

RERA registration No.:
PR/GJ/GANDHINAGAR/GANDHINAGAR/Others/RAA00942/071217

AGREEMENT FOR SALE
(Without Possession)

THIS Agreement for Sale(Banakhat) is executed at Gandhinagar on thisday of
the Month.....of the year 2019

BETWEEN

THE PROMOTER
THE VENDOR

Mr. VINUBHAI MOHANBHAI ZALAVADIYA
as an individual and as a Sole Proprietor of
M/s. MEGHA DEVELOPERS
PAN. ABCPP 1724 D
aged about 56 years, occ. Construction, Religion Hindu,
Residing at A-32, Monapark Society, India Colony Road,
Ahmedabad-382345.

(Hereinafter called the “Promoter”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assignees and his said proprietorship firm MEGHA DEVELOPERS)

AND

THE PURCHASE/s

1.....

PAN.

aged about years, occ.: Service/House Wife,
Religion Hindu

Residing at :

2.....

PAN.

aged about years, occ.: Service/Business,
Religion Hindu

Residing at :

(Hereinafter called the “Purchaser/s”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and the purchaser/s shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS,

The promoter/the vendor said Shri Vinubhai M. Zalavadiya is the Sole proprietor of said “MEGHA DEVELOPERS” having its’ office/or postal Address at A-32, Monapark Society, India Colony Road, Ahmedabad-382345. The promoter/the vendor have floated/ constructed a project consisting residential flats named as “MEGH MALHAR” is the owner and occupier of N.A. land for the residential purpose bearing Final Plot No.76 of Draft Town Planning Scheme No.9 (Vasana-Hadmatiya-Saragasan-Uvarsad-Tarapur-Vavol) containing by admeasurements 9470 sq.mtrs. (given in liue of land of Survey No.630 admeasuring 14569 sq.mtrs.) situate, lying & being at Moje : **Uvarsad**, Taluka : **Gandhinagar**, Revenue District Gandhinagar in the Registration District & Sub-District of **Gandhinagar**, which is bounded as under,

Towards the East	:-	24 mtrs. T.P.Road
Towards the West	:-	18 mtrs. T.P.Road
Towards the North	:-	Final Plot No.75,122 & 120
Towards the South	:-	Final Plot No.78 & 54

Now onwards said 9470 sq.mtrs. Non-Agricultural land having four boundaries mentioned hereinabove bearing Final Plot No.76 of Draft Town Planning Scheme No.9 (Vasana-Hadmatiya-Saragasan-Uvarsad-Tarapur-Vavol) shall also be referred to as **“said entire land”** and said **“MEGH MALHAR”** project shall also be referred to as **“said project”** and said MEGHA DEVELOPERS – a proprietorship firm of said Shri Vinubhai M. Zalavadiya shall also be referred to as **“Said Developer”** in this Agreement for Sale without possession.

In the said scheme known as **“MEGH MALHAR”** introduced on the land within above four boundaries, Block Number-A (14 flats - 4 BHK), Block Number-B (12 flats - 3 BHK), Block Number-C (12 flats - 3 BHK), Block Number-D (12 flats - 3 BHK), Block Number-E (12 flats - 3 BHK), Block Number-F (14 flats - 4 BHK), Block Number-G (14 flats - 4 BHK), Block Number-H (12 flats - 3 BHK), Block Number-I (12 flats - 12 BHK), Block Number- J (12 flats - 3 BHK) and Block Number-K (12 flats - 3 BHK) totally 11 Block and 138 Apartments/ Flats.

The Collector, Gandhinagar District has granted N.A. Permission for Residential use on said 9470 sq.mtr. land by order bearing No. C.B./JAMIN/TATKAL/B.KHE./S.R.22/15/VASHI.1433 to 1447/2016, dtd. 21-01-2016. Entry to this effect is entered in the revenue record of said land on 30-07-2016 by Entry No.15208, which is certified by circle officer Gandhinagar-the Competent Revenue Authority on 13-09-2016.

