

: SHREE :

A G R E E M E N T T O S A L E

AGREEMENT OF FLAT No. _____ ON _____ Floor SITUATED IN THE BUILDING CALLED Tower____. (hereinafter referred to as "said units")

This Agreement made at Vadodara on _____ in the Year 2021 between.

Samanvay Homes, a Partnership Firm, having PAN: AEDFS4079N having its Head Office Opp. C.M.Patel Farm, Near D.P.S School, Besides Vicenza Highdeck, Kalali, Vadodara, Gujarat-390012 and on behalf of the said Partnership Firm, its Managing Partner, Mr. ANKUR ATISH PAREKH, Hindu Inhabitant, Aged about 33 Years, Occupation Business, (hereinafter referred to as "the Promoter") of the FIRST PART.

AND

Mr. _____ Aged _____ Years Occupation _____, Residing at _____, Having PAN: _____, Having AADHAR No : _____

herein after referred to as " the Allottee" of the SECOND PART.

AND

- 1) Mr. Prajapati Hashmukhbhai Ramanbahi, aged about Adult Years, occupation Business & Farmer, having PAN: ACPPP 2632 N, residing at Satyanarayan, Near Nutan Maheshwar Society, New IPCL Road, Subhanpura, Vadodara.
- 2) Mrs. Prajapati Nilkamalben Hashmukhbhai, aged Adult, having PAN: AGRPP 8608 E, residing at Satyanarayan, Near Nutan Maheshwar Society, New IPCL Road, Subhanpura, Vadodara.

Who will be hereinafter, in this Agreement to Sale referred to as the Land Owner or We, which expression mean and include, the Land Owner/s themselves, their legal heirs, successors, assignees, executors, administrators, partner/s etc. of the THIRD PART

WHEREAS by virtue of Development Agreement dated 18TH day of June, 2021 executed between Mr. Prajapati Hashmukhbhai Ramanbahi & 2) Mrs. Prajapati Nilkamalben Hashmukhbhai, (hereinafter referred to as "the Original Owner") and the Promoter. (hereinafter referred to as "The Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of Non- Agricultural - Freehold land of Moje Village Ankodia , the land bearing Block No.602/1 & 602/2 F.P No 125 of T.P Scheme No 1 of Gorwa-Ankodia admeasuring 2488 Sq. Meters, in the Registration District & Sub-District of Vadodara, therein hereunder written (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement;

AND WHEREAS the Promoters are entitled and enjoined upon to construct Buildings on the Project Land;

AND WHEREAS the Promoter has proposed to construct on the project land the Residential Scheme namely "SAMANVAY NORTH PARK", containing totally Two (02) Towers, along with Basement Parking, on the Project land in accordance with the plans, designs and specifications as approved by the concerned Local Authority from time-to- time.

AND WHEREAS the Allottee is offered the said Unit bearing **Number** _____ on the _____ **Floor**, in the **Tower** _____ being constructed in the said Project, by the Promoter.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority vide No. ____; the Copy is attached in Annexure-B.

AND WHEREAS by virtue of the Development Agreement the Promoter has sole and exclusive right to sell the said Unit in the said building to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee(s)/s of the said Unit to receive the sale consideration in respect thereof;

AND WHEREAS, on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of Title relating to the Project land and the Plans, Designs and Specifications prepared by the Promoter's Architects **Nirmal Shah** Architect 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 there under and the Allottee is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Attorney at Law or Advocate of the Promoter, authenticated copies of Property Card or extracts of Village Form Nos. VI and VII and XII or any other relevant Revenue Record showings the nature of the Title of the Promoter to the project land on which the said Unit are constructed or are to be constructed have also been inspected by the Allottee 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.

AND WHEREAS the authenticated copies of the Plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided on the said project has also been inspected by the Allottee.

AND WHEREAS the authenticated copies of the plans and specifications of the said Unit agreed to be purchased by the Allottee has been annexed and marked as Annexure-A.

