

AGREEMENT FOR SALE
OF
RESIDENTIAL UNIT OF

Flat/Shop No. , admeasuring about **sq. mts. (carpet)**, on the **nd Floor** of the **Tower No. “ ”**, in the Scheme **“VISHWANATH SAMAM”** constructed on the land situated at Shela (sim), Taluka Sanand, in the Registration District Ahmedabad and Sub District Sanand, situate, lying and being at Revenue Village Shela (sim), Taluka Sanand, in the Registration District Ahmedabad and Sub District Sanand, bearing Final Plot No. 78/3+81/3, admeasuring about 3783 sqmts Town Planning Scheme No. 1 of Shela, allotted in lieu of old Block Nos. 347/C and 350/C

MADE AT SANAND,

ON _____ DAY OF _____ , TWO THOUSAND NINETEEN

BETWEEN

MR. HITESH RASIKLAL VYAS SELF AND AS THE SOLE PROPRIETOR OF M/S. VISHWANATH BUILDERS (PAN: ABEPV 6263 D), Address: 17, N D Avenue, Opp. O7 Club, Sky City Road, Off. S P Ring Road, Shela, Ahmedabad-380058 hereinafter called "**THE OWNER**" OR "**THE VENDOR**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, legal representatives, administrators, successors and assigns) of the One Part

AND

MR./MRS./MISS/M/S. _____
[PAN: _____]
ADDRESS

hereinafter called "**THE PROPOSED PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include in case of individual his/her/their heirs, legal representatives, executors, successors and assigns; of the Other Part.)

WHEREAS -

Property:

1. The Vendor in his self capacity is seized and possessed of or otherwise well and sufficiently entitled to an immoveable property, being various pieces and parcels of Non Agricultural Lands situate, lying and being at Revenue Village Shela (sim), Taluka Sanand, in the Registration District Ahmedabad and Sub District Sanand, bearing Final Plot No. 78/3+81/3, admeasuring about 3783 sqmts., of Town Planning Scheme No. 1 of Shela, more particularly described in the "**First Schedule**" hereunder written. (Hereinafter referred to as the "**Said Entire Land**")
2. The Vendor being an absolute owner of the Said Entire Land is entitled to develop the same and also to deal with an/or dispose of the same in the manner the Vendor may deem fit.

AND WHEREAS:

PERMISSION:

3. The Non Agricultural Use permission of the Said Entire Lands for residential purpose has been granted.
4. The plans and specifications for the construction had been sanctioned by the Ahmedabad Urban Development Authority (AUDA) as per the Commencement Certificate granted on **16/10/2019** in Case No. **PRM/289/8/2019/459**.
5. AND WHEREAS the Prospective Purchaser has perused, studied and explained to himself / herself / itself, the Certificate and Report on Title of the Land issued by M/s. H Desai & Co. (Advocates & Solicitors) Ahmedabad, for Final Plot No. 78/3+81/3 No. as on dated Ref. No.50/2016/hhd/43 of 2017 and the records, documents, papers and writings referred to therein, approved Development Plans, specifications and designs of the Project and other matters and things relevant to the Project.
6. The Promoter has registered the Project under the provisions of the **Real Estate (Regulations and Development) Act, 2016** with the Real Estate Regulatory Authority at Ahmedabad, on **0 /0 /2019**, under **registration No.**
Authenticated copy thereof is attached herewith as **Annexure "A"**.

AND WHEREAS:

SCHEME:

7. The Vendor on the Said Entire Land has evolved a residential Scheme known as **"VISHWANATH SAMAM"**, consisting of various Flats/Shop and/or Apartments together with the facility of Club House and other common facilities and services.
8. The Scheme – Project is planned to be implemented in the manner that:-
 - (i) Each Purchaser shall be transferred by way of absolute sale, specific flat/shop with proportionate undivided share in the Said Land.
 - (ii) Each of the Purchasers of the Flats/Shop in the Scheme shall be entitled to use jointly with other purchasers, club house and all other common amenities, facilities and services, forming part of the Scheme, which are available and/or meant for the common use of all the Purchaser/s in such Scheme, subject however to the rules and regulations of the Scheme.

The Scheme has been planned for 116 Residential Unit & 18 Shops. Previously plans for 116 Unit & 18 Shops had been sanctioned by the Concerned Authority. At present the revised plans for 116 Unit & 18 Shops have been sanctioned by the Ahmadabad Urban Development Authority (AUDA) as per the Commencement Certificate granted on **16/10/2019** in **Case No. PRM/289/8/2019/459** and accordingly the Scheme shall be known and/or recognized.

AND WHEREAS:-

9. The Purchaser has approached to the Vendor with a request to reserve for him/her/them/it the Property in the Said Scheme, being:

- (i) Flat/Shop No. ____ admeasuring about ____ sq.mts., (carpet area), together with ____ sq.mts of balcony area (carpet area), together with ____ sq.mts of wash area (carpet area) on the ____ floor, of Tower/Block No. ____ (hereinafter called the “Said Flat”) in the Said Scheme known or described as "**VISHWANATH SAMAM**",

AND

- (ii) Such _____ Sq. Mtr. undivided and un-bifurcated share in the Said Land (hereinafter called the “**Said Undivided Land**”) to be determined at the time of completion of sale, which the Vendor has agreed to make available to the Purchaser against the payment of sale price of **Rs.**_____ and against payment other amounts under different heads, in the manner and on the terms and conditions hereinafter appearing.

