

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** made at **VADODARA** on this day of, **2017** of **BUNGLOW / TENAMENT / UNIT NO.** situated in the Scheme namely **"PREET TENAMENT"**
BETWEEN

EXECUTOR / FIRST PARTY / VENDOR / LAND OWNER / DEVELOPER / PROMOTER :

NISHABEN KIRANBHAI PATEL (as a proprietor of SHREYANSH CORPORATION) [PAN :] Aged Adult, Occupation Agriculture / Business, Address : (Hereinafter referred to as "The FIRST PARTY" or "VENDOR / LAND OWNER" or "DEVELOPER / PROMOTER" in this agreement and in the meaning of the word the **COMPANY** of **FIRST PARTY** and present and time to time **Directors of Company** and newly admitted **Directors** and their heirs, guardian, successors, Assignees, Administrators, executors etc. all have been included.)

AND

THE EXECUTANT / PURCHASER / SECOND PARTY :

.....,
 Aged years, Occupation, [PAN :]
 residing at
 (Hereinafter referred to as "The Second Party" or "PURCHASER / ALLOTTEE" or "You" in this Agreement for Sale and in the meaning of the word the Second party and / or his / her / their heirs, guardian, successors, Assignees, Executors, Administrators etc. all have been included.)

WHEREAS, the Vendor / LAND OWNER is the owner of an immovable property being piece or parcel of **NON AGRICULTURAL LAND** bearing **Block /Survey No. 37 / A, adm. 10717 Sq. Mt.** land in the moje Village **CHIKHODRA** of Registration District **Vadodara**, Registration Sub-District **Vadodara** of **Gujarat State** or thereabouts more particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as "**THE PROJECT LAND**").

- (1) There is Non Agricultural Subjective Land being **Block /Survey No. 37 / A, adm. 10717-00 Sq. Mt. land** within village moje **CHIKHODRA** of Registration District **Vadodara**, Registration Sub - District **Vadodara** of **Gujarat State** and the said land has been purchased from previous owner Tatod Vinaben Gopalsinh by way of Sale Deed executed before Sub – Registrar, Vadodara vide Reg. Sr. No. 2284, dated 06/05/2017 the said Sale Deed has been got registered in the office of Sub-Registrar, Vadodara and by virtue of said Sale Deed I / second party had become owner of the said property and the said property is running in Revenue Record (6, 7/12, 8-A) in the name of the executor and it has been entered vide Revenue Entry No., dated

..... Thus, the second party became independent and sole ownership, possession and occupation of the said land.

- (2) (A) That the permission to make use of the land bearing **Block / Survey No. 37 / A, adm. 10717-00 Sq. Mt. land** within village moje **CHIKHODRA** of Registration District **Vadodara**, Registration Sub - District **Vadodara** for non-agricultural use has been obtained from the Non-Agriculture Order from the Collector, Vadodara, vide his order No. NA / SR / 179 / 2014-2015, No. Jamin - D / Sec - 65 / Vashi / 516 to 524, dated 28/01/2015.
- (B) Thus, these land of **Block / Survey No. 137 / A** land within village moje **CHIKHODRA, Vadodara** upon construction permission to make construction in Non Agriculture land has been given by VUDA (Vadodara Development Authority vide Permission No. : UDA / Plan – 2 / Permission / 210 / 2017, dated 28/12/2017 and as per the said permission in the land the scheme in the name of “**PREET TENAMENT**” has been organized.

AND WHEREAS, the PROMOTER / DEVELOPER have proposed to construct the project on land ***being Block / Survey No. 37 / A, adm. 6430-20 Sq. Mt. out of total land adm. 10717-00 Sq. Mt. of moje Chikhodra, Vadodara being total 55 – Units and Club House in Common Plot to proposed Construction.***

AND WHEREAS, the ALLOTTEE / PURCHASER is offered a ***BUNGLOW / TENAMENT / UNIT No.***, (herein after referred to as the said “**BUNGLOW / TENAMENT / UNIT**”) in the said “**PREET TENAMENT**” called (herein after referred to as the said “**SCHEME**”) being constructed in the phase of the said project, by the PROMOTER / DEVELOPER.

