate of the promoter, Extract of Village form VI,VII,XII and other relevant revenue records showing the nature of the title of the promoter to the said land on which the project is being constructed have also been inspected and the Allottee is satisfied in respect of the same;
- M. The authenticated copied of plan sanctioned/approved by the concern authority, local bodies have also been inspected by the Allottee.
- N. Prior to the execution of this Agreement, the Allottee has paid to the promoter a sum of **Rs.**_____ **/-(Rupees** _____ **only)** (detail of payment is mentioned hereunder of receipt), being part payment of the sale consideration of the "the apartment" agreed to be sold by the promoter to the Allottee as earnest payment or

Application fee, the payment and receipt whereof the Promoter Both hereby admit and acknowledge.

Rs._____/ - (**Rupees** _____ **only**) paid in advance as
an earnest money vide, **RTGS**,
dated-_____drawn on _____
Bank, _____, _____, **Branch** by the
purchaser to the vendor and the vendor
acknowledged the receipt thereof.

Rs. _____/ - (**Rupees** _____ **only**).

And the allottee has agreed to pay to the promoter the balance of the sale consideration in the manner hereinafter appearing in Schedule-C.

- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment] as specified in Schedule-A.

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

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the **Apartment NO.** ____ having carpet area admeasuring ____ **SQ. MTRS.** (i.e. **Built Up Area of** _____ **SQ. MTRS** as per approved plans), and Balcony area admeasuring _____ Sq. Mtrs on _____ **Floor** in the **Block** of the scheme knows as "**QUBA HEIGHTS**" constructed upon the said Land, for consideration of **Rs.**_____/ - (**Rupees** _____ **only**); The Apartment includes the undivided proportionate share of _____ **Sq. Mtrs** in the land of the said scheme;

- 1.2 The Total Price for the Apartment based on the carpet area is Rs. **Rs._____/- (Rupees _____ only)** (hereinafter referred to as the "**Total Price**") being the price of “the Apartment” and proportionate price of the common areas and facilities appurtenant to “the apartment” the nature, extent and description of the common areas and facilities. The break-up of the consideration is an under:

Apartment no:____ Floor:_____ Flat Carpet Area:_____ Sq.mtrs Balcony Carpet Area:_____ Sq.mtrs	Rate of Apartment Rs.____/- (in words Rupees _____lakh)
Total	Rs._____/- (Rupees _____ Only)

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST at the rate as applicable from time to time and as notified by the relevant GST Authority and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment;
- (iii) The total Price above excludes Stamp Duty, Registration Charges ,Solicitor/Advocate Fees and all other government levies taxes and duties will be paid and borne by the allottee and not include in the total price;

- (iv) The total price excludes maintenance deposit, maintenance expenses, UgvcI, VMC, Legal Charges, extra work cost (if any) to be borne by the allottee and not included in the Total Price;
- (v) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (vi) The Total Price of Apartment includes: 1) pro rata share in the Common Areas as provided in this Agreement.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.4 The Allottee has paid a sum of **Rs.**_____/**-(Rupees** _____ **Only)** as booking /earnest amount at the time of application; the payment and receipt of which promoter hereby acknowledge, and the Allottee hereby agrees to pay the remaining price of “the Apartment ” as per the schedule set out in Schedule C (“herein after referred to as “Payment Plan”) and as demanded by the promoter within the time and in the manner specified therein;

1.5 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 Building Use Permission* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. 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 MCLR +2 p.a as specified in the Rules, 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 that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.6 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 962.01 Sq. meters only and the promoter has planned to utilize Floor space index of 875.98 Sq. meters only. The promoter has disclosed the Floor Space Index of 875.98 Sq. Meters as proposed to be utilized by him on the project land in the said project and the allottee has agreed to purchase the said Residential unit (Apartment) based on the proposed construction and sale of the 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.

The Promoter shall not have any claim over additional future F.S.I., Terrace and Common area rights after Building Use Permission has been obtained. Such rights if any will be enclosed by the society of Buyers.

1.7 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Flat/Apartment/Shops,

as the case may be. Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment alongwith allotted car parking/s shall be treated as a single individual unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for

the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely '**QUBA HEIGHTS**' shall not form a part of the declaration to be filed with Gujarat Real Estate Regulatory Authority to be filed in accordance with the The Gujarat Real Estate (Regulation and Development) Rules 2016.

1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Promoter shall complete the Project and obtain Building Use Permission and **hand over the Possession on or before 31-12-2024**, subject to Force Majeure conditions.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee

cheque/demand draft or online payment (as applicable) in favour of '**ZAID ENTERPRISE**' payable at VADODARA.