The “Said Flat” and Said “**Undivided Land**” are more particularly described in the “**Second Schedule**” hereunder written and the same with right to use Club House and all common amenities, facilities, services and conveniences shall hereinafter be referred to as the Said Premises.

10. The authenticated copies of Opinion on Title issued by the Solicitor/s, authenticated copies of Revenue Record and extract of showing the nature of the title of the Vendor to the project land on which the Flats/Shop are constructed or are to be constructed to have been inspected by the Proposed Purchaser and Proposed Purchaser/s is/are satisfied in respect of the same. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority has also been inspected by the Proposed Purchaser.

**NOW THIS AGREEMENT RECORDS AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1. **DEFINITIONS.**

- a) “**Owner**” shall mean and include the Owner herein **Mr. Hitesh Rasiklal Vyas** in his individual capacity as the Owner of the Said Land and also in his capacity as Sole Proprietor of - for **M/s. Vishwanath Builders** as the Owner and Developer for the Construction.
- b) “**Proposed Purchaser**” herein shall mean and include the member herein and all persons authorized by and/or claiming under the Proposed Purchaser. No assignees shall be considered as the Proposed Purchaser unless permission of the Owner has first been obtained.

- c) **“Flat and/or Premises”** so far as the Proposed Purchaser is concerned shall mean and include the flat specifically agreed to be allotted to him/her/them/it.
- d) **“Undivided Share”** shall mean and include the proportionate undivided share to be fixed and agreed to be transferred to the Proposed Purchaser herein from the Said Land as and when finalized.
- e) **“Common Amenities and Facilities”** shall mean and include all the common amenities, facilities, services and conveniences etc. including (but not limited or restricted to) club house, common plots, common internal roads, common parking, terraces, other common areas and places, overhead and underground tanks, common electrifications, water supply, fire safety systems, lifts, drainage, sewerage lobbies, staircases etc. to be actually be made available in the Scheme to all the Purchasers of the flat/shop. The proposed amenities and facilities have been listed out in the **“Third Schedule”** hereunder written.
- f) **“Approval and/or permissions”** shall mean all and every approval, orders, permissions etc., obtained or to be obtained under specific applicable laws for the time being in force and shall not include any approval or permission that are required to be obtained separately by the Proposed Purchaser or which the Owner has not specifically agreed to obtain.
- g) **“Plans”** shall mean and include the plans approved/to be approved by the Ahmedabad Urban Development Corporation as per affordable Housing rules – policy or such additions, alterations and modifications made therein as are required or that may be made by the Owner.
- h) **“Force Majeure”** means any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which adversely affects a Party’s ability to perform obligations under this Agreement, which shall include but not be limited to:
 - (i) acts of God i.e. fire, drought, flood, earthquake, epidemics, tempest or deaths or disabilities;
 - (ii) explosions or accidents, air crashes and shipwrecks;
 - (iii) strikes or lock outs or shortage of – by labourers or any person engaged in construction – development work of the Said Scheme.
 - (iv) non-availability of cement, steel or other construction material due to shortage of inputs, strikes of manufacturers, suppliers, transporters or other intermediaries;
 - (v) war and hostilities of war, riots or civil commotion;

- (vi) non-procurement of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals (including the Approvals) from any governmental authority;
 - (vii) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a Party from proceeding with implementation of the Project as agreed in this Agreement; or
 - (viii) Any event or circumstances analogous or not cover under to the foregoing
- i) The word denoting to singular shall include plural and vise-versa. The word denoting a person/s shall include individual, corporation, company, partnership, trust or any other legal entity.
 - j) **“Schedules”** means the schedules referred to herein and forms part of this agreement.

2. **RESERVATION – BOOKING:**

- i) At the request of the Proposed Purchaser, the Owner has agreed to make available - reserve for absolute transfer – sale to the Proposed Purchaser, the Said Property, more particularly described in the **“Second Schedule”** hereunder written, together with right to use all common amenities, facilities, services jointly with others, SUBJECT TO the terms, conditions, covenants and stipulations contained herein.
- ii) The Proposed Purchaser shall also have undivided proportionate share in the common areas. Since the share/interest of Proposed Purchaser in the common areas is undivided and cannot be divided or separated, the Proposed Purchaser shall use the common areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to him/her/them/it. Further, the right of the Proposed Purchaser to use the common areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is hereby clarified that all common areas shall be deemed to be vested with the Maintenance Body – Service Society may be formed as stated herein. The Proposed Purchaser accepts the same.

It is further made clear by the Owner that the Said Property consisting of the Said Flat/Shop, Undivided Share in land and common areas and also the parking area/s (if allocated) shall be treated as single indivisible Unit for all purposes.

3. **CONSTRUCTION:**

- a) The work of development shall be carried out by the Vendor either by himself personally or with the help of any person or body as he may deem fit. The Said Entire Scheme, including the Said Premises shall

be constructed in accordance with the plans, specifications sanctioned by Ahmedabad Urban Development Authority (AUDA), or with such variations and modifications therein as may either be required to be done by the Government, AUDA, Nagar Panchayat or any other concerned authorities or suggested by the Proposed Purchaser or the Vendor may think fit as necessary for the Scheme.