AND WHEREAS, the Promoter / DEVELOPER has registered the Project under the provisions of the Act with the ***Real Estate Regulatory Authority at No.***

AND WHEREAS, the PROMOTER / DEVELOPER has sole and exclusive right ***to Develop and or to sell*** the ***BUNGLOW / TENAMENT / UNIT*** in the said **SCHEME** to be constructed by the Promoter / DEVELOPER on the project land and to enter into Agreement/s with the Allottee / PURCHASER(s)/s of the ***BUNGLOW / TENAMENT / UNIT*** to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee / PURCHASER, the Promoter / DEVELOPER has given inspection to the Allottee / PURCHASER of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter / DEVELOPER's **ARCHITECTS** : and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made hereunder and the Allottee / PURCHASER if satisfied in respect of the same;

AND WHEREAS, the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter / DEVELOPER, authenticated copies of Property card or extract of **Village Forms VI (6) and VII (7) and XII (12)** or any other relevant **revenue record** showing

the nature of the title of the **PROMOTER / DEVELOPER** to the project land on which the **BUNGLOW / TENAMENT / UNIT** are constructed or are to be constructed have also been inspected by the **ALLOTTEE / PURCHASER** and is satisfied in respect of the same.

AND WHEREAS, the authenticated copies of the plans of the Layout as approved by the concerned Local Authority has been inspected by the **ALLOTTEE / PURCHASER**.

AND WHEREAS, the authenticated copies of the plans of the Layout as proposed by the **PROMOTER / DEVELOPER** and according to which the construction of the **said SCHEME** and open spaces are proposed to be provided for on the said project has also been inspected by the **ALLOTTEE / PURCHASER**.

AND WHEREAS, the authenticated copies of the plans and specifications of the **BUNGLOW / TENAMENT / UNIT** agreed to be purchased by the **ALLOTTEE / PURCHASER** has been annexed and marked as **Annexure – A**.

AND WHEREAS, the **PROMOTER / DEVELOPER** has got some of the *(in the name of land owner / vendor)* approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said **SCHEME/s** and shall obtain the balance approvals from various authorities from time to time, so as to *obtain Completion Certificate or Occupancy Certificate of the said SCHEME time to time*.

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

AND WHEREAS, the **PROMOTER / DEVELOPER** has accordingly commenced construction of the said **SCHEME** in accordance with the said proposed plans.

AND WHEREAS, the **ALLOTTEE / PURCHASER** has applied to the **PROMOTER / DEVELOPER** for allotment of a **BUNGLOW / TENAMENT / UNIT No.** situated in **NON AGRICULTURAL LAND** bearing **Block /Survey No. 37 / A, adm. 10717 Sq. Mt.** land in the moje Village **CHIKHODRA** of Registration District **Vadodara**, Registration Sub-District **Vadodara** of **Gujarat State** as per the approval got and as per approved for construction in Non Agricultural land the scheme in the name of **"PREET TENAMENT"** of the said Project,

AND WHEREAS, the **carpet area** of the said **BUNGLOW / TENAMENT / UNIT No.** is **total Square Meters / Square Feet** and **"CARPET AREA"** means the net usable floor area of a **BUNGLOW / TENAMENT / UNIT**, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the **BUNGLOW / TENAMENT / UNIT**.

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

AND WHEREAS, prior to the execution of these presents the Allottee / PURCHASER has paid to the Promoter / DEVELOPER a **sum / Token Amount** of **Rs..... (Rupees only)**, being part payment of the sale consideration of the BUNGLOW / TENAMENT / UNIT agreed to be sold by the Promoter / DEVELOPER to the Allottee / PURCHASER as advance payment or Application Fee (the payment and receipt whereof the Promoter / DEVELOPER both hereby admit and acknowledge) and the Allottee / PURCHASER has agreed to pay to the Promoter / DEVELOPER the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under Section - 13 of the said Act the PROMOTER / DEVELOPER is required to execute a written Agreement for sale of said **BUNGLOW / TENAMENT / UNIT** with the Allottee / PURCHASER, 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 / DEVELOPER hereby agrees to sell and the Allottee / PURCHASER hereby agrees to purchase the (BUNGLOW / TENAMENT / UNIT) and the garage / covered parking(if applicable).

