

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("AGREEMENT") executed on this ____ day of _____, 2017.

BY AND BETWEEN

ROCOCO BUILDCON LLP, a Registered Limited Partnership firm, having its office at: 7, Goyal Terrace, Judges Bungalow Cross Roads, Bodakdev, Ahmedabad through its authorized Partner SHRI SHITALBHAI DEVENDRABHAI PATEL, having PAN Number AASFR3515P, hereinafter referred to as "THE PROMOTER" or "PARTY OF THE FIRST PART" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners);

AND

_____, (PAN _____) Adult, Indian
Inhabitants, having their address at

_____, Ahmedabad, Gujarat, hereinafter called "THE ALLOTTEE" or "PARTY OF THE SECOND PART" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually referred to as "Party".

A. **WHEREAS** the parties of the first part is absolutely seized and possessed of and otherwise well and sufficiently entitled as owner to all that piece and parcel of non-agricultural land bearing Sub-plot No. B admeasuring about

1614 Sq. Mtrs. comprising Revenue Survey No. 238/2+4/3 admeasuring 1291 Sq. Mtrs. of Final Plot No. 38, Draft Town Planning Scheme No. 39 (Thaltej) and survey No. 238/1/1/2 admeasuring 323 Sq. Mtrs. of Final Plot No. 38 paiki Draft Town Planning Scheme No. 39 (Thaltej) situate, lying and being at Mouje Thaltej of Ghatlodia Taluka in the Registration District of Ahmedabad and Sub-District of Ahmedabad-9 (Bopal) (hereinafter referred to as "said land").

- B. **AND WHEREAS** Non-agricultural use permission of land bearing Sub-plot No. B admeasuring about 1614 Sq. Mtrs. comprising Revenue Survey No. 238/2+4/3 admeasuring 1291 Sq. Mtrs. of Final Plot No. 38, Draft Town Planning Scheme No. 39 (Thaltej) and survey No. 238/1/1/2 admeasuring 323 Sq. Mtrs. of Final Plot No. 38 paiki Draft Town Planning Scheme No. 39 (Thaltej) for commercial/ Residencial purpose has been given by District Collector, Ahmedabad vide his Order No. MSL/BKP/SR32/VASHI dated 05.01.2005. Entry to that effect was recorded in the revenue records.
- C. **AND WHEREAS** on implementation of Draft Town Planning Scheme No. 39 (Thaltej), the land of Survey No. 238/2+4/3 admeasuring 1291 sq. mtrs. and Survey No. 238/1/1/2 admeasuring 323 Sq. Mtrs. was given Final Plot No. 38 and its area was fixed as **1614 sq.mtrs.**
- D. **AND WHEREAS** party of the first part has purchased the land bearing Sub-plot No. B admeasuring about 1614 Sq. Mtrs. paiki **323 Sq. Mtrs.** of Final Plot No. 38, Draft Town Planning Scheme No. 39, situate, lying and being at Moje Thaltej, Taluka Ghatlodia in the Registration District of Ahmedabad and Sub-District of Ahmedabad-9 (Bopal) from (1) Tarunbhai Santrambhai & (2) Gauravbhai Santrambhai by Sale Deed dated 20/11/2015, which was registered with the Sub-Registrar of Assurances at Ahmedabad-9 (Bopal) on same day under serial No. 7521. Entry to that effect was recorded in the revenue records which was certified on 27/01/2016.

- E. **AND WHEREAS** party of the first part has purchased the land bearing Sub-plot No. B admeasuring about 1614 Sq. Mtrs. paiki **1291 Sq. Mtrs.** of Final Plot No. 38, Draft Town Planning Scheme No. 39, situate, lying and being at Moje Thaltej, Taluka Ghatlodia in the Registration District of Ahmedabad and Sub-District of Ahmedabad-9 (Bopal) from (1) Tarunbhai Santrambhai (2) Ushadevi Santrambhai (3) Mrunalbhai Santrambhai & (4) Gauravbhai Santrambhai by Sale Deed dated 20/11/2015, which was registered with the Sub-Registrar of Assurances at Ahmedabad-9 (Bopal) on same day under serial No. 7523. Entry to that effect was recorded in the revenue records by mutation Entry No. 14025 dated 05/12/2015 which was certified on 27/01/2016.
- F. **AND WHEREAS** permission for construction of non-agricultural land bearing was approved by Ahmedabad Municipal Corporation vide its Case No. BLNTI/NWZ/180116/GDR/A5819/RO/M1 and issued Commencement Certificate (Rajachitthi) No. 5663/180116/A5702/RO/M1 dated 21/03/2016.
- G. **AND WHEREAS** as per approved plan and permission, party of the first part put up a Commercial scheme on the said land namely: "**EARTH ESSENCE**".
- H. **AND WHEREAS** the promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no. _____. Authenticated copy is attached in Annexure '____'
- I. **AND WHEREAS** the Allottee being desirous to purchase a commercial Shop/Unit in the said Scheme known as "**EARTH ESSENCE**" approached the said "Limited Partnership Firm" and after site visit and verifying all scheme related documents, papers, plans, specifications, design, structure, amenities, facilities etc. and finding the titles of the Promoter to the said property and construction standing thereon as clear, marketable and free from