2. (c). The Allottee has paid on or before execution of this agreement a sum of Rs. _____/-(**Rupees** _____ **Only**) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs.** _____/-(**Rupees** _____ **Only**) in the following manner:-

- i) Amount of Rs. _____/-(**Rupees** _____ **Only**)(not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii) Amount of Rs. _____/-(**Rupees** _____ **Only**)(not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the plinth of the building in which the said Apartment is located.
- iii) Amount of Rs. _____/-(**Rupees** _____ **Only**)(not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podium and stilts of the building in which the said Apartment is located.
- iv) Amount of Rs. _____/-(**Rupees** _____ **Only**) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- vi) Amount of Rs. _____/-(**Rupees** _____ **Only**)(not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces, with waterproofing, of the building or wing in which the said Apartment is located.
- vii) Amount of Rs. _____/-(**Rupees** _____ **Only**)(not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pump, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii) Balance Amount of Rs. _____ / (Rupees _____ **Only**) against and at the time of handing over of the possession of the Apartment to the allottee on or after receipt of occupancy certificate or completion certificate.

Furthermore, it is understood that if the Allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate MCLR+2 p.a as specified in the Rules.

2.2 The Allottee agrees to pay to Promoter, interest at the rate of MCLR+2 % per annum, on all the delayed payment which becomes 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 to the Promoter. Provided however that nothing contained in this clause, shall effect the rights of the promoter to terminate this agreement.

2.3 The promoter shall confirm Firm 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 shall be recalculated upon confirm Firmation by the promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate as may be agreed upon at the time which may be lower or equal to MCLR+2 as provided in rules or circular from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the promoter shall demand additional amount from the allottee as per the next milestone of the payment paln. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2(c) of this Agreement.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES**

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof

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

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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.

5. TIME IS ESSENCE

Time is of 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 [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C (“Payment Plan”)**.

6. **CONSTRUCTION OF THE APARTMENT**

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the The Gujarat Real Estate (Regulation and Development) Rules 2016 and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT**

7.1 **Schedule for possession of the said Apartment** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on **31/03/2026** (**Project end date mentioned in RERA registration certificate**), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the Project is

delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and conProprietor Firms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, 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 Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment 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/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the occupancy certificate* of the Project.

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment 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 Apartment to the allottee. In case the Allottee fails to take possession within the time provided in

clause, such Allottee shall continue to be liable to pay maintenance charges as applicable.

- 7.4 Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

Also

If within a period of five years from date of Building Use Permission, the PURCHASER brings to the notice of the DEVELOPER any structural defect in the Residential Unit or the building in which the Residential Unit is located or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the DEVELOPER at its own cost and in case it is not possible to rectify such defects, then the PURCHASER shall be entitled to receive from the DEVELOPER, compensation equal to cost to cure / rectify such defect. Provided that the DEVELOPER shall not be liable to rectify any defect or for payment of any compensation in the following cases:

- a. If the cause of any such defect is not attributable to the DEVELOPER or are beyond the control of the DEVELOPER; or
- b. In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- c. DEVELOPER shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers or the supplier; or
- d. In case where guarantees and warranties are provided by the third parties, the same shall be extended to the PURCHASER and to honour such warranties and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the

defects liability period and such warranties are covered under the maintenance of the said Residential Unit/building/phase/wing, and if the annual maintenance contracts or applicable licenses are not done/renewed by the PURCHASER/Management Body, the DEVELOPER shall not be responsible for any defects occurring due to the same.;

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

PROVIDED that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

- 7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment(i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified i.e less than or equal to MCLR+2 as provided in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw

from the Project, the Promoter shall pay the Allottee interest at the rate specified i.e less than or equal to MCLR+2 p.a as provided in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment 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 said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Promoter conProprietor Firms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottee;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) If the promoter fails to abide by the time schedule for completing the project and handing over the Apartment 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 as agreed at the time which may be lower or equal to MCLR +2% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the promoter, interest at the rate which is lower or equal to MCLR+2 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.
- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any

notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Flat/Apartment/Apartments, along with interest at the rate specified i.e lower or equal to MCLR+2 as provided in the Rules within forty-five days of receiving the termination notice:

PROVIDED that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the

promoter, interest at the rate specified i.e lower or equal to MCLR+2 as provided in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay i.e lower or equal to MCLR+2 as provided to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond **02** consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest calculated at percentage of MCLR+2 p.a and this Agreement shall thereupon stand terminated.