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

1. The Promoter / DEVELOPER shall construct the said **SCHEME / PROJECT** consisting of **being Block / Survey No. 37 / A, adm. 6430-20 Sq. Mt. out of total land adm. 10717-00 Sq. Mt. of moje Chikhodra, Vadodara being total 55 – Units and Club House in Common Plot to proposed Construction** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter / DEVELOPER shall have to obtain prior consent in writing of the Allottee / PURCHASER in respect of variations or modifications which may adversely affect the BUNGLOW / TENAMENT / UNIT of the Allottee / PURCHASER except any alteration or addition required by any Government authorities or due to change in law.

- 1(a) (i) The Allottee / PURCHASER hereby agrees to purchase from the Promoter / DEVELOPER and the Promoter / DEVELOPER hereby agrees to sell to the Allottee / PURCHASER to **BUNGLOW / TENAMENT / UNIT NO. of carpet area admeasuring sq. meters / sq. feet** in the scheme known as “PREET

TENAMENT". (hereinafter referred to as "**BUNGLOW / TENAMENT / UNIT**") for the **TOTAL consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the SECOND SCHEDULE** annexed herewith. (the price of the BUNGLOW / TENAMENT / UNIT including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1(b) The total aggregate consideration amount for the BUNGLOW / TENAMENT / UNIT mentioned herein above from clause 1 a (i) is thus Rs. /-.

1(c) The Allottee / PURCHASER 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 / DEVELOPER the balance amount of Rs/- (Rupees) shall have to pay by mutually understanding at time of booking of said SCHEDULE property between ALLOTTEE / PURCHASER and PROMOTER / DEVELOPER.

AND / OR in the following manner:-

- i. **20% Amount** to be paid to the PROMOTER / DEVELOPER after the **EXECUTION OF AGREEMENT** : (not exceeding 30% of the total consideration)
- ii. **15% Amount** to be paid to the PROMOTER / DEVELOPER on completion of the **PLINTH** of the said **BUNGLOW / TENAMENT / UNIT** is located : (not exceeding 45% of the total consideration)
- iii. **25% Amount** to be paid to the Promoter / DEVELOPER on completion of the slabs including podiums and stilts of the said **BUNGLOW / TENAMENT / UNIT** is located : (not exceeding 70% of the total consideration)
- iv. **05% Amount** to be paid to the PROMOTER / DEVELOPER on completion of the walls, internal plaster, floorings doors and windows of the said **BUNGLOW / TENAMENT / UNIT** : (not exceeding 75% of the total consideration)
- v. **05 % Amount** to be paid to the Promoter / DEVELOPER on completion of the Sanitary fittings, lobbies etc., up to the floor level of the said **BUNGLOW / TENAMENT / UNIT** : (not exceeding 80% of the total consideration)
- vi. **05 % Amount** to be paid to the Promoter / DEVELOPER on completion of the external plumbing and external and Internal plaster, elevation, terraces with waterproofing, of the said **BUNGLOW / TENAMENT / UNIT** is located : (not exceeding 85% of the total consideration)

- vii. **10 % Amount** to be paid to the PROMOTER / DEVELOPER on completion of the water pumps, electrical fittings, electro, mechanical, paving of areas appertain and all other requirements as may be prescribed in the said **BUNGLOW / TENAMENT / UNIT** : (not exceeding 95% of the total consideration)
 - viii. **05 % Balance Amount** against and at the time of handing over of the possession of the BUNGLOW / TENAMENT / UNIT to the Allottee / PURCHASER on or after receipt of **OCCUPANCY CERTIFICATE OR COMPLETION CERTIFICATE. – 05 %**
- 1(d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter / DEVELOPER by way of **Value Added Tax, Service Tax, GST 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 / DEVELOPER) up to the date of handing over the possession of the [BUNGLOW / TENAMENT / UNIT], ***which shall be separately payable by the ALLOTTEE / PURCHASER in the manner as may be decided by the PROMOTER / DEVELOPER.***
- 1(e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter / DEVELOPER undertakes and agrees that while raising a demand on the Allottee / PURCHASER for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter / DEVELOPER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee / PURCHASER, which shall only be applicable on subsequent payments.
- 1(f) The Promoter / DEVELOPER may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee / PURCHASER by discounting such **early payments @ %** per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee / PURCHASER by the Promoter / DEVELOPER.
- AND / OR**
- shall have to mutually understanding for DISCOUNT as per negotiation at the time of booking of said SCHEDULE property between ALLOTTEE / PURCHASER and PROMOTER / DEVELOPER.***
- 1(g) The PROMOTER / DEVELOPER shall confirm the **FINAL CARPET AREA** that has been allotted to the ALLOTTEE / PURCHASER after the construction of the SCHEME 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 / DEVELOPER. If there is any reduction in the carpet