- b) The work of construction shall be completed on or before **31st March 2022**, subject to the availability of cement, steel, water and other required materials etc., ALSO SUBJECT TO payment of all the amounts payable by the Proposed Purchaser to the Owner respectively and due observance and performance of all terms and conditions on his/her/their/its part under this Agreement. Any delay caused in completion of construction beyond the agreed period due to force majeure shall not be considered as default or delay on the part of the Owner for completion of the work of construction.
- c) Upon obtaining Building Use Permission from the Competent Authorities and if full payment required to be paid by the Proposed Purchaser has been duly paid, the Owner shall offer in writing the possession of the Said Flat/Shop to the Proposed Purchaser. At the time of such possession the Proposed Purchaser shall pay all the maintenance deposits and other charges as determined by the Owner or the Service Society.

The Proposed Purchaser shall immediately upon receipt of such notice – letter from the Owner obtain possession of the Said Flat/Shop and shall also make payment all the outstanding amounts if any, under this Agreement. In case the Proposed Purchaser fails, to take possession, the Proposed Purchaser shall continue to be liable to pay maintenance charges applicable and also the taxes and charges payable in respect of the Said Flat/Shop.

- d) In the event of any delay in completion of construction due to force majeure or due to any reason beyond the control of the Owner, the new date for the completion of construction may be determined by the Owner and the same shall be binding upon the Proposed Purchaser herein and all other Proposed Purchasers in the Scheme. In the event if work of construction is completed and Building Use Permission has not been granted, if desired by the Proposed Purchaser, he/she/they/it subject to other terms and conditions hereof including condition for full payment, may obtain Sale Deed of the Said Premises. However, the actual use of the Said Premises can be started by the Proposed Purchaser only after the Building Use Permission is granted.
- e) Under no circumstances, possession or any right in respect of the Said Premises shall be given to the Proposed Purchasers until all payments required to be made under this Agreement by the Proposed Purchasers have been made.

- f) If within period of five years from the date of issuance of Building Use Permission, if any structure defect is found in the Said Flat, such defect shall be rectified by the Owner at his cost and expenses and if such defect is not possible to be rectified in the opinion of the Owner, the Proposed Purchaser shall be entitled to received compensation of such defect as determined by the Owner in accordance with the Real Estate Regulations Act. Provided however, and it is clarified that the Owner shall not be liable to pay any compensation or made good any defect if such defect (structural), which can not be attributable to the Owner or beyond the control of the Owner.

4. **PAYMENT:**

a) **Sale Price.**

Sale price for transfer – acquisition of the Said Property by the Purchaser has been fixed at **Rs.** **/- ()**.

The said sale price shall be paid in the manner as stated in the **“Fourth Schedule”** hereunder written.

Said sale price was offered to be paid in three separate methods namely, on installment base, construction phase wise installments and on down payment. The Proposed Purchaser has selected down payment/construction phase wise/installment wise payment method.

b) **Additional Charges.**

In addition to the sale price agreed hereinabove the Proposed Purchaser shall also be liable to pay the following amounts on or before the completion of sale.

i) **Monthly Maintenance Charges.**

Such Maintenance Deposit and Maintenance Charges will be decided by Vender at the time of completion of sale.

ii) **Government Levies:**

i) Amount of stamp duty and registration charges that may be payable on actual basis.

ii) Vat and service tax and any other amount levied or payable under on Direct or Indirect taxes under whatsoever head, or any other amount levied under the Central Goods and Services Act and rules-regulations made thereunder, or under any law for the time being in force in respect of the transaction of sale of the Said Property including the construction and development, either payable by the Owner or the Proposed Purchaser under the law.

- c) It is hereby expressly agreed that the time for the payment of all the amounts - installments referred to at Para (a) and (b) hereinabove are the Essence of this Agreement. Similarly time for completion of construction shall be

essence of the contract on the part of the Vendor subject to however, to the force majeure or any other circumstances beyond the control of the Vendor.

- d) The Said sale 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 or Government from time to time or escalation in price of material or labour. The Vendor undertakes and agrees that while raising a demand on the Proposed Purchaser for increase in development charges, cost, or levies imposed by the competent authorities or raise in material or labour cost etc., the Vendor shall enclose the said notification/order/rule/regulation or other evidence published/issued available in that behalf to that effect along with the demand letter being issued to the Proposed Purchaser, which shall only be applicable on subsequent payments.
- (e) The Proposed Purchaser authorizes the Vendor to adjust/appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/her/their/its name as the Vendor may in its sole discretion deem fit and the Proposed Purchaser undertakes not to object/demand/direct the Vendor to adjust his/her/their/its payments in any manner.
- (f) It has been specifically agreed, accepted and understood by the Proposed Purchaser that under no circumstances he/she/they/it shall have right to require specific performance of this Agreement or avail any legal aids under the Indian Contract Act, 1872 or Specific Relief Act, 1963, or Transfer of Property Act, 1882, or any other Act, Law or Rules, Notification etc. for the time being in force until he/she/they/it has paid all the amounts payable hereunder on their due dates and also have observed and performed all the terms and conditions contained herein on their part.
- (g) Only upon completion of the work of construction of the Said Premises and only after full payment made by the Proposed Purchaser to the Owner, the Proposed Purchaser shall be put in vacant and peaceful possession of the Said flat and the Said flat shall belong to the Proposed Purchaser. All common amenities, facilities and services, common roads, common spaces including water system, bore, drainage, sewerage etc. shall vest with and used jointly by all the purchaser - occupiers of the Premises in the Scheme.
- (h) As soon as the Said Premises is notified as complete, the Proposed Purchaser shall pay the arrears of the amounts payable by him/her/them/it to the Owner within seven days of such notice served or to be put at any prominent place in the Said Property – Scheme.
- (i) The Vendor shall confirms the final carpet area that has been allotted to the Proposed Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area

shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Proposed Purchaser within forty-five days with annual interest at the rate of 9%, from the date when such an excess amount was paid by the Proposed Purchaser. If there is any increase in the carpet area allotted to Proposed Purchaser, the Vendor shall demand additional amount from the Proposed Purchaser to be paid along with next installment.