- B. The promoter/the vendor Vinubhai Mohanbhai Zalavadia has purchased said 9470 sq.mtr N.A. land bearing Final Plot No.76 of Town Planning Scheme No.9 (Vasana-Hadmatiya-Saragasan -Uvarsad-Tarapur-Vavol) and floated a project in the name & style of **“MEGH MALHAR”** (said project) on said 9470 sq.mtr N.A. land and has started to make/to build the construction as per below mentioned final layout plan and revised plan of/for the construction approved by Gandhinagar Urban Development Authority (GUDA) and permission for construction (Rajachiththi) obtained from Gandhinagar Urban Development Authority (GUDA) mentioned hereunder in column D & E.
- C. The promoter/the vendor is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the promoter/the vendor regarding the flat/ apartment described in schedule.
- D. junior Town Planner, Gandhinagar Urban Development Authority (GUDA), Gandhinagar has sanctioned the plan of construction on said N.A. land of Final Plot No.76 by No.PRM/UVARSAD/104/09/ 2017/5738/2017, dtd 16-10-2017.

- E. The promoter/the vendor has obtained the final layout plan approvals for the Project from Gandhinagar Urban Development Authority (GUDA). The promoter/the vendor agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The promoter/the vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority (RERA), Government of Gujarat at Gandhinagar on 07-12-2017 under Project Registration No.PR/GANDHINAGAR/GANDHINAGAR /Others/EAA00942/071217;
- G. The Purchaser/s had applied for apartment/flat in said Project vide application No.____ - ____dated____ - ____ and has/have been allotted Apartment/flat No. having carpet area of **sq.mtrs.** along with Wash area admeasuring about **Sq.mtrs** and Balcony area admeasuring about **sq.mtrs** on **floor** in **Block No.....** of said project having common parking for all Apartment/flat holders i.e. purchaser/s, as permissible under the applicable law and of pro rata/proportionate share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment/ Flat" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- H. The Parties have gone through all the terms and conditions set out in this Agreement for Sale without possession and understood the mutual rights and obligations detailed herein;
 - i. There are 2(Two) car parkings for every Apartment. Provisions for the car parking facility is made **in basement and on Ground Floor** of every block.
 - ii. There are 2(Two) Lift/s in every block
- I. Flat owners of each Block should use & maintains Terrace in common always keeping it opened.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the promoter/the vendor hereby agrees to sell and the Purchaser/s hereby agree to purchase the Apartment/Flat.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this indenture of Agreement for sale, the promoter/the vendor agree to sell to the Purchaser/s and the Purchaser/s hereby agree to purchase, the Apartment/Flat as specified in Para G;

- 1.2 The Total Price for the Apartment/Flat based on the carpet area is **Rs.-00 (Rupees Only)**

Break up of the amounts

- (i) Rs.....-00 is towards the carpet area of the Apartment/Flat.
- (ii) Rs.....-00 is towards the Wash Area Balcony.
- (iii) Rs.....-00 is towards the Balcony.

Explanation:

- (i) The total price above includes the booking amount paid by the purchaser/s to the promoter/the vendor towards the Apartment /Flat;
- (ii) The Total Price above excludes Taxes, GST 12 %, stamp duty, registration fee, Advocate fee & miscellaneous exp. etc.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the purchaser/s to the promoter shall be increased/reduced based on such change/ modification;

- (iii) The promoter/the vendor shall periodically intimate to the Purchaser/s, the amount payable as stated in (i) above and the Purchaser/s shall make payment within 21(Twenty One) days from the date of such written intimation. In addition, the promoter/the land lord/the vendor shall provide to the Purchaser/ s the details of the taxes paid or demanded alongwith the acts/rules/notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;
- (iv) The total price of Apartment/Flat includes: pro rata share in the Common Areas as provided in the Agreement.

- 1.3 The total price is escalation-free, save and except increases which the Purchaser/s hereby agrees to pay, 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 from time to time. The promoter/the vendor undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost/charges imposed by the competent authorities, the promoter/the vendor shall enclose the said notification/order/ rule/ regulation to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.
- 1.4 The Purchaser/s shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The promoter/the vendor may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser/s by discounting such early payments @ - % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser/s by the promoter /the vendor.
- 1.6 It is agreed that the promoter/the vendor shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment or building, as the case may be, without the previous written consent of the Purchaser/s. Provided that the promoter/the vendor may make such minor additions or alterations as may be required by the Purchaser/s, or such minor changes or alterations as per the provisions of the Act.
- 1.7 The promoter/the vendor shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the project/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 the three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter/the vendor. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser/s within 45(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 Purchaser/s. If

there is any increase in the carpet area allotted to Purchaser/s, the Promoter shall demand that from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the promoter/the vendor agree and acknowledges, the Purchaser/s shall have the right to the Apartment/Flat as mentioned below:

- (i) The Purchaser/s shall have exclusive ownership of the Apartment/Flat.
- (ii) The Purchaser/s shall also have undivided proportionate share in the Common Areas. Since the share/interest of Purchaser/s in the Common Areas is undivided and cannot be divided or separated, the Purchaser/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter/the vendor shall convey undivided proportionate title in the common areas to the association of purchaser/s as provided in the Act;

The purchaser/s hereby declare that the promoter/the vendor have informed to him/her/them that Terrace above all Block is common for all flat holder/owners of **"MEGH MALHAR"**. Further that said all Block Flat holder/owner should use said Terrace keeping it open and they are not permitted to make any kind of construction in/on/over said Terrace.

- (iii) That the computation of the price of the Apartment/Flat includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the promoter/the vendor and the Purchaser/s agrees that the Apartment/Flat shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser/s. It is clarified that Project's

facilities and amenities shall be available only for use and enjoyment of the Purchaser/s of the Project.

- 1.10 It is understood by the Purchaser/s that all other areas and i.e. areas and facilities falling outside the Project, namely “**MEGH MALHAR**” shall not form a part of the declaration to be filed with Gandhinagar Urban Development Authority (GUDA) to be filed in accordance with the Acts of Gujarat State.
- 1.11 The promoter/the vendor agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchaser/s, which it has collected from the Purchaser/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the party of the promoter/the vendor fails to pay all or any of the outgoings collected by it from the Purchaser/s or any liability, mortgage loan and interest thereon before transferring the apartment/flat to the Purchaser/s, the promoter/the land lord/the vendor agree to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.
- 1.12 The Purchaser/s has/have paid a sum of **Rs.....-00 (Rupees Only)** to the vendor in the mode written hereunder as booking amount being part payment towards the total price of the Apartment/Flat at the time of application, the receipt of which the Promoter hereby acknowledges and the Purchaser/s hereby agree to pay the remaining price of the Apartment/Flat as prescribed in the Payment Plan as may be demanded by the party of the promoter/the vendor within the time and in the manner specified therein:

Rs.....-00 (Rupees Only) by Cheque No..... dtd.....
of Bank, Branch,.....

Total Rs.....-00 (Rupees Only)

Provided that if the purchaser/s delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the promoter/the vendor abiding by the construction milestones, the Purchaser/s shall make all payments, on demand by the promoter/the vendor, within the stipulated time as mentioned in the Schedule C–Payment Plan of this Agreement for Sale through A/c Payee cheque/demand draft or online payment (as applicable) in favour of “the promoter” payable at Gandhinagar.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Purchaser/s, 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 and Rules and Regulations made there under 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 promoter/the vendor with such permission, approvals which would enable the promoter/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 Purchaser/s understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/ they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The promoter/the vendor accept no responsibility in this regard. The Purchaser/s shall keep the promoter/the vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the promoter/the vendor immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf

of any Purchaser/s 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 Purchaser/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

- 1.13 Time is of essence for the Promoter as well as the Purchaser/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Flat to the Purchaser/s and the common areas to the association of the purchaser/s after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her/ it/they and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule-C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Purchaser/s has seen the specifications of the Apartment/Flat and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the promoter/the vendor undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the State of Gujarat and shall not have an option to make any variation/alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/FLAT

- 7.1 Schedule for possession of the said Apartment/Flat: the promoter /the vendor agrees and understands that timely delivery of possession of the