area within the defined limit then Promoter / DEVELOPER shall refund the excess money paid by ALLOTTEE / PURCHASER within **forty five (45) days with annual interest at the rate of %, from the date when such an excess amount was paid by the Allottee / PURCHASER [and or mutually understanding between Allottee / Purchaser and Promoter / Developer]**. If there is any increase in the carpet area allotted to Allottee / PURCHASER, the Promoter / DEVELOPER shall demand additional amount from the Allottee / PURCHASER as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The Allottee / PURCHASER authorizes the Promoter / DEVELOPER 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 / DEVELOPER may in its sole discretion deem fit and the Allottee / PURCHASER undertakes not to object / demand / direct the Promoter / DEVELOPER to adjust his payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied SCHEME /wing.

- 2.1 The Promoter / DEVELOPER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the BUNGLOW / TENAMENT / UNIT to the Allottee / PURCHASER, obtain from the concerned local authority occupancy and/or completion certificates in respect of the BUNGLOW / TENAMENT / UNIT.
- 2.2 Time is essence for the Promoter / DEVELOPER as well as the Allottee / PURCHASER. The Promoter / DEVELOPER shall abide by the time schedule for completing the project and handing over the [BUNGLOW / TENAMENT / UNIT] to the Allottee / PURCHASER and the common areas to the association of the Allottee / PURCHASERS after receiving the occupancy certificate or the completion certificate or both, as the case may be.

SIMILARLY, the Allottee / PURCHASER 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 / DEVELOPER as provided in **clause 1 (c) herein above. ("PAYMENT PLAN")**.

3. The Promoter / DEVELOPER hereby declares that the **FLOOR SPACE INDEX** available as on date in respect of the project land is **Square Meters** only and PROMOTER / DEVELOPER has planned to utilize Floor Space Index of 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 / DEVELOPER has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project.

- 4.1 If the Promoter / DEVELOPER fails to abide by the time schedule for completing the project and handing over the [BUNGLOW / TENAMENT / UNIT] to the Allottee / PURCHASER, the Promoter / DEVELOPER agrees to pay to the Allottee / PURCHASER, who does not intend to withdraw from the project, **interest at the rate of _____ % per annum [and or mutually understanding between Allottee / Purchaser and Promoter / Developer]**, on all the amounts paid by the Allottee / PURCHASER, for every month of delay, till the handing over of the possession. The Allottee / PURCHASER agrees to pay to the Promoter / DEVELOPER, **interest at the rate of _____% per annum [and or mutually understanding between Allottee / Purchaser and Promoter / Developer]**, on all the delayed payment which become due and payable by the Allottee / PURCHASER to the Promoter / DEVELOPER under the terms of this Agreement from the date the said amount is payable by the Allottee / PURCHASER(s) to the Promoter / DEVELOPER.
- 4.2 Without prejudice to the right of PROMOTER / DEVELOPER to charge interest in terms of sub clause 4.1 above, on the Allottee / PURCHASER committing default in payment on due date of any amount due and payable by the Allottee / PURCHASER to the Promoter / DEVELOPER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee / PURCHASER committing three defaults of payment of installments, the Promoter / DEVELOPER shall at his own option, may terminate this Agreement:

Provided that, Promoter / DEVELOPER shall **give notice of fifteen (15) days** in writing to the Allottee / PURCHASER, by Registered Post AD at the address provided by the Allottee / PURCHASER and mail at the e-mail address provided by the Allottee / PURCHASER, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee / PURCHASER fails to rectify the breach or breaches mentioned by the Promoter / DEVELOPER within the period of notice then at the end of such notice period, Promoter / DEVELOPER shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter / DEVELOPER shall refund to the Allottee / PURCHASER (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter / DEVELOPER) **within a period of thirty (30) days of the termination**, the installments of sale consideration of the BUNGLOW / TENAMENT / UNIT which may till then have been paid by the Allottee / PURCHASER to the Promoter / DEVELOPER.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter / DEVELOPER at his/her/its option in the said SCHEME and the BUNGLOW / TENAMENT / UNIT.