- (j) It has been specifically agreed by the Proposed Purchaser that the service tax and all other amounts which are to be paid or levied under the Income Tax Act, 1961 or any other direct taxes in respect of the transaction hereunder, or Scheme or development, shall be paid by the Proposed Purchaser as and when demanded by the Owner.
 - (k) The Proposed Purchaser shall also bear and pay all taxes, cesses, assessments and other amounts levied or charged by the concerned authorities in respect of Said Property.
 - (l) The Proposed Purchaser hereby agree and undertake with the Vendor to pay all the amounts agreed to be paid by the Proposed Purchaser to him/her/them/it under this Agreement and to observe and perform all the terms and conditions hereof.
 - (m) The Vendor may allow, in his sole discretion, a rebate for early payments of installments payable by the Proposed Purchaser by discounting such early payments 9% per annum for the period by which the respective installment has been proponed.
5. Nothing contained in this Agreement shall be construed so as to confer upon the Proposed Purchaser any right, title or interest of any kind whatsoever in, to or over the Said Property or any part thereof. Such conferment shall take place only after:-
- i) The Vendor has received all the payments due under the terms hereof from the Proposed Purchaser.
 - ii) The possession of the Said Flat has been handed over by the Vendor to the Proposed Purchaser as provided under this Agreement.
 - iii) The Proposed Purchaser has generally, duly and properly observed the terms and conditions contained herein.
6. **DEFAULTS:**
- (a) In the event if Proposed Purchaser make any delay or default in payment of any one or more of the installments or any other amounts due and payable under this Agreement, whether formally demand or not, OR commit breach or violation of any of the terms and conditions hereunder, the Vendor shall at his option be entitled to take one of the following actions.

- i) To recover the balance amount with the interest at rate of @10.45% per annum for the delayed period (not mandatory on the part of the Vendor).

OR

- ii) To cancel this Agreement and reservation of the Said Property without any further writing and forfeit the @3% of total amount agreed to be paid by the Proposed Purchaser referred to in Para 4(a) hereinabove and return the balance amount if any to the Proposed Purchaser without interest. Provided that the Vendor shall give 15 days notice to the Proposed Purchaser by Registered AD at the Address provided by the Proposed Purchaser or at E-mail address of the Proposed Purchaser for his intention of termination. It has been agreed and accepted by the Proposed Purchaser that in such event of cancellation, formal letter of termination issued by the Vendor, the Vendor shall be treated and considered as the legal Agreement of cancellation of this Agreement by both the parties and thereupon the Vendor shall be entitled to deal with or dispose of the Said flat in the manner the Vendor may deem fit and proper and further the Proposed Purchaser shall have no claim of any nature whatsoever against the Vendor or the Said flat or any part thereof, or otherwise in upon or to the Said Entire Land or the Said Project. The Proposed Purchaser without prejudice to what has been stated herein above, hereby authorize the Vendor as his/her/their/its constituted Attorney to execute Agreement of Cancellation in the event of default committed by the Proposed Purchaser as stated above. This is without prejudice to the other rights and remedies available to the Vendor under this Agreement or under any law for the time being in force. It is further agreed and understood by the Proposed Purchaser that upon cancellation of this Agreement, the balance amount if any, to be repaid by the Vendor shall be paid only after the Said Flat is disposed of by the Vendor to other purchasers and sale consideration is received from such new purchaser/s.

OR

- iii) To require the specific performance of this Agreement from the Proposed Purchaser through Appropriate Authority - Arbitration.
- (b) In the event if the Vendor fails to complete the construction of the Said Premises within the agreed period, the Proposed Purchaser, shall be entitled to take one of the following action.
- i) To call upon the Vendor to complete the work of construction within period of three months from the date of issue of notice by the Proposed Purchaser failing which the Vendor shall be liable to pay the interest to Proposed Purchaser at the rate of 9% per annum on the amount paid by the Proposed Purchaser for the period from the date when the construction ought to have been completed as agreed hereunder, till the date when the construction is actually completed. It is hereby clarified that the building use permission may be obtained by the Vendor in due course of time and the same shall not be linked with the date of completion of construction.