all encumbrances and beyond reasonable doubts, has decided to purchase Unit No. _____ having net carpet area (Shop/Unit) admeasuring _____ **Sq. Mtrs.** (_____ Sq. Ft) situated on _____ Floor, in the scheme known as " **EARTH ESSENCE** ", (more particularly described in the Schedule hereunder written) (hereinafter referred to as "THE SAID PREMISES/ PROPERTY" or "SAID UNIT/SHOP").

J. **AND WHEREAS** the Promoter hereby agrees to sell, assign and transfer to the Allottee and the Allottee hereby agrees to purchase and acquire from the Promoter said Property at or for a lump sum consideration of _____ (in words) along with a right to use common facilities, common passages, staircase, lift, common parking space, compounds, sewage, drains, drainage, electricity and right to use the common areas and common amenities that may be developed and provided by the Promoter in the said Scheme, of which an amount of Rs. _____ is being paid to the Promoter pursuant to this Agreement towards application fee/ advance payment/earnest money.

K. **AND WHEREAS** this Agreement shall come into force with effect from the date of execution of these presents and shall remain in force up to _____ Months from the date of execution of these presents. Time under this Agreement and payment schedule of sale consideration are the essence of this contract as provided herein and no change shall be permitted in the time or payment schedule unless there is an agreement in writing or the Parties by their conduct may permit the same.

L. **AND WHEREAS** The Parties herein, 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;

M. THAT the Allottee has desired to become Allottee of the said scheme admeasuring _____ **Sq. Mtrs.** (_____Sq. Ft) situated in the scheme known as " **EARTH ESSENCE** ", more particularly described in the Schedule hereunder written (hereinafter referred to as "THE SAID PREMISES/ PROPERTY" or "SAID UNIT/SHOP"),situated on _____ Floor in the scheme known as "**EARTH ESSENCE**" together with undivided proportionate share in land, more particularly described in the Schedule-II hereunder written (hereinafter referred to as "THE SAID SHOP/UNIT").

N. THAT the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

O. **AND WHEREAS**, under section 13 of the Real Estate (Regulation and Development) Act 2016, the Promoter is required to execute a written Agreement for sale of the said Shop\Unit to the Allottee, and to register this Agreement under the Registration Act, 1908.

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

1. The Promoter shall construct the said building/s consisting of basement and ground/ stilt, /..... podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Shop\Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Shop\Unit No. of

the type of carpet area admeasuring sq. metres on floor in the building/wing (hereinafter referred to as "the Shop\Unit") for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Shop\Unit including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee balcony/veranda 1 having area admeasuring sq. mtrs./sq. feet forming part of the Shop\Unit for the consideration of Rs./-.

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee balcony/veranda 2 having area admeasuring sq. mtrs./sq. feet forming part of the Shop\Unit for the consideration of Rs./-.

(iv) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee wash area balcony having area admeasuring sq. mtrs./sq. feet forming part of the Shop\Unit for the consideration of Rs./-.

(v) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee open terrace having area admeasuring sq. mtrs./sq. feet forming part of the Shop\Unit for the consideration of Rs./-.

(vi) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee open parking spaces bearing Nos. situated at Basement and/or stilt and/or podium being constructed in the layout for the consideration of Rs./-.

(vii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. _____ situated at Basement and/or stilt and/or podium being constructed in the layout for the consideration of Rs. _____/-.

1(b) The total aggregate consideration amount for the Shop\Unit mentioned herein above from cl. 1a (i) to (vii) is thus Rs. _____/-

1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Shop\Unit/Plot].