6. The Promoter / DEVELOPER shall give possession of the BUNGLOW / TENAMENT / UNIT to the Allottee / PURCHASER on or ***before day of20..... [and or extension of time for possession depends upon situation as mutually understanding between Allottee / Purchaser and Promoter / Developer]***. If the Promoter / DEVELOPER fails or neglects to give possession of the **BUNGLOW / TENAMENT / UNIT** to the Allottee / PURCHASER on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter / DEVELOPER shall be liable on demand to refund to the Allottee / PURCHASER the amounts already received by him in respect of the BUNGLOW / TENAMENT / UNIT with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter / DEVELOPER received the sum till the date the amounts and interest thereon is repaid.

AND / OR

shall have to give possession mutually understanding at the time of booking of said SCHEDULE property between ALLOTTEE / PURCHASER and PROMOTER / DEVELOPER.

Provided that the Promoter / DEVELOPER shall be entitled to reasonable extension of time for giving delivery of BUNGLOW / TENAMENT / UNIT on the aforesaid date, if the completion of SCHEME in which the BUNGLOW / TENAMENT / UNIT is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) or mutually understanding between promoter / Developer and Allottee / Purchaser.

- 7.1 **PROCEDURE FOR TAKING POSSESSION : *The Promoter / DEVELOPER, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [BUNGLOW / TENAMENT / UNIT], to the Allottee / PURCHASER in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter / DEVELOPER shall give possession of the [BUNGLOW / TENAMENT / UNIT] to the Allottee / PURCHASER.*** The Promoter / DEVELOPER agrees and undertakes to indemnify the Allottee / PURCHASER in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter / DEVELOPER. The Allottee / PURCHASER agree(s) to pay the maintenance charges as determined by the Promoter / DEVELOPER or association of Allottee / PURCHASERS, as the case may be. ***The Promoter / DEVELOPER on its behalf shall offer the possession to the Allottee / PURCHASER in writing within 7 - days of receiving the occupancy certificate of the Project.***

- 7.2 The Allottee / PURCHASER shall take possession of the BUNGLOW / TENAMENT / UNIT within 15 - days of the written notice from the promoter to the Allottee / PURCHASER intimating that the said BUNGLOW / TENAMENT / UNIT is ready for use and occupancy:
- 7.3 **FAILURE OF ALLOTTEE / PURCHASER TO TAKE POSSESSION OF [BUNGLOW / TENAMENT / UNIT]** : Upon receiving a written intimation from the Promoter / DEVELOPER as per clause 7.1, the Allottee / PURCHASER shall take possession of the [BUNGLOW / TENAMENT / UNIT] from the Promoter / DEVELOPER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter / DEVELOPER shall give possession of the [BUNGLOW / TENAMENT / UNIT] to the Allottee / PURCHASER. In case the Allottee / PURCHASER fails to take possession within the time provided in clause 7.1 such Allottee / PURCHASER shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the BUNGLOW / TENAMENT / UNIT to the Allottee / PURCHASER, the Allottee / PURCHASER brings to the notice of the Promoter / DEVELOPER any structural defect in the BUNGLOW / TENAMENT / UNIT or the SCHEME in which the BUNGLOW / TENAMENT / UNIT are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter / DEVELOPER at his own cost and in case it is not possible to rectify such defects, then the Allottee / PURCHASER shall be entitled to receive from the Promoter / DEVELOPER, compensation for such defect in the manner as provided under the Act. Provided that the Promoter / DEVELOPER shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Promoter / DEVELOPER or beyond the control of the Promoter / DEVELOPER.
8. The Allottee / PURCHASER shall use the BUNGLOW / TENAMENT / UNIT or any part thereof or permit the same to be used only for purpose of **RESIDENCE**.
9. The Allottee / PURCHASER along with other Allottee / PURCHASER(s)s of BUNGLOW / TENAMENT / UNITS in the SCHEME shall join in forming and registering the Society or Association to be known by such name as the Promoter / DEVELOPER 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 and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter / DEVELOPER within seven days of the same being forwarded by the Promoter / DEVELOPER to the Allottee / PURCHASER, so as to enable the Promoter / DEVELOPER to register the common organisation of Allottee / PURCHASER. No objection shall be taken by the Allottee / PURCHASER if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required