OR

- ii) To cancel this Agreement and ask the Vendor to return the amounts paid by him without interest. In such case the said Agreement shall come to and end upon receipt of all the amounts by the Proposed Purchaser from the Vendor.
- (c) If the Proposed Purchaser neglects, omits or fails for any reason whatsoever to pay to the Vendor any part of the amounts due and payable by the Proposed Purchaser under the terms and conditions of this Agreement or otherwise, or if the Proposed Purchaser shall in any other way fails to perform or observe or commit breach of any of the covenants and stipulations herein contained, in addition to remedies available to the Vendor as stated in Para 6(a) hereinabove, the Vendor shall be entitled to re-enter upon and resume possession of the Said Premises and everything whatsoever therein and in such event this Agreement shall automatically cease and stand terminated without any further writing, irrespective of other terms and conditions of this Agreement. The Proposed Purchaser accepts and confirms the same and further agrees that on the Vendor's re-entry on the Said Premises as aforesaid, all the right, title and interest of the Proposed Purchaser in the Said Premises and also under this Agreement shall cease and come to an end and that the Proposed Purchaser shall also be liable for immediate ejectment as a trespasser, if he/she/they/it is/are in possession thereof and in such event the Vendor shall be entitled to deal with and/or dispose of the Said Premises in the manner the Vendor may deem fit and proper with any claim or objection of the Proposed Purchaser.
- (d) **Cancellation charges.**
In the event, if after the booking of the Said Premises by the Prospective Purchaser, if the Proposed Purchaser for any reason whatsoever, cancel the booking, he/she/they/it shall be liable to pay the sum of Rs.1,00,000/- (Rupees One Lac only) as the cancellation charges. It has been agreed and accepted by the Proposed Purchaser that the Vendor in such event shall be entitled to deduct such amount of Rs.1,00,000/- (Rupees One Lac only) as stated above from the amount already paid to him and if such amount has not been paid or the amount paid by the Proposed Purchaser is less than such amount. The Proposed Purchaser shall be under an obligation and liable to pay the deficit if any, to the Vendor.

7. **MAINTENANCE AND SERVICE SOCIETY:**

- (a) The common amenities and facilities of and in the Scheme for the first 18 (Eighteen) months after the completion of the Scheme and issuance of Building Use Permission shall be carried out, manage and maintain by the Vendor herein, or any other person or body appointed by him for the purpose and the same shall be carried out, manage and maintain by the Service Society that may be formed as stated hereafter.

The maintenance deposit agreed to be paid by the Proposed Purchaser herein and by the other Proposed Purchasers in the scheme shall be paid to and held by the Owners for an initial period of 18 months. The maintenance charges as per above Para no 4(b)(II) for such period shall also be collected

and retained and used and utilized by the Owner for the Scheme and maintenance thereof.

- (b) The Service Society of the name and style **“SAMAM CO-OPERATIVE HOUSING SERVICE SOCIETY LTD.”** Service Society or other similar name shall be formed, consisting of all the flat holders – purchasers in the Scheme as its member and share holder. After expiry of 18 months the maintenance, management and administration of the entire Scheme including common amenities, facilities, services, common areas, roads, club house etc. shall be managed and administered by the service society. The Proposed Purchaser and other Purchasers in the Scheme shall co-operate in formation of the Service Society in the manner required by the Vendor.
- c) After expiry of 12 months the Owner shall transfer maintenance deposit and/or residue thereof to the service society. After transfer of maintenance deposit to the service society, the Proposed Purchaser and all other Proposed Purchaser in the scheme shall be liable to pay the maintenance charges of as per decade by Committee of service society.
- (d) All the common amenities and facilities etc. shall remain under the control and management of and dealt with by the service society in the manner it may deem fit and proper.
- (e) It has been agreed and understood that expenses of day-to-day management, maintenance and repair of all common amenities and facilities shall be carried out from and out of the maintenance charges to be collected from the flat holders/purchasers in the Scheme including the Proposed Purchaser herein. If such maintenance charges are found to be insufficient or less to meet up with the expenses of day-to-day repair, management and administration of and other cost and expenses of the Scheme, all common amenities and facilities the Income and/or interest of the maintenance deposit shall be used, to meet up with such deficit. If interest or income of the maintenance deposit is found to be insufficient or less to meet with the day to day repair, maintenance, management etc. of common amenities, facilities, services and other cost and expenses of the Scheme, the amount of maintenance deposits shall be used to meet up with such deficit.
- f) It has been specifically agreed and understood that the Proposed Purchaser, if fails or neglects to make payment of monthly maintenance charges he/she/they/it shall be restrained from using any of the common amenities and services and in addition thereto the Vendor/Service Society shall or right to disconnect the facilities like water supply, drainage system etc. of his/her/their/its flat.
- 8. The said club house, all its activities shall be available for the use of all the Purchasers of the flat in the Scheme and his/her/their/its family members or his/her/their/its authorized person, subject however to the payment of maintenance deposits, running maintenance charges and other amounts if, any, levied by the Vendor/Service society.