Apartment/Flat is the essence of the Agreement. The promoter/the land lord/the vendor, based on the approved plans and specifications, assures to hand over possession of the Apartment/Flat on 31-12-2020, unless there is delay or failure due to non or less availability of material and for construction/strike/courts order/political reasons and war, flood, drought, fire, cyclone, tsunami, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/s agrees that the party of the promoter/the vendor shall be entitled to the extension of time for delivery of possession of the Apartment/Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Purchaser/s the entire amount received by the promoter/the vendor from the allotment within 45- days from that date. After refund of the money paid by the Purchaser/s, Purchaser/s agree that he/she/they will/shall not have any rights, claims etc. against the promoter/the land lord/the vendor and that the promoter/ the vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession - the promoter/the vendor, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment/Flat, to the Purchaser/s in terms of this Agreement to be taken within 3(three) months from the date of issue of such notice and the promoter/the land lord/the vendor shall give possession of the Apartment/Flat to the Purchaser/s. The promoter/the vendor agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoter/ the land lord/the vendor. The Purchaser/s agree(s) to pay the maintenance charges as determined by the promoter/the vendor/association of purchaser/s, as the case may be. The promoter/the land lord/the vendor on its behalf shall offer the possession to the Purchaser/s in writing within 45- days of receiving the occupancy certificate* of the Project.

- 7.3 Failure of Purchaser/s to take Possession of Apartment/Flat: Upon receiving a written intimation from the Promoter as per clause 7.2, the Purchaser/s shall take possession of the Apartment/Flat from the promoter/the vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the promoter/the land lord/the vendor shall give possession of the Apartment/Flat to the purchaser /s. In case the Purchaser/s fails to take possession within the time provided in clause 7.2, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.
- 7.4 Possession by the Purchaser/s - After obtaining the occupancy certificate* and handing over physical possession of the Apartment/Flat to the Purchaser/s, it shall be the responsibility of the promoter/the land lord/the vendor to hand over the necessary documents and plans, including common areas, to the association of the Purchaser/s or the competent authority, as the case may be, as per the local laws.
- 7.5 Cancellation by Purchaser/s shall have the right to cancel/withdraw his/her/its/they allotment in the Project as provided in the Act: Provided that where the purchaser/s proposes to cancel/withdraw from the project without any fault of the promoter/the vendor, the party of the promoter/the vendor herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the purchaser/s shall be returned by the promoter/the vendor to the purchaser/s within 45-days of such cancellation.
- 7.6 Compensation- the promoter/the vendor shall compensate the Purchaser/s in case of any loss caused to him/her/it/them due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment/ Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the purchaser/s, in case the Purchaser/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total

amount received by him in respect of the Apartment/Flat, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Purchaser/s does not/ do not intend to withdraw from the Project, the Promoter shall pay the Purchaser/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment/Flat.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Purchaser/s as follows:

- (i) The promoter/the vendor has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The promoter/the vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment/Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/Flat are valid and subsisting and have been obtained by following due process of law. Further, the promoter/the vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment/Flat and common areas;
- (vi) The promoter/the vendor 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 Purchaser/s created herein, may prejudicially be affected;
- (vii) The promoter/the vendor itself is a developer/builder of said project and 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 said Land, including the Project and the said Apartment/Flat which will, in any manner, affect the rights of Purchaser/s under this Agreement.
- (viii) The promoter/the vendor confirms that the promoter/the vendor is not restricted in any manner whatsoever from selling the said Apartment/Flat to the Purchaser/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the promoter/the land lord/ the vendor shall handover lawful, vacant, peaceful, physical possession of the

Apartment/Flat to the Purchaser/s (*that in case there are Joint Purchaser/s the possession shall be given to the Purchaser/s whose name appears first*) and the common areas to the Association of the Purchaser/s; (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

- (xi) The promoter/the vendor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) The Vendor hereby declares that the Floor Space Index available as on date in respect of the said land is 2.23 square meters only and Vendor has planned to utilize Floor Space Index of 2.23 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 scheme. The Vendor has disclosed the Floor Space Index of 2.23 as proposed to be utilized on the said land in the said scheme and purchaser has agreed to purchase the said Property based on the proposed construction and sale of Properties 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.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- (i) The promoter/the vendor fails to provide ready to move in possession of the Apartment/Flat to the Purchaser/s within the time period specified. For the purpose of this clause, ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

- (ii) Discontinuance of the promoter's/the land lord's/the vendor's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by the promoter/the vendor under the conditions listed above, Purchaser/s is entitled to the following:

- (i) Stop making further payments to the promoter/the vendor as demanded by the promoter/the vendor. If the Purchaser/s stops making payments, the promoter/the vendor shall correct the situation by completing the construction milestones and only thereafter the Purchaser/s be required to make the next payment without any penal interest; or
- (ii) The Purchaser/s shall have the option of terminating this Agreement for Sale in which case the promoter/the vendor shall be liable to refund the entire money paid by the Purchaser/s under any head whatsoever towards the purchase of the apartment, alongwith interest at the rate specified in the Rules within 45(forty-five) days of receiving the termination notice:

Provided that where an Purchaser/s do note does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter/the vendor, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment/Flat.