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

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

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for Allotment of an said **Unit No** _____ on _____ **Floor** situated in **Tower** _____ being constructed in the said Project.

AND WHEREAS the Rera **Carpet area** of the said Unit is _____ Sq.mt and "carpet area" means the net usable floor area of an said 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 said Unit.

And for the above mentioned unit Proportionate **Undivided portion of land** from F.P No 125 is _____ Sq. Mtr.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a Sum of Rs. _____/- (Rupees _____ Only) being part payment of the sale consideration of the said Unit agreed to be sold by the Promoter to the Allottee as advance payment Or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the Sale Consideration in the manner hereinafter appearing.

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

In accordance with the Terms and Conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN

THE PARTIES HERETO AS FOLLOWS: -

1(a)(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee said **Unit No.** _____ having RERA **Carpet Area** admeasuring _____ Sq.mt on 6th Floor in the **Tower** _____ (hereinafter referred to as "the said Unit") for the consideration of Rs. _____/- (Rupees _____ Only) including 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. Applicable GST to be paid by the Allottee for Consideration amount.

(ii) The Allottee hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the allottee **Balcony-1** having area admeasuring _____ Sq.Mtr, **Balcony-2** having area admeasuring _____ Sq.Mtr, **Wash Area Balcony** having area admeasuring _____ Sq.Mtr, having area admeasuring _____ Sq.Mtr, & **Terrace** having Area admeasuring _____ Sq.Mtr, which is forming part of the said Unit for the lump-sum consideration which is included in the total consideration as mentioned in aforesaid point No. 1 (a) (i).

(iii) The Allottee hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the Allottee **parking space bearing No.** _____ situated at _____ level being constructed in the layout.

1(b) The Basic consideration amount for the Said Unit mentioned herein above from clause 1 a (i) to (iii) is thus Rs. _____/- (Rupees _____ Only) (which is exclusive of G.S.T.) GST will be charged as per actual rates as levied by State and Central Government.

1(c) Booking Date of said Unit is _____ and The Allottee has paid on or before the execution of this agreement a sum of Rs. _____/- (Rupees _____ Only).

As advance payment of the application fee as mentioned in the table below,

CHEQUE NO	DATE	BANK NAME	AMOUNT
TOTAL			

Allottee, Hereby agrees to pay to that Promoter the balance 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 Basement Slab of the building or wing 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 each slabs including podiums and stilts of the building or wing 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 walls, internal plaster, floorings, doors and windows of the said apartment.

v. Amount of Rs. _____/-(Rupees _____ Only)
(not exceeding 80% of the total consideration) to be paid to the Promoter on completion of sanitary fittings, staircase, lift wells, lobbies upto the floor level 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 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 lifts, water pumps, 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.

Applicable GST to be paid by allottee for the amount mentioned in 1(a) (i) & 1B.

1(d) The Basic price as stated above excludes Goods & Service Tax as Applicable. Any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter, up to the date of obtaining the completion certificate of the said Unit,

which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.

1(e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 0 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) 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 completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variable cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit 3%, then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of 3%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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

2.2 Time is essential for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Unit 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 instalment and other dues payable by him/her and meeting the other obligations under the Agreement, subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3.A) The Promoter hereby declares that the FSI available as on date in respect of the Project Land is 4478.40 Square Meters (B) The FSI plus Premium FSI available as on date in respect to Project Land is 6717.60 Square Meters (C) out of which we have planned to utilize including 6717.54 Square Meters by FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Unit based on the proposed construction and sale of said Unit to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 6 % per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest at the rate of 6 % per annum, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter

4.2 Without prejudice to the right of promoter to charge interest in terms of Sub-Clause-4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing any default of payment of instalment, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of seven days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and/or mail at the e- mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) at the time of allotment of said Unit to the new Customer and after receiving the payment from new Customer instalments of sale consideration of the said Unit which may till then have been paid by the Allottee to the Promoter.