9. The Proposed Purchaser hereby agrees and covenants with the Vendor as follows:
- (a) The Proposed Purchaser has perused and explained to himself/herself/themselves/itself and satisfied about all the agreements, documents, papers and writings for or in the matter of purchase of the Said Land, relevant permissions, approvals, certificates, etc., obtained from the Concerned Authorities. The Proposed Purchaser has also perused the plans and specifications of the Said Scheme, proposed construction to be put up thereon, the plans and specifications for construction of infrastructures and other particulars of the Said Scheme.
 - (b) Prior to the execution of this Agreement, the Proposed Purchaser has satisfied himself/herself/themselves/itself about the title of the Said Entire Land and ownership rights thereof of the Vendor and also the opinion and report on title issued by M/s. H. Desai and Company, Advocate and Solicitors. The Proposed Purchaser shall not be entitled to further investigate the title of the Said Entire Land, and no requisition or objections shall be raised in any matter relating to the same.
 - (c) The Proposed Purchaser shall not, without written consent of the Vendor let, sub-let, sale, transfer, assign, release, mortgage or charge or in any manner encumber or deal with and/or dispose of the Said Premises or any part thereof. The Proposed Purchaser shall not without written consent of the Vendor to entitle to assign his/her/their/its rights under this Agreement to any person whomsoever.
 - (d) The Proposed Purchaser shall maintain at his/her/their/its cost the Said Premises in good condition, state and order and shall abide by all bye-laws, Rules and Regulations of the Government, Ahmedabad Municipal Corporation, Ahmedabad Urban Development Authority, Nagar Panchayat, District Panchayat and Torrent Power -GEB, local bodies and other authorities and the Vendor and shall attend, answer and be responsible for all actions. The Proposed Purchasers shall also make necessary payments as required thereunder at the time of possession of the said Flat or upon execution of the Sale Deed whichever is earlier
 - (e) The Proposed Purchaser hereby covenants to keep the Said Premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging to, in good and tenantable repair and conditions and in particular so as to support, shelter and protect the parts of the building other than his/her/their/its premises.
 - (f) The Said Premises shall be used by the Proposed Purchaser only for the residential purpose and no other purpose whatsoever. The Proposed Purchaser shall not use the Said Premises or permit the same to be used for any purpose/s other than for which it is meant

or which may or is likely to cause nuisance or annoyance to occupiers of the other Premises or for any illegal or immoral purposes.

- (g) It is hereby agreed that the Proposed Purchaser shall not put any Board on the Said Premises or any part of the building/s, other than at specific place decided by the Vendor.
- (h) The Proposed Purchaser shall not decorate the exterior of his/her/their/their Premises other than in the manner in which the same was previously decorated, nor the Proposed Allottee shall change the exterior allocations of the Said Premises or any part of the building other than in which the same is previously decorated.
- (i) The Proposed Purchasers shall not throw dirt, garbage or other refuse or permit the same to be thrown out from the Said Premises or for the purpose of repair any part of the building or the Said Premises in the compound or any portion of the Scheme.
- (j) The Proposed Purchaser hereby agrees to observe and perform the covenants and conditions contained in this Agreement and of the Service Society that may be formed from time to time and to keep the Vendor and Service Society indemnified against the observance and performance of the covenants and conditions contained herein including the payment to be made by him/her/ them/it.
- (k) The Proposed Purchaser shall have no claim with respect to any part of the Said Scheme save and except in respect of the Said Premises agreed to be reserved for him/her/them/it.
- (l) So long as the Said Premises shall not be separately assessed for Taxes, water rates, electric bills, etc., the Proposed Purchaser shall pay to the Vendor/Service Society such amount as may be fixed from time to time, in advance towards such payment, Nagar Panchayat Taxes and other outgoings.

The Proposed Purchaser shall be liable for payment of all taxes, cessess, assessments etc. payable in respect of the Said Premises to be constructed thereon from the date the Said Premises is ready for use irrespective of whether formal sale Deed in respect of Said Premises has been executed in favour of the Proposed Purchaser or not.

- (m) The Proposed Purchaser shall at no time demand partition of his/her/their/its interest from the entire Scheme. It being agreed and declared by the Proposed Purchaser that his/her/their/its interest in the Said Scheme shall be impartiable.
- (n) The Said Premises shall be used, occupied and enjoyed by the Proposed Purchaser as one unit and the Proposed Purchaser shall not

divide or sub-divide the same for use as more than one unit, unless permitted by the Concerned Authority and also body corporate that may be formed.

- (o) After that the possession of the Said Premises is handed over to the Proposed Purchaser, if any additions or alterations in or about or relating to the building of which the Said Premises forms part are required to be carried out by the Government, District Panchayat, Ahmedabad Municipal Corporation – Ahmedabad Urban Development Authority or any statutory authority, the same shall be carried out by the Proposed Purchaser and other purchasers of other Premises at his/her/their/its own costs and the Vendor shall not be in any manner liable or responsible for the same.
 - (p) The Proposed Purchaser shall permit the Vendor and/or Office Bearers of the Service Society that may be formed or any of his/her/their/its authorized agents with or without workmen and others at all reasonable time to enter upon the Said Premises to view and examine the state and condition thereof and the Proposed Purchaser shall make good any defect concerning the Said Premises or common use and services or any breach or violation in maintaining the same, in accordance with the general rules and regulations of the Scheme that may be framed from time to time.
 - (q) The Proposed Purchaser has understood that the amount – sale price paid by him/her/them/it to the Vendor which is inclusive of the sale price of the Said Premises and consideration of the undivided land.
 - (r) The Proposed Purchaser is aware of the fact that the Said Scheme has been evolved as per the plans and specifications sanctioned by the Ahmedabad Municipal Corporation / Ahmedabad Urban Development Authority and in pursuance of the provisions made for affordable housing and all rules, regulations etc., thereof. Such provisions, rules and regulations shall be binding upon the Proposed Purchaser. The Proposed Purchaser is aware about and accepts the same.
10. The Vendor hereby agrees and covenants with the Proposed Purchaser as follows:-
- (a) The Vendor holds good title to the Said Premises and has all rights to carry out development on the Said Entire Land. The Vendor agrees to clear all defect in title including pending claims or litigation pending in respect of the Said Entire Land.
 - (b) The Vendor has obtain - shall obtain all requisite permission from the Competent Authorities to carry out the development of the Project of the Said Entire Land.
 - (c) There are no encumbrance or pending litigations on the Said Entire Land, save and except those are disclosed in the title report and/or disclosed to Proposed Purchaser.