9.3 The Purchaser/s shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Purchaser/s fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the purchaser/s shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Purchaser/s under the condition listed above continues for a period beyond two consecutive months after notice from the party of the promoter/the vendor in this regard, the promoter/the vendor shall cancel the allotment of the Apartment/Flat in favour of the Purchaser/s and refund the amount money paid to him by the purchaser/s by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The promoter/the vendor, on receipt of complete amount of the Price of the Apartment/Flat under the Agreement from the Purchaser/s, shall execute a

conveyance deed and convey the title of the Apartment/Flat together with proportionate indivisible share in the Common Areas within 3(three) months from the issuance of the occupancy certificate*. However, in case the Purchaser/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser/s authorizes the promoter/the vendor to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Purchaser/s.

The Purchaser/s shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

The promoter/the vendor shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the purchaser/s. The cost of such maintenance has been included in the Total Price of the Apartment/Flat.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter/the vendor as per the agreement for sale relating to such development is brought to the notice of the promoter/the vendor within a period of 5(five) years by the Purchaser/s from the date of handing over possession, it shall be the duty of the promoter/the vendor to rectify such defects without further charge, within 30(thirty) days, and in the event of the promoter's/the vendor's failure to rectify such defects within such time, the aggrieved Purchaser/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF PURCHASER/S TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Purchaser/s hereby agrees to purchase the Apartment/Flat on the specific understanding that his/her/its'/their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of purchaser/s (or the maintenance agency appointed by it) and performance by the Purchaser/s of all his/her/its'/their obligations in

respect of the terms and conditions specified by the maintenance agency or the association of purchaser/s from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The promoter/the vendor/maintenance agency/association of purchaser/s shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Purchaser/s agrees to permit the association of purchaser/s and/or maintenance agency to enter into the Apartment/Flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement and service areas, if any, as located within the “**MEGH MALHAR**”, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, intercom facility to each flat, decorative entrance foyer, children park with landscape garden, Club house & community facility, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of purchaser/s formed by the Purchaser/s for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Purchaser/s shall, after taking possession, be solely responsible to maintain the Apartment/Flat at his/her/its'/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment/Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment/Flat and keep the Apartment/Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser/s further undertakes, assures and guarantees that he/she/it/they would not put any

sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the project/Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser/s shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/s shall not store any hazardous or combustible goods in the Apartment/Flat or place any heavy material in the common passages or staircase of the Building. The Purchaser/s shall also not remove any wall, including the outer and load bearing wall of the Apartment/Flat. The Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of purchaser/s and/or maintenance agency appointed by association of purchaser/s. The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER/S

The Purchaser/s is entering into this Agreement for the allotment of a Apartment/Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser/s hereby undertakes that he/she/it/they shall comply with and carry out, from time to time after he/she/they/has/ have taken over for occupation and use the said Apartment/Flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/Flat at his/her/ its/their own cost.

18. ADDITIONAL CONSTRUCTIONS

The promoter/the vendor undertakes that he has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement for Sale, he shall not mortgage or create a charge on the Apartment/Flat 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 Purchaser/s who has/ have taken or agreed to take such Apartment/Flat.

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Promoter has assured the Purchaser/s that the project in its entirety is in accordance with the provisions of the The Gujarat Flat Ownership Act, 1973. The promoter/the vendor showing compliance of various laws/regulations as applicable in the State of Gujarat.

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

This Agreement for Sale, alongwith its schedules, 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/flat, as the case may be.

23. RIGHT TO AMEND

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

24.PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER /S-SUBSEQUENT PURCHASER/S

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 Purchaser/s of the Apartment/Flat, in case of a transfer, as the said obligations go along with the Apartment/Flat for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

- 25.1 The promoter/the vendor may, at his sole option and discretion, without prejudice to his rights as set out in this Agreement for Sale, waive the breach by the Purchaser/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/s that exercise of discretion by the promoter/the vendor in the case of one Purchaser/s shall not be construed to be a precedent and/or binding on the promoter/the vendor to exercise such discretion in the case of other Purchaser/s.
- 25.2 Failure on the part of the promoter/the vendor to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

If any provision of this Agreement for Sale shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement for Sale and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement for Sale shall remain valid and enforceable as applicable at the time of execution of this Agreement for Sale.