4.3 In Case of cancellation, cancellation amount of Rs 25,000/- (Rupees Twenty Five Thousand Only) will be bear by allottee / Purchaser for documentation and drafting. In addition, if there is any modification done; modification and reinstatement of modification charges will be bear by allottee/purchaser and will be consider in cancellation charges. Refund for the cancelled unit will only be processed after same unit been booked again.

5 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter at his/her/its option in the said building and the said Unit as are set out in Annexure 'C', annexed hereto.

6 The Promoter shall give possession for Internal Fit-Out of the said Unit to the Allottee on or before 31/12/2024 of the date of execution of this Agreement to Sale. If the Promoter fails or neglects to give possession of the said Unit to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Unit with interest at the same rate (6%) as mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to a reasonable extension of time for giving delivery of said Unit on the aforesaid date, if the completion of building in which the said Unit is to be situated is delayed on

account of-

- (i) War, Civil Commotion or Act of God;
- (ii) Any Notice, Order, Rule, Notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking Possession - The Promoter, upon obtaining the completion / occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Unit, to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the completion/occupancy certificate of the Project and the Allottee shall must pay the balance final amount in favor of the Promoter within 7 working days of receipt of such Notice.

7.2 The Allottee shall take possession of the said Unit within 15 days of the written notice from the promoter to the Allottee intimating that the said Unit are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of said Unit: Upon receiving a written intimation from the Promoter as per clause 7.1 & 7.2, the Allottee shall take possession of the said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Unit to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 7.1 & 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 The Promoter will not deposit the Interest Free Maintenance Deposit collected from Allottees in separate Bank Account. The Promoter will maintain the accounting for same. The Promoter will start incurring and paying expenses towards society maintenance after 20% of possession is fulfilled. The Promoter shall handover the interest free maintenance deposit to the association or society after deducting such expenses used towards the maintenance of the society before the formation of the association. I/We Allottee/s agree that the promoter is not liable to give interest on maintenance deposit given to the promoter. Thus, the fund handed over to the society by the promoter will be net amount derived as the total amount collected from Allottees less expenditure incurred and paid by Promoter to maintain the community till members of the society takes handover of the Society Association.

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

7.6 Further it is agreed by both parties that promoter shall not deposit the maintenance charges for the unsold units and binding to that condition only you the party of the second part has purchased the property as described in the schedule and thereafter in future you the party

of the second part will not arise or create any objection for the same, individually or together with the other owners of the said project.

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

7.8 The Allottee shall refer electrical and plumbing drawings to carry out any physical modification or repairing work in bathrooms. If any damage is done to electrical and plumbing line during any work in bathrooms it is sole responsibility of the allottee. You the allottee shall not dump garbage, sanitary pads, condoms, vegetable waste, or any other item which can block drainage lines given in kitchen and bathroom. If drainage lines are blocked due to above mentioned reasons it is sole responsibility of you the party of the second part to pay for expenses related to repair and refitting blocked drainage lines.

Not to demolish or cause to be demolished the unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the apartment is situated and shall keep the portion, sewers, drains and pipes in the unit and the appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the tower in which the unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the unit without the prior written permission of the promotor or the society associations.

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

9. Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Unit) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges,

insurance, common lights, repairs and salaries of clerks bill collectors, securities, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter such proportionate share of outgoings as Rs.1/- per Sq. Ft of the total Carpet Area. The Allottee agrees(s) to pay the interest free maintenance charges as Rs. 1,052/- (One Thousand Fifty Two Only) per month to association of Allottees after Sale Deed.

10. Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before possession of the said premises shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.