- (d) All approvals and permissions issued from the Competent Authorities in respect of the Project are valid and subsisting as on date and have been obtained as per the requirements of law.
 - (e) The Vendor has right to entered into this Agreement and he has not entered into any agreement for sale or any other agreement or arrangement in respect of the Said Flat with any other person whomsoever.
 - (f) The Vendor is not restrained in any manner whatsoever from selling the Said Flat to the Proposed Purchaser.
 - (g) Upon completion of Scheme, the vacant and peaceful possession of the common areas of the Project – Scheme shall be handed over to the Service Society.
 - (h) Upon completion of Scheme the Vendor shall hand over the possession of common areas of the Scheme and the Building to the Service Society.
 - (i) The Vendor has duly paid and shall pay all Government dues, charges and rates payable in respect of the Said Scheme to the Competent Authority.
11. It is intended that after completion of the Scheme (after grant of Building Use Permission) the Vendor may get insured the said entire Scheme for the period of one year thereafter (not mandatory). Thereafter, the same shall be got insured and/or the existing insurer shall be continued and premium thereof shall be paid by the Service Society and/or the respective Vendors of the Flats.
12. Till the completion of construction and disposal of all the Premises and receipt of all the amounts by the Vendor from the Purchaser of the Premises in the Said Scheme, the Said Scheme shall remain under over all control of the Vendor and all the decision of the Vendor in each and every matter in respect of the Said Scheme and all the Premises, including the common amenities and facilities shall be final and binding upon the Proposed Purchaser.
-13. The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is 6809.40 square meters only and Vendor has planned to utilize Floor Space Index of 14588.81 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 Vendor has disclosed the Floor Space Index of 14588.81 as proposed to be utilized by him on the project land in the said Project and Proposed Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor only.

13.i The Vendor shall not have any claim on FSI, additional FSI and terrace rights after Building Use Permission has been obtained, such rights if any will be owned by the “Association of Allottee”

14. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- i) The Proposed Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc., and provide the Vendor with such permission, approvals which would enable the Vendor to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Proposed Purchaser understands and agrees that in the event of any failure on his/her/their/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- ii) The Vendor accepts no responsibility in this regard. The Proposed Purchaser shall keep the Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Proposed Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Proposed Purchaser to intimate the same in writing to the Vendor immediately and comply with necessary formalities if any under the applicable laws. The Vendor shall not be responsible towards any third party making payment/remittances on behalf of any proposed purchasers and such third party shall not have any right in the application/allotment of the Said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Proposed Purchasers only.

15. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Vendor executes this Agreement he shall not mortgage or create a charge on the Flat/Shop 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 Proposed Purchaser who has taken or agreed to take such Flat.

16. **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 apartment/plot/building, as the case may be.

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

Wherever in this Agreement it is stipulated that the Proposed Purchaser has to make any payment, in common with other Proposed Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Flat/Shop to the total carpet area of all the [Apartments/Plots] in the Project.

18. **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.

19. **JOINT ALLOTTEES**

That in case there are Joint Proposed Purchasers all communications shall be sent by the Vendor to the Proposed Purchaser whose name appears first and at the address given by him/her/them/it which shall for all intents and purposes to consider as properly served on all the Allottees.

20. Any delay by the Vendor in enforcing the terms of this Agreement or any forbearance or giving time to the Proposed Purchaser shall not be considered as a waiver on the part of the Vendor nor shall the same in any manner prejudice the remedies of the Vendor.

21. The letters, receipts and/or notices issued by the Vendor dispatched Under Certificate of Posting to the address of the Proposed Purchaser as known to the Vendor will be sufficient proof of receipt of the same by the Proposed Purchaser and shall completely and effectively discharge the Vendor.

22. The Scheme shall always be known as “**VISHWANATHH SAMAM**” and the same shall under no circumstance be changed, by any person whomsoever including the Proposed Purchaser herein.

23. Without prejudice to any of the terms and conditions hereinabove, the member hereby expressly consents to the Vendor for any arrangement of raising loan for the benefit of the Vendor / Project or for the benefit of all or some of the Proposed Purchaser of the premises in the Scheme. The Vendor may execute any documents including mortgaging the Said Entire Land and building/s or any one or more of the premises therein including the Said Premises as is required for raising such loan.

24. The Vendor has declared and announced the Scheme by issuing brochures and pamphlets and also inserting advertisements in newspaper and publishing in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail and supersedes.

25. It has been agreed that if any changes, modifications or alterations are effected by the Vendor in the Scheme in general or in particular with respect

to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Proposed Purchaser, such changes or modifications or alterations shall be binding upon the Proposed Purchaser and to that extent the terms and conditions, rights and obligations of the Proposed Purchaser under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration shall not prejudicially effect the right of the Proposed Purchaser with respect to the Said Property.