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

- 9.1 Within 15 days after notice in writing is given by the Promoter / DEVELOPER to the Allottee / PURCHASER that the BUNGLOW / TENAMENT / UNIT is ready for use and occupancy, the Allottee / PURCHASER shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the BUNGLOW / TENAMENT / UNIT of outgoings in respect of the project land and SCHEME namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and SCHEME. Until the Society is formed, the Allottee / PURCHASER shall pay to the Promoter / DEVELOPER such proportionate share of outgoings as may be determined. **The ALLOTTEE / PURCHASER further agrees that WHAT EVER LIFE TIME MAINTENANCE AMOUNT shall pay to the PROMOTER / DEVELOPER of which ever decided at that particular relevant of time in future by said proposed society association and or PROMOTER / DEVELOPER** towards the outgoings. The amounts so paid by the Allottee / PURCHASER to the Promoter / DEVELOPER shall not carry any interest and remain with the Promoter / DEVELOPER until the same is transferred to the society or the association or the limited company as aforesaid.
10. Over and above the amounts mentioned in the agreement to be paid by the Allottee / PURCHASER, the Allottee / PURCHASER shall on or before delivery of possession of the said premises shall pay to the Promoter / DEVELOPER such proportionate share of the outgoings as may be determined by the Promoter / DEVELOPER and which are not covered in any other provisions of this agreement.
11. The Allottee / PURCHASER shall pay to the PROMOTER / DEVELOPER ***and or proposed Society Association provisional monthly contribution of which ever decided at that particular relevant of time in future by said proposed society association*** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter / DEVELOPER in connection with formation of the said Society, or Apex Body 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 of the structure of the SCHEME, the Allottee / PURCHASER shall pay to the Promoter / DEVELOPER, the Allottee / Purchaser shall pay the stamp duty and registration charges payable.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER / DEVELOPER :

The PROMOTER / DEVELOPER hereby represent and warrants to the Allottee / PURCHASER as follows :

- i. The **Promoter / DEVELOPER declared that Vendor / First Party / Land owner** has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter / DEVELOPER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those *if* disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those *if* disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said SCHEME 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 SCHEME shall be obtained by following due process of law and the Promoter / DEVELOPER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, SCHEME and common areas;
- vi. The PROMOTER / DEVELOPER 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 / PURCHASER created herein, may prejudicially be affected;
- vii. The PROMOTER / DEVELOPER *as well as land owner / Vendor* has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [BUNGLOW / TENAMENT / UNIT] which will, in any manner, affect the rights of ALLOTTEE / PURCHASER under this Agreement;
- viii. The Promoter / DEVELOPER confirms that the Promoter / DEVELOPER is not restricted in any manner whatsoever from selling the said [BUNGLOW / TENAMENT / UNIT] to the Allottee / PURCHASER in the manner contemplated in this Agreement;
- ix. At the time of execution of the society handover agreement of the structure to the association of ALLOTTEE / PURCHASERS the PROMOTER / DEVELOPER **shall handover lawful, vacant, peaceful, physical possession of the "SCHEDULE" property of the ALLOTTEE / PURCHASERS;**