1(d) 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(e) 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 @ % 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(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by

furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand 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(g) 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 Shop\Unit to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Shop\Unit.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to

purchase the said Shop\Unit based on the proposed construction and sale of Shop\Units 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. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Shop\Unit as are set out in the Annexure , annexed hereto.

5. That the scheme will be constructed and completed in accordance with the approved layout plans by the Ahmedabad Municipal Corporation which the Allottee has/have seen and approved and the Allottee has also agreed that the Promoter may make such variations and modifications therein as may be required to be done by the Government, Ahmedabad Municipal Corporation and other local authorities and/or which the Promoter may consider desirable and this shall operate as an irrevocable consent of the Allottee/s for making such variations and modifications. The specifications for construction of the said SCHEME AND UNITS and the amenities is provided therein.

6. That the Allottee has/have satisfied himself/ herself/ themselves about the title of the said property and he/she/they shall not be entitled to investigate further the title of the said property and no requisition or objection shall be raised in any matter relating thereto.

7. That the Allottee hereby agree/s/agreed to acquire the said/property as per the plans and specifications seen and approved by him/her/them and the Promoter/Landowner agrees to allot the said Premises/Unit to the Allottee/s-Allottee/s at or for the lump sum consideration price of Rs. _____/- (Rupees _____ only).

8. PAYMENT PLAN:

- The Allottee has paid on or before execution of this agreement a sum of Rs._____ by cheque No. _____ dated _____through Bank _____ towards the payment of application fee and hereby agrees to pay to the Promoter the balance amount of Rs in the following manner :

Amount Rs.	Particulars
_____	Earnest Money by Cheque No. _____ dated _____ of _____ Bank, _____ Branch (Not exceeding 30% of total consideration) on execution of the agreement
	Further Consideration by Cheque No. _____ dated _____ of _____ Bank Ltd, _____ Branch(Not exceeding 45% of total consideration) on completion of the plinth of the building or wing in which the said Shop\Unit is located.
	Further Consideration by Cheque No. _____ dated _____ of _____ Bank Ltd, _____ Branch(Not exceeding 70% of total consideration) on completion of the slabs including podiums and stilts of the building or wing in which the said Shop\Unit is located.
	Further Consideration by Cheque No. _____ dated _____ of _____ Bank Ltd, _____ Branch(Not exceeding 75% of total consideration)on completion of walls , internal plaster, floorings, doors and windows of the said Shop\Unit.
	Further Consideration by Cheque No. _____ dated _____ of _____ Bank Ltd, _____ Branch(Not exceeding 80% of total consideration), on completion of the sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Shop\Unit.

	Further Consideration by Cheque No. _____ dated _____ of _____ Bank Ltd, _____ Branch(Not exceeding 85% of total consideration) on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Shop\Unit is located.
	Further Consideration by Cheque No. _____ dated _____ of _____ Bank Ltd, _____ Branch(Not exceeding 95% of total consideration); on completion of the lifts, water pumps, electrical fittings, electro mechanical and environment requirements, entrance lobby/s,plinth protection, paving of areas and all other requirements as may be prescribed in the Agreement of sale of building or wing in which the said Shop\Unit is located.
	Balance amount by Cheque No. _____ dated _____ of _____ Bank Ltd, _____ Branch, at the time of handing over the possession of the Shop\Unit to the Allottee.

• **Default in Payment:**

9. If the Promoter fails to abide by the time schedule for completing the project and handing over the [Shop\Unit/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as @ _____ % 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 as @ _____ % 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.

10. 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 three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and 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) within a period of thirty days of the termination, the instalments of sale consideration of the Shop\Unit which may till then have been paid by the Allottee to the Promoter.

- (a) The Allottee agrees to pay to the Promoter interest at the rate of _% per annum, on all delayed payment that becomes due and payable on part of the Allottee to the Promoter.
- (b) Without prejudice to the right of promoter to charge interest in terms of the above mentioned clause, 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 defaults of payment of

instalments, the Promoter shall at his own option, may terminate this Agreement.

- (c) Provided 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 by the Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Shop\Unit which may till then have been paid by the Aloottee to the Promoter.

11. TIME IS ESSENCE:

- Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Shop\Unit/ Unit]. The Promoter shall give possession of the Shop\Unit to the Allottee on or before..... day of20 __ subject to receiving the permission for building usage.
- If the Promoter fails or neglects to give possession of the Shop\Unit to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall not be liable on demand to refund to the Allottee the amounts already received by him in respect of the Shop\Unit along with the interest.
- If the Promoter fails to abide by the time schedule for completing the project and handing over the [Unit/Shop\Unit] 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 ____% per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.

- Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Shop\Unit on the aforesaid date, if the completion of building in which the Shop\Unit is to be situated is delayed on account of -
 - (a) war, civil commotion or act of God ;
 - (b) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
12. As soon as the scheme for Shop\Units is notified by the Promoter as complete, the Allottees of the premises (including the Allottees-sherein) shall pay the respective arrears of the price payable by them within fifteen days of such notice served individually or to be out on any prominent place in the said scheme. If any of the Allottees of the premises failed to pay the arrears as aforesaid, the Promoter shall be entitled to terminate the agreement with Allottees and to refund the amount in full or installments as agreed between the parties without interest thereon to the allottee within the period of thirty days of termination.
13. Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Shop\Unit/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the [Shop\Unit/Plot] 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 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 occupancy certificate of the Project.
14. The Allottee shall take possession of the Shop\Unit within 15 days of the written notice from the promotor to the Allottee

intimating that the said Shop\Units are ready for use and occupancy:

15. Failure of Allottee to take Possession of [Shop\Unit/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Shop\Unit/Plot] 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 [Shop\Unit/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
16. If within a period of five years from the date of handing over the Shop\Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Shop\Unit or the building in which the Shop\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 attributable to the Promoter or beyond the control of the Promoter.
17. The Allottee shall use the Shop\Unit or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.
18. The Allottee along with other allottee(s)s of Shop\Units 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 organisation 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.

19. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Shop\Unit is situated.
20. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
21. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Shop\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 Shop\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, chowkidars, 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 and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

22. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout
23. The Allottee shall pay to the Promoter a sum of Rs. 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.

24. 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.
25. That the Promoter shall in respect of any amount remaining unpaid by the Allottee under the terms and conditions of this Agreement have a first lien and charge on the said, premises to be acquired, over the Member/s-Allottee/s.
26. That the Promoter shall have a right to make additions or put up additional structures or stores as may be permitted by the Competent Authorities and such additional structures and storeys shall be the property of the Promoter and he will be entitled to dispose of the same in such manner as they may deem fit. For the said purpose the Promoter shall be entitled to make such modifications and/or alterations in the scheme and plans as the Promoter shall deem fit and this shall operate as an irrevocable consent of the Allottee to the Promoter for making such alterations and/or additions.

PROVIDED that the above does not in any way affect or prejudice the right hereinafter granted in favour of the Allottee in respect of

the premises agreed to be acquired by the Allottees. The Promoter shall be at liberty to sell, assign or otherwise deal with or dispose of their right, title or interest in the said land or in the said scheme to be constructed by the Promoter as it may deem fit and proper.

27. That it is hereby agreed by the Allottee that the Allottee in whose name the premises shall finally be allotted in pursuance of this Agreement shall deposit with the Promoter such amount (excluding the sale consideration) as may be fixed ultimately by the Promoter at such time as the Promoter may direct. Said amount shall be utilized by the Promoter towards legal cost, charges and expenses, including professional cost 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. This deposit amount (remaining amount) will be a transferable deposit, in the event of transfer of member ship in the said Service Society (to be formed).
28. After the construction of the said scheme is over and so long as the premises in the said scheme shall not be separately assessed for local taxes and water rates, electric bills etc. Allottees shall pay to the Promoter the sum as may be fixed by the Promoter payable in the manner as may be decided and at the time as may be directed by the Promoter towards the proportionate share of the water tax or other local taxes and outgoing, such as electric bills etc. After the premises in the said scheme are separately assessed.
29. The Allottee agree/s and undertakes to be a member of the Service Society and also from time to time to see and execute the application and other papers and documents necessary and to fill in, sign and return along with usual amount payable like Allotteehip fees, share money, subscription etc to the Service Society. The Allottee shall be bound from time to see all papers and documents and do all other things as the Promoter may require him/her/them

to do from time to time for safeguarding the interest of the Promoter and other Allottees of the premises in the said scheme. Failure to comply with provisions of this clause will render this Agreement, **ipso facto** to come to an end.