11. The Allottee shall pay to the Promoter a sum of Rs. _____/- (Rupees _____ Only) before execution of agreement to sale for meeting all legal costs, charges and expenses,

including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease. Moreover, The Cost of transformer and deposit payable to MGVCCL and all deposits pertaining to Vadodara Mahanagar Sevasadan for obtaining completion certificate, occupation certificate, drainage and for a light connection meter deposit, etc. will be paid by the Purchaser separately, for which the purchaser has to pay the lumpsum payment of Rs. _____/- (Rupees _____ Only) as Development Charges. For which purchaser will not demand for any accounts and agreed that, the developer won't be liable to give a detailed ledger for same and will not raise a dispute in future for the same. Allottee shall pay Rs. _____/- (Rupees _____ Only) as an interest free Maintenance Deposit to the promoter.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

i. The Promoter has a clear and marketable title with respect to the project land; as declared in the title report and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out

development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to

the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other

agreement / arrangement with any person or party with respect to the project land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter

shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. With respect to the said project to the competent Authorities; The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable, only till receipt of Completion Certificate from Competent Authority,

xi. That, prior to procure/obtain the Completion Certificate from Vadodara Mahanagar Palika, as per prevailing provisions of Law, the Property Tax for the period of One (1) Year for the subject Immovable Property is to be deposited / paid by the Party of the First Part / Allottee, in Vadodara Mahanagar Palika. Thus, it is the responsibility of the Allottee to pay that amount in Vadodara Mahanagar Palika and submit the receipt of the same to the promoter within 7 days.

xii. No notice from the Government or any other Local Body or Authority or any Legislative Enactment, Government Ordinance, Order, Notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project

except those disclosed in the Title Report.

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

i. To maintain the said Unit at the Allottee's own cost in good and tenantable repair and condition from the date of possession of the said Unit is taken and shall not do or suffer to be done anything in or to the building in which the said Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Unit is situated and the Flat/Unit itself

or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Unit is situated or storing of goods which are objected by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Unit is situated, including entrances of the building in which the said Unit is situated and in case any damage is caused to the building in which the said Unit is situated or the said Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the said

Unit is situated or the said Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Unit is situated and shall keep the portion, sewers, drains and pipes in the said Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Unit without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which the said Unit is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of payment, demanded by

the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Unit is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Unit by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Unit therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. Moreso, it is expressly agreed by the Purchaser that, if there is any delay on account of procedure or administration of the Vadodara Mahanagar SevaSadan and/or any other concerned competent authority, the Party of the First Part & Party of the Third Part shall

not be responsible to get water, electricity and drainage connection to the unit as they are only facilitator. These obligations are beyond the scope of Party of the First Part & Party of the Third Part.

xi. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. It is explicitly agreed between Promoter, and allottee, that the Promoter, reserves the right to identify the open and/or covered spaces in project layout without disturbing the space of common amenities as 'Reserve Parking Space' and sell and/or allot such parking space to other allottees with the sole discretion of the Promoter. Allottee/s of said unit, and/or association of allottees shall not create any dispute regarding such 'Reserved Parking Space' and their allotment.

15. Nothing contained in this Agreement is intended to be, nor shall be construed as a grant, demise or assignment in law, of the said Unit or/and Building/s or any part thereof. The Allottee shall have no claim save and except in respect of the said 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 until the same is transferred as hereinbefore mentioned.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

17. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

18. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/building, as the case may be.

19. RIGHT TO AMEND:

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES:

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

21. 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.

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

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

23. 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.

24. PLACE OF EXECUTION:

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

25. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of the lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

26. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

NAME OF ALLOTTEE : Mr. _____

(Allottee's Address) :

Notified Email ID :

PROMOTER NAME : Samanvay Homes

Promoter Address : SAMANVAY NORTH PARK, Opp. C.M. Patel Farm, Near D.P.S School, Besides Vicenza Highdeck, Kalali, Vadodara, Gujarat-390012

E-mail ID : info@samanvayrealty.net

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 at 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.

27. 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 Allottee's.

28. STAMP DUTY AND REGISTRATION:

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

29. DISPUTE RESOLUTION:

Any dispute between the 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, there under.

30. GOVERNING LAW:

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

31. LOAN APPROVALS & DISBURSMENTS:

I/We Allottee/s are sole responsible for loan approvals against the said units and not the Promoter. It is sole responsibility of Allottee/s for disbursements and part disbursements from bank loans of the said unit as per construction stage, if in case of late payments Promoters will charge interest @ 12 percent per annum on the required amount as per stage.