- x. The PROMOTER / DEVELOPER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter / DEVELOPER in respect of the project land and/or the Project except those *if* disclosed in the title report.
 - xii. The property sold to you is situated in the scheme “**PREET TENAMENT**” and owners of units of dead-end plots have rights to use dead-end land as ownership rights. So that other members of the said scheme shall not have to raise any objection or dispute at present or in future, for owner’s of dead-end unit members. Further the organizer only has rights to make any change in approve map if they need, and in that type of change members of the scheme have no rights to create dispute. And brochure/pamphlet prepared and given for the advertisement of the scheme are prepared only for the purpose of elevation show, the Purchaser/s shall not be entitled to insist upon such construction or show and the changes made or proposed by the organizers of the scheme for the required facilities/amenities shall have to be accepted/confirmed by the purchasers of the scheme. In that regard, any of the unit purchasers shall not have to raise any objection or dispute at present or in future. With such clarification and clear cut condition, the present Agreement for Sale is written.
14. The Allottee / PURCHASER/s or himself / themselves with intention to bring all persons into whosoever hands the BUNGLOW / TENAMENT / UNIT may come, hereby covenants with the Promoter / DEVELOPER as follows :-
- I. To maintain the BUNGLOW / TENAMENT / UNIT at the Allottee / PURCHASER's own cost in good and tenantable repair and condition from the date that of possession of the BUNGLOW / TENAMENT / UNIT is taken and shall not do or suffer to be done anything in or to the SCHEME in which the BUNGLOW / TENAMENT / UNIT is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the SCHEME in which the BUNGLOW / TENAMENT / UNIT is situated and the BUNGLOW / TENAMENT / UNIT itself or any part thereof without the consent of the local authorities, if required.
 - II. 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 SCHEME in which the BUNGLOW / TENAMENT / UNIT is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- III. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said BUNGLOW / TENAMENT / UNIT in the compound or any portion of the project land and the SCHEME in which the BUNGLOW / TENAMENT / UNIT is situated.
- IV. Pay to the Promoter / DEVELOPER within **fifteen (15) days** of demand by the PROMOTER / DEVELOPER, his share of security **DEPOSIT DEMANDED** by the concerned local authority or Government or ***giving water, electricity or any other service connection*** to the SCHEME in which the BUNGLOW / TENAMENT / UNIT is situated.
- V. 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 BUNGLOW / TENAMENT / UNIT by the Allottee / PURCHASER for any purposes other than for purpose for which it is sold.
- VI. The Allottee / PURCHASER shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the BUNGLOW / TENAMENT / UNIT until all the dues payable by the Allottee / PURCHASER to the Promoter / DEVELOPER under this Agreement are fully paid up.
- VII. The Allottee / PURCHASER 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 SCHEME and the BUNGLOW / TENAMENT / UNITS therein and for the observance and performance of the SCHEME Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee / PURCHASER 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 BUNGLOW / TENAMENT / UNIT in the SCHEME and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- VIII. The Allottee / PURCHASER shall permit the Promoter / DEVELOPER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said SCHEMES or any part thereof to view and examine the state and condition thereof.
- IX. The Allottee / PURCHASER shall permit the PROMOTER / DEVELOPER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The PROMOTER / DEVELOPER shall maintain a separate account in respect of sums received by the Promoter / DEVELOPER from the ALLOTTEE / PURCHASER as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said BUNGLOW / TENAMENT / UNIT or of the said Plot and SCHEME or any part thereof. The Allottee / PURCHASER shall have no claim save and except in respect of the BUNGLOW / TENAMENT / UNIT 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 / DEVELOPER until the same is transferred as hereinbefore mentioned.
17. **PROMOTER / DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE.**

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

18. BINDING EFFECT :

Forwarding this Agreement to the Allottee / PURCHASER by the Promoter / DEVELOPER does not create a binding obligation on the part of the Promoter / DEVELOPER or the Allottee / PURCHASER until, firstly, the Allottee / PURCHASER 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 / PURCHASER and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter / DEVELOPER. If the Allottee / PURCHASER(s) fails to execute and deliver to the Promoter / DEVELOPER this Agreement within 30 (thirty) days from the date of its receipt by the Allottee / PURCHASER and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter / DEVELOPER, then the Promoter / DEVELOPER shall serve a notice to the Allottee / PURCHASER for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee / PURCHASER, ***application of the ALLOTTEE / PURCHASER shall be treated as CANCELLED and all sums deposited by the ALLOTTEE / PURCHASER in connection therewith including the booking amount shall be RETURNED [AFTER DEDUCTION OF CANCELLATION AMOUNT] to the ALLOTTEE / PURCHASER without any interest or compensation whatsoever.***

19. ENTIRE AGREEMENT :

This Agreement, along with its schedules and annexure, 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 BUNGLOW / TENAMENT / UNIT/SCHEME, as the case may be.

20. RIGHT TO AMEND :

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / PURCHASER/ SUBSEQUENT ALLOTTEE / PURCHASERS :

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 Allottee / PURCHASERS of the [BUNGLOW / TENAMENT / UNIT], in case of a transfer, as the said obligations go along with the [BUNGLOW / TENAMENT / UNIT] for all intents and purposes.

