FILE NO.5800/18

DATE: 22.9.18

Corrected on 22.2.19

DRAFT WITHOUT PREJUDICE

AGREEMENT FOR SALE

[Commercial Units]

THIS ARTICLES OF AGREEMENT MADE AT AHMEDABAD on this______day of _______________, Two Thousand ________________

BETWEEN

Vikas Real Estate Developers LLP through its Partner Vipulkumar Kantilal Pathak, having address at 4, Tirth Nagar part-2, opp. New Nikita Park Society, AHMEDABAD. PAN : AABPO8265G hereinafter called "First Party" or "Vendor" or "Developer", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include First Party and its present and future Partners, their successors, heirs, administrators, authorized signatories and assigns) of the First Part

AND

____________________________, Age: ____ years, Occupation:_______ , PAN:_________ residing at ______________________________, hereinafter called "THE PROSPECTIVE ACQUIRER" or "The Second Party" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include (in case of individual) his/her/their heirs, legal representatives, executors, successors and assigns; (in case of partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of HUF) its members as at present and from time to time and their respective heirs, executors and successors and its (HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Company) its present and future Directors, successors and assigns); of the Second Part,

WHEREAS the First Party is the owner and occupier of Non-Agricultural land admeasuring 2194 sq. mts. [Land admeasuring 1975.50 sq. mts. for Residential Purpose and land admeasuring 218.50 sq. mts. for Commercial purpose] of Final Plot No.13 [land admeasuring 3136 sq. mts. of Block No.554] of Town Planning Scheme No.216 situate, lying and being at Mouje Shilaj, Taluka Ghatlodiya in the Registration District of Ahmedabad and Sub-District Ahmedabad-9 [Bopal] [hereinafter referred to as "the said land" or "Project land"].

District Collector, Ahmedabad granted N.A. Permission to the land admeasuring 2194 sq. mts. [for Residential purpose to the land admeasuring 1975.50 sq. mts. and for Commercial purpose to the land admeasuring 218.50 sq. mts.] of Final Plot No.13 of Town Planning Scheme No.216 by his order No.CB/Jamin-2/N.A./S.R.1916/2015 dtd.18.4.16.

Ahmedabad Municipal Corporation granted Commencement Letter for the construction of residential and commercial units on the said land by Rajachitthi No.__________ dated ___________.

Thus the First Party is sufficiently entitled to construct building on the project land.

Thereafter the Vendor has decided to put up a scheme Residential and Commercial units on the said land in the name and style of **“WEST SIDE ELEGANCE"**.

The Vendor has registered this project under the provisions of the Real Estate [Regulation and Development] Act, 2016 at Registration No.________ on dtd.________ with the Real Estate Regulatory Authority, Gujarat State [Ahmedabad].

Thereafter the Second Party contacted First Party for acquiring Unit in the said Scheme known as **“WEST SIDE ELEGANCE"**. As desired by Second Party, First Party has provided title documents, approved plans, design, specification and relevant documents for his/her/their verification and the second party is/are satisfied in respect of the same. Second Party has also gone through the copies of sanctioned plans and lay out as proposed and title documents given by First Party and according to which the construction of the building and open spaces are proposed to be provided for on the said project and the same have also been inspected by the Second Party and after complete satisfaction, the Second Party has decided to purchase Unit in the said scheme.

COVENANTS AND DECLARATION BY VENDOR/DEVELOPER i.e. First Party:

(1) The First Party shall construct the building as per plans approved by Competent Authority.

(2) The First Party has obtained Title Clearance Certificate on dated 15.9.18 from Advocate and the same is verified by the Prospective Acquirer’s Advocate and after complete satisfaction, the Prospective Acquirer has agreed to purchase the said unit. The same is annexed herewith as **Annexure-A** for the knowledge of the Prospective Acquirer.

(3) The First Party shall pay all outgoing expenses (including Land Cost, Ground Rent, Municipal and other Local Taxes, maintenance charges, Water and Electricity Charges, Interest on project loan if any, G.S.T. and all other applicable taxes and liabilities which are related to the project) until it transfers Physical Possession of the unit alongwith undivided right of common infrastructure to the Prospective Acquirer.

(4) The First Party has prepared the Schedule of stage wise completion of the entire project in consultation with its Architects/Engineers and the same is annexed herewith as **Annexure-B** for the knowledge of the Prospective Acquirer. The Vendor is committed to complete the stage wise work of construction and development of the said scheme, however he shall not be held liable for breach of this condition for any Force majure/ Act of God or reasons beyond their control.

(5) The proposed project shall be developed and completed by the

Vendor in accordance with the sanctioned Plans and Specifications as approved by the Competent Authority, annexed as **ANNEXURE-C** hereto and the same is verified by Prospective Acquirer through his/her/their Engineer and after complete satisfaction the Prospective Acquirer has agreed to purchase the said unit.

(6) The First Party shall obtain all insurance of Building and construction as part of Real Estate Project and be liable to pay the Premium and Charges till the B.U. Permission is obtained.