32. DEVELOPMENT RESPONSIBILITY:

The Promoter has lawful rights and requisite approvals from the competent authority to carry out the development of the project and will be solely responsible for the development, construction, and sale of the said project. Party of the THIRD PART will not be responsible for the development, construction, and sales of the said project.

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.

FIRST SCHEDULE

Above Referred to Description of the freehold/leasehold land and all other details.

In the Registration District & Sub-District Vadodara, at Moje Village Ankodia, the Non-Agricultural Land bearing Block No 602/1 & 602/2, Final Plot No 125 of Gorwa-Ankodia T.P Scheme No 1 admeasuring 2488 sq. meters.

The boundaries of the above mentioned land/s is as follows:

East: Gorwa-Ankodia T.P 1 F.P 79

West: Gorwa-Ankodia T.P 1 F.P 126/2

North: Gorwa-Ankodia T.P 1, 12 Meter T.P Road

South: Gorwa-Ankodia T.P 1, 24 Meter T.P Road

The Promoter has organized the Commercial-Residential Scheme namely "SAMANVAY NORTH PARK" in respect of the aforesaid lands.

SECOND SCHEDULE

Residential Scheme named "**SAMANVAY NORTH PARK**" Unit No. ____ on the ____ Floor in the **Tower** __. Rera **Carpet Area** of the said unit is ____ and **Proportionate Undivided Land** is ____ Sq.Mtr, **Balcony-1** having area admeasuring ____ Sq.Mtr, **Balcony-2** having area admeasuring ____ Sq.Mtr, **Wash Area** Balcony having area admeasuring ____ sq.mt, & **Terrace** Area admeasuring ____ Sq.Mtr.

We the Promoters have provided / given two exclusive Entry/Exit only for the Residential Unit Owners i.e., 6 Meters Entry/Exit from 12.00 & 18 Meters T.P. Road.

AMENITIES

- Indoor Game Room
- Children play area
- Jogging Track
- Temple
- Multipurpose Hall
- Multipurpose Court
- Gymnasium
- Senior Citizen Garden

SIGNED AND DELIVERED BY THE WITHIN NAMED LAND OWNER: THIRD PART

Prajapati Hasmukhbhai Ramanbhai

Prajapati Nilkamalben Hasmukhbhai

WITNESSES:

Name :

Signature :

Name :

Signature :

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter: Samanvay Homes Party of FIRST PART

Samanvay Homes Authorized Signatory

WITNESSES:

Name :

Signature :

Name :

Signature :

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

SCHEDULE "A"

The property being **Unit No.** _____ on the _____ **Floor** of Building called **Tower** _____ in the "SAMANVAY NORTH PARK", situated at Ankodia, Vadodara. The Boundary of the said Immovable Property are as under:

Towards East :

Towards West:

Towards North:

Towards South:

The above mentioned Unit is allotted Parking No _____ situated at _____ as Opted and confirmed by the allottee.

SCHEDULE „B“

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

ANNEXURE -A

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

ANNEXURE –B

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

ANNEXURE –C

SPECIFICATIONS

STRUCTURE

- Earthquake resistant RCC Frame Structure.

FLOORING

- High Quality Vitrified tiles.

ELECTRICAL

- Concealed copper wiring as per ISI standard.
- Switches of reputed brand as per ISI standard.

BATHROOMS

- Designer bathrooms with glazed tiles upto lintel level.
- Branded bath fittings.

KITCHEN

- Granite platform with S.S sink and designer tiles upto lintel level.

PAINT & FINISH

- Interiors: plaster with wall putty and primer only on walls.

- Exteriors: double coat plaster with weather-resistant paint.

DOORS & WINDOWS

- Both side laminated elegant entrance door.
- Internal: Both side laminated flush door.
- Powder coated aluminium windows.

TERRACE

- Open terrace finished with Indian brick bed waterproofing and china mosaic flooring.

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or Application Fee.

The Promoter/s.