22. SEVERABILITY :

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

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

Wherever in this Agreement it is stipulated that the Allottee / PURCHASER has to make any payment, in common with other Allottee / PURCHASER(s) in Project, the same shall be in proportion to the carpet area of the [BUNGLOW / TENAMENT / UNIT] to the total carpet area of all the [BUNGLOW / TENAMENT / UNITS] in the Project.

24. FURTHER ASSURANCES :

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or

perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION :

The execution of this Agreement shall be complete only upon its execution by the PROMOTER / DEVELOPER through its authorized signatory at the Promoter / DEVELOPER’s Office, or at some other place, which may be mutually agreed between the Promoter / DEVELOPER and the Allottee / PURCHASER, in after the Agreement is duly executed by the Allottee / PURCHASER and the Promoter / DEVELOPER or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar **VADODARA AND OR Notarized with Notary Public at VADODARA.** Hence this Agreement shall be deemed to have been executed at **VADODARA.**

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

NAME OF ALLOTTEE / PURCHASER :

.....
.....
(ALLOTTEE / PURCHASER’s Address)

PROMOTER / DEVELOPER NAME :

NISHABEN KIRANBHAI PATEL,
(as a proprietor of SHREYANSH CORPORATION)
Address :

It shall be the duty of the Allottee / PURCHASER and the Promoter / DEVELOPER 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 / DEVELOPER or the Allottee / PURCHASER, as the case may be.

28. JOINT ALLOTTEE / PURCHASERS :

That in case there are Joint Allottee / PURCHASERs all communications shall be sent by the PROMOTER / DEVELOPER to the ALLOTTEE / 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 Allottee / PURCHASERs.

29. STAMP DUTY AND REGISTRATION : The charges towards stamp duty and Registration AND Advocate Fees including out of pocket expenses of this Agreement or time of Conveyance / Sale Deed shall be borne by the ALLOTTEE / PURCHASER.

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

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 and the courts will have the jurisdiction for this Agreement

FIRST SCHEDULE Above Referred to Description of the freehold land and all other details.

SECOND SCHEDULE Above Referred to heir set out the nature, extent and description of common areas and facilities.

Note – Execution clauses to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE – “A”

(Description of property given in sale)

There is **NON - AGRICULTURAL LAND** being **Block /Survey No. 37 / A, adm. 10717-00 Sq. Mt. land** situated in moje village **CHIKHODRA** of Registration District **Vadodara**, Registration Sub-District **Vadodara** of **Gujarat State** and for the construction as per approved map and as per approved Lay out the scheme in the name of “.....” has been organized and there is **BUNGLOW / TENAMENT / UNIT NO.** having **Plot Area : Sq. Mtr** and area of **undivided common road and common plot land is Sq. Mtr totalling to Area : Sq. Mtr** and having **total Carpet Area adm. Sq. Mt. [Built Up Area adm. Sq. Mt.]**. has been decided to be sold to you.

Four boundaries of the property mentioned above are as under :

East :
West :

North :
South :

SCHEDULE – “B”
FLOOR PLAN OF THE BUNGLOW / TENAMENT / UNIT AS PER APPROVED MAP

TYPE – A1		
GROUND FLOOR PLAN		FIRST FLOOR PLAN
1.		1.
2.		2.
3.		3.

ANNEXURE – “C”

(Authenticated copies of the plans and specifications of the BUNGLOW / TENAMENT / UNIT agreed to be purchased by the Allottee / PURCHASER as approved by the concerned local authority)

=== AS PER APPROVED MAP ===

ANNEXURE – D

RERA Certificate No.

ANNEXURE – E

(Specification and amenities for the BUNGLOW / TENAMENT / UNIT as per Browser)

Value Additions & Leisure Amenities		Specifications
•		
•		
•		
•		
•		

Received of and from the ALLOTTEE / PURCHASER above named the *sum / Token Amount* mentioned above in agreement on execution of this agreement towards Earnest Money Deposit or application fee I say received.

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

EXECUTOR / FIRST PARTY / VENDOR / LAND OWNER / DEVELOPER / PROMOTER :

NISHABEN KIRANBHAI PATEL
(as a proprietor of SHREYANSH CORPORATION)

THE EXECUTANT / PURCHASER / SECOND PARTY :

.....