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

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other Purchaser (s) in Project, the same shall be the proportion which the carpet area of the Apartment/ Flat bears to the total carpet area of all the Apartment/Flat in the Project.

28. 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 for Sale 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.

29. PLACE OF EXECUTION

The execution of this Agreement for Sale shall be complete only upon its execution by the promoter/the vendor through itself or through its' authorised signatory at the promoter's/the vendor's Office, or at some other place, which may be mutually agreed between the party of the promoter/the vendor and the Purchaser/s. After the Agreement is duly executed by the Purchaser/s and the promoter/the vendor or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar of Gandhinagar. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

30. NOTICES

That all notices to be served on the Purchaser/s and the promoter/the vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the promoter/the vendor by Registered Post at their respective addresses specified below:

Name of The Promoter /the vendor

Mr. VINUBHAI MOHANBHAI ZALAVADIYA

as an individual and as a Sole Proprietor of

M/s. MEGHA DEVELOPERS

PAN. ABCPP 1724 D

aged about 56 years, occ. Construction, Religion Hindu,

Residing at A-32, Monapark Society, India Colony Road, Ahmedabad-382345.

Notified Email ID: info.meghadevelopers@gmail.com

Name of The Purchaser/s

1.....

PAN.

aged about years, occ.: Service/House Wife, Religion Hindu

Residing at :

2.....

PAN.

aged about years, occ.: Service/Business, Religion Hindu

Residing at :

Notified Email ID:

It shall be the duty of the Purchaser/s and the promoter/the vendor 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/the vendor or the Purchaser/s, as the case may be.

31. JOINT PURCHASER/S

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

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement for Sale shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement for Sale, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled at Gandhinagar through the adjudicating officer appointed under the Act.

"SCHEDULE -A"

SCHEDULE ABOVE REFERRED TO

ALL THAT PIECE OR PARCEL of the Property of **Apartment/Flat No.A-.....** admeasuring **sq.mtr.** (Carpet area as per rera) along with Wash area admeasuring about **Sq.mtrs.** and Balcony area admeasuring about **Sq.mtrs** on **Floor** in **Block No.....** in/of our "**MEGH MALHAR**"- a residential Project constructed/floated on N.A. land for the residential purpose bearing Final Plot No.76 of Draft Town Planning Scheme No.9 (Vasana-Hadmatiya – Saragasan – Uvarsad – Tarapur - Vavol) containing by admeasurements 9470 sq.mtrs. (given in lieu of land of Survey No.630 admeasuring 14569 sq.mtrs.) or thereabouts situate, lying & being at Nr. Parijat House, B/h. Pramukh Nagar,

Mahatma Mandir (KH) Road, off S.G. Road, Gandhinagar, Moje : **Uvarsad**, Taluka : **Gandhinagar**, Revenue District Gandhinagar in the Registration District & Sub-District of **Gandhinagar** alongwith proportionate undivided share in said 9470 sq.mtrs. land and common amenities provided in said “**MEGH MALHAR**” Project.

Said **Flat No.....** in **Block No.....** is bounded as under

Towards the East :-

Towards the West :-

Towards the North :-

Towards the South :-

"SCHEDULE -B"

(Specification and amenities for the Apartment/Flat)

MEGH MALHAR- Specifications (3 & 4 BHK)

Foyer

- Personal entrance foyer for each residence.
- Well designed entrance foyer.

Windows

- Aluminum section with granite frame.

Bath & Toilet

- Wall tiles up to 8ft Height.
- Glass enclosures in Master Bathroom.
- High quality plumbing Bathroom
- Premium (Jaguar or Equivalent) quality bath fitting.

Brick Work & Plaster

- INTERNAL WALLS : Bricks masonry with single coat mala plaster JK or Birla wall putty.
- EXTERIOR : Facade in expose brick work as per architect drawing and double coat plaster

Air Conditioning

- Drawing, Living & Bedrooms with AC Piping and ODU Location.

