

Agreement of Sales

This Agreement made at.....this.....day of..... in the year Two Thousand and..... betweenhaving address at Saundrya palace T.P.-24,B-291-to294 ,Opp Radhe Residency, Nr. Sudama Chowk Mota Varachha, Surat, hereinafter referred to as "the Promoter of the One Part and (.....) having address atSaundrya palace T.P.-24,B-291-to294 ,Opp Radhe Residency, Nr. Sudama Chowk Mota Varachha, Surat, hereinafter referred to as " the Allottee" (.....) of the Other Part.

WHEREAS by an Agreement datedday of.....20..... and executed between Ambika Hean of the One Part (hereinafter referred to as " the Vendor") and the Promoter of the Other Part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No. lying and being survey no. at in the Registration sub-District of admeasuring sq. mts. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land.

land;

AND WHEREAS the Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct on the project land (here specify number of buildings and wings the..... having _____ (here specify number of Basements/podiums/stilt and upper floors)

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the _____ wing of the Building called _____ (herein after referred to as the said "Building") being constructed in the _____ phase of the said project, by the Promoter

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no ; authenticated copy is attached in Annexure 'B';

consideration in respect thereof;

the Promoter's Architects Messrs Sanjay Josshi and of such other documents as are specified

and the Rules and Regulations made thereunder and the Allottee is satisfied in respect of the same;

by the Allottee and is satisfied in respect of the same.

Local Authority has been inspected by the Allottee.

on the said project has also been inspected by the Allottee,

purchased by the Allottee has been annexed and marked as Annexure A

Occupancy Certificate of the said Building

said building/s shall be granted by the concerned local authority.

accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. on floor in wing situated in the building No. being constructed in the phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is square meters/square feet and "carpet

includes the area covered by the internal partition walls of the apartment.

hereinafter,

of Rs. (Rupees) only, being part payment of the sale consideration of the

appearing

Local Authority has been inspected by the Allottee.

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said building/s shall be granted by the concerned local authority.

accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. on floor in wing situated in the building No. being constructed in the phase of the said Project,

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includes the area covered by the internal partition walls of the apartment.

hereinafter,

of Rs. (Rupees) only, being part payment of the sale consideration of the

appearing

said Agreement under the Registration Act, 1908.

the (Apartment/Plot) and the garage/covered parking(if applicable)

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.

law.

- 1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. metres/ sq. feet on floor in the building/wing (hereinafter referred to as "the Apartment") 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 Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).
- (ii) agrees to sell to the Allottee balcony/verandha 1 having area admeasuringsq. metres/sq. feet forming part of the apartment for the consideration of
- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee balcony/verandha 2 having area admeasuringsq. metres/sq. feet forming part of the apartment for the consideration Rs./-
- (iv) agrees to sell to the Allottee wash area balcony having area admeasuringsq. meters/sq. Feet forming part of the apartment for the consideration of
- (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. meters/sq. Feet forming part of the apartment for the consideration of 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 apartment mentioned herein above from clause 1 a (i) to (vii) is thus Rs. _____ /-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs _____ (Rupees _____) 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.

1(d)

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

1(e)

Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments

Promoter.

1(g)

Clause 1(a) of this Agreement.

1(h)

to adjust his payments in any manner.

multi-storied building /wing.

certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3.
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

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

that the declared proposed FSI shall belong to Promoter only.

amount is payable by the allottee(s) to the Promoter.

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

notice period, promoter shall be entitled to terminate this Agreement.

the Promoter.

5.

building and the Apartment as are set out in Annexure 'C', annexed hereto.

6.

the Promoter received the sum till the date the amounts and interest thereon is repaid.

situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

promotor to the Allottee intimating that the said Apartments are ready for use and occupancy.

continue to be liable to pay maintenance charges as applicable.

Promoter.

8.

parking vehicle.

9.

may be, or any other Competent Authority.

9.1

contribution of Rs. per month towards the outgoings. The amounts

aforesaid.

10.

in any other provisions of this agreement.

11.

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.

12.

charges payable, by the said Society or Limited Company on such conveyance or lease or any

structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has 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. 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 relation to the Project, project land, Building/wing and common areas;
- vi. created herein, may prejudicially be affected;
- vii. manner, affect the rights of Allottee under this Agreement;
- viii. 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. respect to the said project to the competent Authorities;
- xi. title report.

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

i.

thereof without the consent of the local authorities, if required.

ii.

the breach.

iii.

concerned local authority and/or other public authority.

iv.

Promoter and/or the Society or the Limited Company.

v.

insurance.

vi.

building in which the Apartment is situated.

vii.

situated.

viii.

any purposes other than for purpose for which it is sold.

ix.

the Allottee to the Promoter under this Agreement are fully paid up.

x.

of this Agreement.

xi.

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

xii.

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

15.

shall utilize the amounts only for the purposes for which they have been received.

16.

property of the Promoter until the same is transferred as hereinbefore mentioned.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the

and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

18. **BINDING EFFECT**

the concerned Sub- Registrar as and when intimated by the Promoter. If the

interest or compensation whatsoever.

19. 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.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the

Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23.

TO IN THE AGREEMENT

[Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. FURTHER ASSURANCES

transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter 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 _____.

26.

prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27.

specified below:

Name of Allottee

(Allottee's Address) Notified Email ID: _____

M/s S P Developers

T.P.-24,B-291-to294 ,Opp Radhe Residency, Nr. Sudama Chowk Mota Varachha, Surat, he

received by the promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES

purposes to consider as properly served on all the Allottees.

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

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority

Regulations, thereunder.

31. GOVERNING LAW

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and first above written. _____

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

Second Schedule Above Referred to here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

in the presence of WITNESSES:

1. Name _____
Signature _____

2. Name _____
Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

(Authorized Signatory) WITNESSES:

Please affix
photograph
and sign across
the photograp

Name _____

Signature _____

Name _____

Signature _____

—
the parties to the Agreement.

SCHEDULE 'A'

FOUR DIRECTIONS

SCHEDULE 'B'
FLOOR PLAN OF THE APARTMENT

ANNEXURE -A

by the Allottee as approved by the concerned local authority)

ANNEXURE -B

Regulatory Authority)

ANNEXURE – C
(Specification and amenities for the Apartment)

Received of and from the Allottee above named the sum of Rupees on
execution of this agreement towards Earnest Money Deposit or application fee I say received.

The Promoter/s.