26. All rights and interest of the Proposed Purchaser is/are restricted to and to be read, understood and interpreted in realization to the Said Premises only. All other constructed, covered, uncovered areas, open spaces, open lands, infrastructures, developments etc. shall belong to the Vendor subject to right of Proposed Purchaser to use, common amenities, facilities and services that may be reserved for common use of all the proposed purchaser of the Premises in the Scheme.
27. It has been specifically agreed by the Proposed Purchaser, in the event of the breach of any terms, conditions, covenants referred to hereinabove, at any point of time by the Proposed Allottee or any person claiming under him/her/them/it, the Proposed Allottee and/or the Said Premises shall be liable to be disconnected from all amenities and facilities available in the Scheme by the Service Society/Builder, in addition to the disconnection of the warrantee that may become available by the Builder regarding the Said Premises.
28. **RIGHT TO AMEND**
This Agreement may only be amended through written consent of the Parties.
29. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PROPOSED PURCHASER/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 - Scheme shall equally be applicable to and enforceable against any subsequent purchasers of the Flat/Shop, in case of a transfer, as the said obligations go along with the Flat/Shop for all intents and purposes.
30. **SEVERABILITY**
All the rights, remedies and provisions provided under this Allotment Agreement of the Vendor and Proposed Purchaser are and shall be without prejudice to the other and further rights and remedies available to them under the Real Estate Regulation Act (RERA) and other laws for the time being in force. If any of the terms, conditions or provisions of this Agreement is determined to be void or unenforceable or in contradiction with any of the provisions of the said Act or rules made thereunder or any other law for the time being in force such terms and conditions and/or provisions shall be deemed to be amended or deleted and/or substituted so far as reasonably in consistence with the purpose of this Agreement and to the extent necessary to conform RERA or rules and regulations made thereunder or the applicable laws as the case may be and the remaining provisions, terms and conditions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.
31. **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

Constituted under the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. All stamp duty, registration charges, legal fees and all other out of pocket expenses in respect of any further or other agreements, documents, papers and writings to be executed to carry into effect the provisions hereof, shall be borne and paid by the Proposed Purchaser only.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seal the day and year first hereinabove written:

-: THE FIRST SCHEDULE ABOVE REFERRED TO :-

ALL THAT pieces and parcels of land Non Agricultural Land situate, lying and being at Revenue Village Shela (sim), Taluka Sanand, in the Registration District Ahmedabad and Sub District Sanand, bearing Final Plot No. 78/3+81/3, admeasuring about 3783 sqmts. the said Final Plot Nos. 78/3+81/3 is bounded as follows; that is to say - on or towards the -

For Final Plot No. 78/3+81/3

North by : F P No. 52/2
South by : 30 Mt T P Road
East by : F P No. 60
West by : F P No. 78/1+81/1

For Flat/Shop No :-

North by : Flat No.
South by : Society Boundary Wall
East by : Flat No.
West by : Society's Open Area

-: THE SECOND SCHEDULE ABOVE REFERRED TO :-

ALL THAT **Flat/Shop No.** , admeasuring about **sq. mtr. (carpet)**, on the **Floor**, of the **Tower No.** in the Scheme known as “**VISHWANATH**

SAMAM", constructed on the land situate, lying and being at Revenue Village Shela (sim), Taluka Sanand, in the Registration District Ahmedabad and Sub District Sanand, bearing Final Plot No. 78/3+81/3, admeasuring about 3783 sqmts. the said Final Plot Nos. 78/3+81/3 of Town Planning Scheme No. 1 of Shela, Sanand with right to use Club House and all common amenities, facilities, services and conveniences. Such undivided and un-bifurcated share in the Said Land (hereinafter called the "**Said Undivided Land**") to be determined at the time of completion of sale

-: THE FOURTH SCHEDULE ABOVE REFERRED TO :-

The Intending Purchaser has agreed to pay to the Vendor/owner the total sum of **Rs.** _____/- (**Rupees** _____). The said sale consideration is inclusive of the price of the said flat/shop, said undivided land & said plot of land, as mentioned herein below out of which the sum of;

Amount (in Rs.)	Cheque No.	Dated	Bank

is paid by the Intending Purchaser to the Vendor/ owner on or before the execution hereof as and by way of earnest money or deposit and the balance amount shall be paid as per term fixed. In the case of Self Payment or bank loan The Intending purchaser has to follow the below stage wise payment/disbursement.

- 1(c) The Allottee has paid on or before execution of this agreemen _____(Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :-
- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

- ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- iv. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- v. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vi. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the 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.
- vii. Balance Amount of Rs...../- (.....) 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.

Executed on today this _____ day of _____ month 2019 at Ahmedabad.

For, Vishwanath Builders

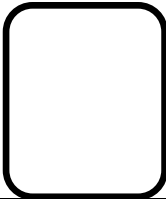
Witness

Hitesh R Vyas
(Proprietor)

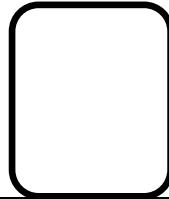
Witness

**SCHEDULE AS PER THE INDIAN REGISTRATION ACT UNDER
SECTION 32(A):**

VENDEE / PURCHASER

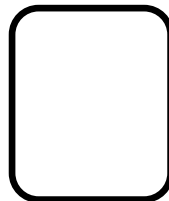


MR.



MRS.

VENDOR/OWNER



**MR. HITESH R VYAS (PROPRIETOR)
VISHWANATH BUILDERS**