Flooring

- Entire residency in vitrified Floor Tiles.
- Balcony in rustic tiles flooring.

Connectivity

- Centralized cabling system DTH and USB will be provided in each flat.

Kitchen

- Polished granite platform.
- Superior quality S.S. sink and drain board in kitchen.
- Ceramic tiles up to lintel level.
- Kota shelf in store.

Water Proofing

- Water proofing in all toilet and Powder Room.
- Over head and underground water tank with water meter.
- Concealed lines with PVC/UPVC/CPVC/PPRC pipe.

Electrification

- Concealed copper wiring with modular plate switches will be provided.

-: 25 :-

- All Electrical system will be protected though ELCB/MCB.
- 3 Phase supply for each unit with ISI copper wire.
- Provision of Geyser Point in bathroom.

Doors

- Door architrave in wood.
- Main door in Veneer finish.
- Flush internal doors in colour.
- Superior quality door accessories and hardware.
- Door jamb in nod with polish.

BUILDING SPECIFICATION (Typical Floor)Lobby

- A spacious entrance lobby and a smartly designed lounge space.

Security

- CCTV surveillance.
- 24*7 security personal.
- RFD identification for vehicle entry.
- Intercom

Lift

- Automatic high speed members lifts. (2 lift for each Block)

Flooring

- China mosaic in terrace area.
- Stair/Landing in matt finished granite with anti-skid markings.

Utilities

- POWER BACK UP : DG Set will be provided for lift, common lighting, water supply system, etc. in case of power failure.
- Central water softening system.
- 24*7 bore well.
- Rainwater harvesting.

Structure

- Earthquake resistant R.C.C. frame structure.

Fire & Safety

- Fire sprinkler system, in basement.
- Hollow plinth parking.

Parking

- Basement & ground level parking
- Cement concrete or paver road with speed breaker and safety signage.
- Allotted car parking.

“SCHEDULE-C”

**PAYMENT PLAN BY THE PURCHASER/S OF BALANCE AMOUNT OF SALE
CONSIDREATION**

- (i) Amount of Rs.....-00 (Rupees Only) (not exceeding 30% of the total consideration) to be paid to the Vendor after the execution of Agreement.
- (ii) Amount of Rs.....-00 (Rupees Only) (not exceeding 45% of the total consideration) to be paid to the Vendor on completion of the Plinth of the building or wing in which the said Property is located.
- (iii) Amount of Rs.....-00 (Rupees Only) (not exceeding 70% of the total consideration) to be paid to the Vendor on completion of the slabs including podiums and stilts of the building or wing in which the said Property is located.
- (iv) Amount of Rs.....-00 (Rupees Only) (not exceeding 75% of the total consideration) to be paid to the Vendor on completion of the walls, internal plaster, floorings doors and windows of the said Property.
- (v) Amount of Rs.....-00 (Rupees Only) (not exceeding 80% of the total consideration) to be paid to the Vendor on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Property.
- (vi) Amount of Rs.....-00 (Rupees Only) (not exceeding 85% of the total consideration) to be paid to the Vendor on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Property is located.
- (vii) Amount of Rs.....-00 (Rupees Only) (not exceeding 95% of the total consideration) to be paid to the Vendor 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 Property is located.
- (viii) Balance Amount of Rs.....-00 (Rupees Only) against and at the time of handing over of the possession of the Property to the Purchaser on or after receipt of B.U. Permission / completion certificate.

Total Rs.....-00 (Rupees Only)

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

The Promoter:

The vendor

Mr. VINUBHAI MOHANBHAI ZALAVADIYA

as an individual and as a Sole Proprietor of

M/s. MEGHA DEVELOPERS

(Signature)

(Witness No.1)

(Witness No.2)

Schedule as per Sec.32-A of The Registration Act, 1908

The Promoter:

The vendor
Mr. VINUBHAI MOHANBHAI ZALAVADIYA
as an individual and as a Sole Proprietor of
M/s. MEGHA DEVELOPERS

_____	(Photo)	_____
(Signature)		(Thumb Impression)

The Purchaser/s:
1.....

_____	(Photo)	_____
(Signature)		(Thumb Impression)

2.....

_____	(Photo)	_____
(Signature)		(Thumb Impression)