10. **CONVEYANCE OF THE SAID APARTMENT**

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp

Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

14. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

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

15. **USAGE**

Use and Service Areas: The service areas, as located within Ground Floor and hollow plinth of **‘QUBA HEIGHTS’**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment’s etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottee formed by the Allottee for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any

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

Apartment will not Allow for Business of Tea Stall, Floor Factory (Ghanti), Pan Parlour, Garage and other Objection Flat Member/Association.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

ADDITIONAL CONSTRUCTIONS

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

18. **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 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 Apartment.

19. **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 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any compensation whatsoever.

20. **ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any

and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment, as the case may be.

21. **RIGHT TO AMEND**

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

22. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

23. **WAIVER NOT A LIMITATION TO ENFORCE**

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

23.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24. **SEVERABILITY**

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

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

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

26. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to conProprietor Firm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

27. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the

Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at VADODARA .

28. **NOTICES**

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 at their respective addresses specified below:

Name: _____

Residing at: _____
(Allottee Address)

ZAID ENTERPRISE(Promoter)

Near Khadim Hospital, B/H Rahila Complex, Opp. SBI Bank, Tandalja-Vasna Road,
VADODARA, 390012 (Promoter Address)

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.

29. **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.

30. **SAVINGS**

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to execution and registration of this agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the right and interests of the allottee under the agreement for sale or under the Act or the rules or the regulations made there under.

31. **GOVERNING LAW**

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

32. **DISPUTE RESOLUTION**

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

Court At VADODARA alone shall have jurisdiction to entertain and try all action suits and proceedings arising out of this Agreement.

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.

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER

ZAID ENTERPRISE, a Proprietor Firm through its proprietor :-

(1) Sheikh Nasiruddin Abdulbhai

In The Presence of:-

1. _____

2. _____

-: SCHEDULE- (A):-

(Description of Property)

A. ALL THAT Piece & parcel of immovable property bearing **Apartment No.**_____ admeasuring having carpet area admeasuring _____ **SQ. MTRS.** (i.e. Built Up Area of _____ **SQ. MTRS** as per approved plans) and Balcony area admeasuring _____ Sq. Mtrs on _____ **Floor** in the **Block** along with undivided proportionate share _____ **SQ. MTRS** land in the project known as “QUBA HEIGHTS” situated on piece and parcel of non-agriculture land land being Sub Plot No. 2, bearing **R.S. No. 422, T.P NO.22, FINAL PLOT NO.108 ADMEASURING ABOUT 356.30 SQ. MTRS VARADE LAND 30.037 SQ.MTRS TOTAL 386.337 SQ.MTRS** situated at Mouje – **TANDALJA**, Taluka - **VADODARA** in the District of **VADODARA**, (Hereinafter referred to as “**the Said Land**”). The said land was acquired by the promoter vide sale deed of F.P. 108 on dated 27/07/2020 registered as documents No. 7413 at the office of the concerned Sub-Registrar of VADODARA.

East :- _____

West :- _____

North :- _____

South :- _____

-: SCHEDULE- (B):-
(FLOOR PLAN)

-: SCHEDULE-(C) :-
(Particulars of Payment Consideration)

Received a sum of **Rs.**_____/- (**Rupees** _____ **Only**) as under.

Rs._____/- (**Rupees** _____ **only**) paid in advance as an earnest money vide, _____, dated- _____ drawn on _____ **Bank**, _____ **Branch** by the purchaser to the vendor and the vendor acknowledged the receipt thereof.

Rs. _____/- (**Rupees** _____ **only**).

-: SCHEDULE-(D) :-

(Specification, Amenities, Facilities(which are part of the Apartments))

FLOORING:-

Premium vitrified flooring tiles in all rooms, Tiles up to lintel level in bathrooms and kitchen.

WALLS:-

R.C.C. Frame Structure. Inside mala plaster with wall putty. Outside double coat sand face plaster with acrylic paint

WATER PROFFING:-

In Bathrooms, Toilets and terrace etc. and wherever required.

DOORS & WINDOWS:-

Decorative main door and all other doors are of wooden frame and flush doors with paint. Sliding color anodized aluminum section window .

KITCHEN:-

Granite top platform with S.S.Sink and glazed tiles upto ceiling .

PLUMBING:-

Concealed plumbing with ISI fitting.

ELECTRICAL:-

Concealed electric copper wiring with ISI Modular switches. sufficient eclectic points with MCB provision.

PAINTING:-

Internal wall finished with putty primer and external wall finised with weather proof acrylic paint.

ANNEXURE

Schedule as per Section – 32 (A) of The Registration Act, 1908.

PROMOTER

ZAID ENTERPRISE, a Proprietor Firm through its proprietor :-

Signature

Photograph

Left Hand Thumb

(1) Sheikh Nasiruddin Abdulbhai

ALLOTTEE

Signature

Photograph

Left Hand Thumb