(7) On Completion of construction the Vendor will execute sale/transfer deed in favour of Prospective Acquirer. Vendor shall also obtain Completion Certificate from Competent Authority. The common amenities and the common construction of the scheme will be occupied by Maintenance Entity which will be formed by Unit Purchasers on completion of scheme hence as per the legal requirement of RERA in future if it is necessary to transfer the undivided common area and common amenities and construction to Maintenance Entity then it is a liability of purchasers of units in the said scheme to transfer the same in favor of Maintenance Entity at their own cost.

(8) The First Party herein shall be responsible for providing and maintaining all essential services till the taking over of the maintenance of the scheme by the Service Society or Maintenance Entity but the maintenance of the scheme shall be done by developer for a period of maximum two years from the date of Building Use Permission from Competent Authority and for that maintenance charges shall be paid by purchaser to developer in advance at the time of taking possession of the unit. After that period, developer will hand over the maintenance services to the service society or Maintenance entity and thereafter the developer will not be responsible for any maintenance of the scheme. The purchase unconditionally agrees for the same and in future the purchaser will not make any objection or dispute in this regards.

(9) The First Party will maintain the said scheme for a maximum period of two years after obtaining B.U. Permission and for the said maintenance Prospective Acquirer has to pay fixed charge of Rs.______ and for the future maintenance a lump sum amount of Rs.______ per sq. ft. will be paid by the Prospective Acquirer to the Maintenance Entity for future maintenance and the Prospective Acquirer herein has no objection to pay the same as they find these charges reasonable according to prevailing market rates.

(10) The First Party herein states that the entire Project/Scheme will be completed on dated 31.12.2024 except for the reasons beyond their control like natural calamity, fire, earth-quake, flood, riots, war, etc. or unavailability of material.

(11) The Second Party and majority of Unit Holders shall enable the formation of Society or Maintenance Entity to be registered under the provisions of applicable Law/Act, and every Prospective Acquirer shall become member of that Society/Association/Maintenance Entity. This will be done when majority units are booked in the said scheme.

The First Party shall give possession of the Unit to the Prospective Acquirer on or before day of 31.12.2024 or within three months after obtaining B.U. Permission. If the First Party fails or neglects to give possession of the Unit to the Prospective Acquirer in the said time limit then :

(i) The First Party agrees to pay to the Prospective Acquirer, who does not intend to withdraw from the project, interest at the rate of 9% per annum on all the amounts paid by the Prospective Acquirer, for every month of delay, till the handing over the possession or

(ii) The First Party agrees to refund to the Prospective Acquirer, who intends to withdraw from the project, (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to First Party) within a period of 30 days from the termination admitted by First Party, the amounts already received by First Party in respect of the Unit with simple interest at the rate of 9% per annum, from the date of the First Party received the sum till the date the amounts and interest thereon is repaid. But if the delay is caused due to natural calamity like fire, earthquake, flood, riots, war non-availability of material etc. then under such circumstances the First Party will not be liable for completion of the scheme in the said time limit and Second Party unconditionally agrees to the same.

(iii) The Vendor declares that in the present Agreement for Sale all terms and conditions mentioned in Model Form of Agreement for Sale of Promoter and Allottee in Rule-9 of Real Estate [Regulations and Development] Act 2016 [hereinafter in this Agreement for Sale referred to as “said Act”] are included. However, in spite of that if any condition is not mentioned inadvertently, all such terms and conditions will be applicable to this Agreement for Sale and Vendor is liable for the same. The Vendor declares that in the present Agreement for Sale no terms and conditions of the said Act are violated.

AND WHEREAS on the basis of above declaration made by the Vendor the Prospective Acquirer has/have desired to acquire for him/her/it/them Unit No.________ admeasuring ______ sq. mts. [Carpet Area as per RERA] along with balcony admeasuring ____ sq. mts. on ______ Floor [as per approved plan _____ Floor] along with proportionate undivided right in land inclusive of common area in the scheme known as **“WEST SIDE ELEGANCE"** constructed on Non-Agricultural land admeasuring 2194 sq. mts. [Land admeasuring 1975.50 sq. mts. for Residential Purpose and land admeasuring 218.50 sq. mts. for Commercial purpose] of Final Plot No.13 [land admeasuring 3136 sq. mts. of Block No.554] of Town Planning Scheme No.216 situate, lying and being at Mouje Shilaj, Taluka Ghatlodiya in the Registration District of Ahmedabad and Sub-District Ahmedabad-9 [Bopal].

This Unit is more particularly described in the SCHEDULE hereunder written (Hereinafter referred to as “THE SAID UNIT”).

The Vendor herein has decided to sell the said Unit along with the undivided usage right of common amenities and common areas to the Prospective Acquirer and in future if it is required by law then the Prospective Acquirer along with other unitholders have to transfer his/her/their undivided common rights and common areas to the Service Society or any other Maintenance Entity [which is yet to be formed] at his/her/their own cost and for that the Vendor will have no liability.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The Prospective Acquirer has/have perused, understood, approved and explained to themselves the agreements, documents, papers and writings relating to the Said Lands. He/she/it/they has/have also made himself/herself/itself/themselves aware about the documents to be executed and the permissions to be obtained, the work thereof in progress. The Prospective Acquirer have also been given the plans and specifications of the Unit, the plans and specifications for construction of infrastructures and other particulars of the Scheme.