30. After the possession of the said premises is handed over to the Allottees, if any additions or alteration in or about or relating to the said premises is thereafter required to be carried out by the Government, Ahmedabad Municipal Corporation, Local Authorities or any Statutory Authorities, the same shall be carried out by the Promoter of the premises at his/her/their own costs and the Allottees may also be liable or responsible for the same if any addition or alteration is to be made in span of five years.
31. If the Allottee neglects, omits or fails for any reason whatsoever to pay to the Promoter any part of the amounts due and payable by the Allottees under the terms and conditions of Agreement (whether before or after acquiring the possession) within the time hereinbefore specified or if the Allottees shall in any other way fail to perform or observe any of the covenants and stipulations herein contained, the Promoter shall give notice of fifteen days in writing to the Allottees, by registered post AD at the address provided by the Allottees and mail at the E-mail address provided by the Allottees, 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 Allottees fail 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.
32. It is hereby agreed between the Promoter and the Allottee that no sooner than the entire payments of all other dues payable by the Allottee to the Promoter under this Agreement have been duly, properly, completely and finally paid and the Allottee having been enrolled as member of the service Society as provided in this

agreement, the member shall be bound to occupy the premises as permitted by the rules, by-laws and/or resolutions of the said Service Society. It is agreed by the member/s that he/she/its will be admitted as Member-Shareholder of the said Service Society.

33. All costs, charges and expenses of the formation of the said Service Society as well the costs of preparing engrossing, stamping and registering all the agreements, conveyance or any other documents required to be executed by the Promoter or by the Allottee as well as entire professional costs of the Legal Advisor Attorneys of the Promoter in preparing and approving all such documents shall be borne and paid by the Allottees proportionately upon exclusively. The Promoter shall not contribute anything towards such expenses.
34. It has been specifically agreed by and between the parties hereto that the terrace and open units to be constructed under the scheme shall absolutely be of the ownership, use, occupation and enjoyment of the Promoter and the Promoter shall be entitled to give the same for use, occupation, enjoyment of the same to any person whomsoever, including by way of allotment thereof, for compensation or on rent, lease, leave and license for any purpose whatsoever and it shall further be entitle to put or permit to be put neon signs, advertisements etc. to any person whomsoever on such consideration and on such terms and conditions as the Promoter may deem fit and proper.
35. Before and on possession of the said premises being taken over by the Allottees, the Allottees can make or be entitled to make any claim, objection or dispute regarding the quality of construction, materials used therein, any additions or alteration made, plans specifications and designs of the construction within the completion of the construction of five years.
36. The transaction covered by this agreement at present is not understood to be eligible to tax under any direct or indirect tax

laws or similar other laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other law, Central of State, this transaction is held to be eligible to tax, as a sale or otherwise either as a whole or in part or any inputs of materials or equipment's used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be payable by the Allottees on demand at any time.

37. The Allottees has/have specifically agreed, undertaken, accepted and confirmed as follows:-
 - a). The over-all control and management of the scheme-project and all and every matters relating thereto shall be that of the Promoter and its decision in all and every matters concerning touching to, with respect to, or in relation thereto shall be final and binding upon the Allottees.
 - b). The title of the Allottees shall, finally, be as Allottees of the scheme of Promoter and/ or service Society.
 - c). The Promoter shall be entitled to allot, deal with and/or dispose of the remaining "PREMISES" in the scheme to such person/s on payment of such amount for such use and purposes, including other than for which it may have been meant, in such manner and on such other terms and conditions, same, similar or other than herein, as per the Promoter in its sole discretion may deem, fit and proper. The Allottees shall not have any right to dispute, oppose or challenge the same. The expression "PREMISES" shall mean and include constructed or unconstructed, covered or un-covered, open or closed, open margin lands, parking areas-space, other open areas and space, terraces with or without any right to put up further of additional construction amenities, facilities and services forming part of the Scheme – project or otherwise any part or portion of the Scheme – project, any right, title or interest therein.
 - d). The Promoter propose to form and register the Service Society of the holders-occupiers of the premises in the said scheme for safeguarding and promoting their common interest for maintenance, management, administration etc. of the common amenities,

facilities, services and common areas in the scheme. The Allottee shall be under an obligation to become member of such Service Society and for the purpose, on demand by the said Promoter, without any delay or default, make, sign, and execute all necessary applications, papers and writings. The Allottees shall abide by, observe and perform all rules, regulations and resolutions as may be framed, formed or passed from time to time. The Allottees shall also be liable to pay such amount or amounts as may be fixed by the said Service Society from time to time towards the expenses of, capital, recurring or any other nature for the aforesaid purposes or other related matters and purposes.

39. The Allottee hereby agrees to execute such other papers and documents and also pay necessary stamp duty registration fees etc. as may be necessary for the purpose of giving effect to these presents.

40. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared In the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter 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 [Shop\Unit/ 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 [Shop\Unit/ 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. 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 till the possession is handed over to the Allottee, (after which the Allottee shall also be liable to pay the same) payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition

of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Shop\Unit at the Allottees own cost in good and tenantable repair and condition from the date that of possession of the Shop\Unit is taken and shall not do or suffer to be done anything in or to the building in which the Shop\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 Shop\Unit is situated and the Shop\Unit itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Shop\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 Shop\Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Shop\Unit is situated, including entrances of the building in which the Shop\Unit is situated and in case any damage is caused to the building in which the Shop\Unit is situated or the Shop\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 Shop\Unit and maintain the Shop\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 Shop\Unit is situated or the

Shop\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 Shop\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 Shop\Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop\Unit is situated and shall keep the portion, sewers, drains and pipes in the Shop\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 Shop\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 Allottee in the Shop\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 Shop\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 Shop\Unit in the compound or any portion of the project land and the building in which the Shop\Unit is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Shop\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 Shop\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 Shop\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 Shop\Units 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 Shop\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.
- 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. 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 project land or

any part thereof to view and examine the state and condition thereof.

41. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
42. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Shop\Units or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Shop\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.
43. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
After the Promoter executes this Agreement he shall not mortgage or create a charge on the [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 [unit].
44. **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.

45. 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 before the date of this Agreement, if any, between the Parties in regard to the said unit/Shop\Unit, as the case may be.

46. RIGHT TO AMEND

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

47. 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 or Assignees of the [Shop\Unit/ Unit], in case of a transfer, as the said obligations go along with the [Shop\Unit/ Unit] for all intents and purposes.

48. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder 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. If any provision of this agreement shall be determined to be void or unenforceable under the act or the rules and regulations made thereunder 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 or regulation made thereunder 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. The Allottee and Promoter have to follow the provisions of the RERA Act & Rules.

49. 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 [Unit] to the total carpet area of all the [Unit] in the Project.

50. 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.

51. 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 _____.

- 52.** The Allottee and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter through its authorised signatory will attend such office and admit execution thereof.
- 53.** 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

(Allottee's Address) Notified Email ID:

M/s. ROCOCO BUILDCON LLP

(Promoter Address) Notified Email ID:

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

54. JOINT ALLOTTEES

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

55. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

56. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

57. GOVERNING LAW

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

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

SCHEDULE

SCHEDULE

ALL the premises being property bearing Shop\office No. _____, on _____ Floor, admeasuring _____ sq.feet i.e. **and** **sq.mts. (carpet area)** together with undivided proportionate share in the land of plot, **admeasuring** **sq.mts.** in the scheme known as "**EARTH ESSENCE**", admeasuring about 1614 sq.mtrs. of Final Plot No. 38 paiki of Draft Town Planning Scheme No.39 (Thaltej) comprised of Revenue Survey No. 238/1/1/2 admeasuring 323 sq.mtrs. and Revenue Survey No. 238/2+4/3 admeasuring 1291 sq.mtrs situate, lying and being at Mouje Thaltej of Taluka Ghatlodia in the Registration District of Ahmedabad and Sub-District of Ahmedabad-9 (Bopal).The said property is bounded as under:

On or towards East :
On or towards West :
On or towards South :
On or towards North :

The said property is bounded as under:-

East:
West:
North:
South:

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED
"PROMOTER"
ROCOCO BUILDCON LLP
through its authorized partner
SHITAL DEVENDRABHAI PATEL

SIGNED SEALED AND DELIVERED
BY THE WITHINNAMED
"ALLOTTEE"

IN THE PRESENCE OF: (WITNESS)

1. _____
2. _____

Draft Settled by:

NISARG NILESH TRIVEDI

Attorney-at-Law

For,

TRIVEDI'S LAW OFFICE & Asso.

612, Span Trade Centre, Opp. Kochrab
Ashram, Paldi, Ahmedabad -6.

Tel/Fax: 26576008, 65237008

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ESSENCE.docx

SCHEME: EARTH ESSENCE SHOP\UNIT NO. :

AGREEMENT FOR SALE

BETWEEN:

ROCOCO BUILDCON LLP
through its authorized partner
SHITAL DEVENDRABHAI PATEL
(Promoter)

AND

(Allottee)

 **TRIVEDI'S
LAW
OFFICE & Associates**
ADVOCATES, SOLICITORS & NOTARY
612-614 Span Trade Centre Paldi Ahmedabad
+91 79 26576008, 65237008, 40329008
nisarg@thelawoffice.in