2. The **“WEST SIDE ELEGANCE"** Scheme will have the facilities which the Prospective Acquirer has/have seen and approved. The Prospective Acquirer has/have also agreed with First Party that First Party may make such Minor changes, additions, omissions, modifications or alterations in the scheme as may be required to be done by the Government or any other concerned authorities which First Party may consider desirable for the improvement of scheme and this shall operate as an irrevocable consent of the Prospective Acquirer for making such changes, additions, omissions, modifications or alterations. However, any major changes/deviations in the scheme shall be carried out with majority of members’ consent. In any case the members shall be kept informed/updated about the changes in the scheme. The List of common amenities/facilities is annexed as **ANNEXURE-D.**

   The First Party shall be entitled to sell appurtenant terrace to the respective Unit Holders. 12th Floor [1] Flat No._____ Holder and [2] Flat No._____ Holder will have individual, independent occupancy right of the terrace of 11th Floor [1] Flat No._____ and [2] Flat No._______ respectively. Terrace adjoining to First Floor Flat will be in individual occupancy.

   The Vendor is entitled to revise the plans of the building and if the plans of the said Unit i.e. the Unit agreed to be sold to Prospective Acquirer is not changed then under such circumstances the sanction of Prospective Acquirer is not required for sanction of revised plan.

3. First Party has agreed to make available the Said Unit to the Prospective Acquirer with clear and marketable title. The title is verified by Advocate as per available revenue and registration record

and on photo copies of documents produced before Advocate with note. The Prospective Acquirer has also verified the titles of the said Unit and Scheme through his/her/their Legal Advisors and after satisfying himself/herself/themselves have decided to purchase the said Unit. In future the Prospective Acquirer is not entitled to raise any objection or query regarding the titles of the said Unit or scheme. The work of construction of Unit is in progress.

4. The Vendor/Unit Holder of the said Scheme shall enable the formation of Association/Society/Maintenance Entity to be registered within 3 months of the majority of the allottees having booked their Unit. The Prospective Acquirer has to be a member of Proposed Service Society/Maintenance Entity to be formed for the maintenance of the said scheme and as the Second Party has agreed to the same, the said Unit is booked in his/her/their name. If Second Party fails to observe all the terms and conditions/rules & regulations and resolutions of the proposed society/Maintenance Entity or other conditions put up by the First Party then automatically the Agreement for Sale stands cancelled and the First Party is authorised to transfer the said Unit to any other person.

5. The First Party has agreed to reserve for conferment the Said Unit to the Prospective Acquirer, strictly in accordance with and subject to the other terms and conditions herein, at or for the total amount of Rs.__________/- (Rupees _____________ Only) and Rs.______________/- (Rupees ______________________ Only) is paid by the Prospective Acquirer as Booking Amount. (hereinafter referred to as "THE SAID AMOUNT"). The Prospective Acquirer has paid Booking Amount as per following details:

Rs.__________/-	[Rupees ______________ only] by cheque No.________ dated _____________ drawn on _____________ Bank, ____________ Branch.
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Rs._________/-	(Rupees _____________ Only)
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(hereinafter referred to as "THE SAID AMOUNT"). The said amount will be treated as part payment of sale consideration.

6. The details of the Unit booked is given hereunder:

Unit No._______ admeasuring about _______Sq. Mts. [Carpet Area as per RERA] along with proportionate undivided right in project land.

REGULAR PAYMENT PLAN:

The total sale consideration of the said Unit including the proportionate consideration of common areas agreed upon between the parties is Rs._________ [Rs.__________________] exclusive of Stamp Duty, Registration Charges, Legal Fees, A.M.C. charges, Power Company charges, Fire Fighting Equipments, Maintenance Charges, Maintenance Deposit etc. and additional charges payable to Govt. authorities due to any change in the present levies.

The total sale consideration of the said Unit excludes GST and Cess or any other similar taxes in connection with the construction of the project up to the date of handing over the possession of the said Unit and Purchaser has to pay all such taxes as additional charges.

The Vendor declares that the total consideration is escalation-free, save and except increase which the Prospective Acquirer 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. Vendor undertakes and agrees that while raising a demand on the Prospective Acquirer for increase in development charges, cost/charges imposed by the competent authorities, Vendor shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Prospective Acquirer, which shall only be applicable on subsequent payments.

After deducting the booking amount the purchaser shall pay the balance amount as per the Regular Payment Plan mentioned in Schedule of Payment according to stage-wise construction which is annexed herewith **Annexure –B.**

At the time of execution of Sale Deed in favour of Prospective Acquirer Maintenance charges/deposit will be paid by the Prospective Acquirer directly to the Service Society/Maintenance Entity. Out of which a cheque of Rs._______/- will be paid to the Vendor for lump sum maintenance of the said scheme for a period not more than two years from the date of B.U.Permission and a cheque of Rs.________/- will be paid by the Prospective Acquirer to the Service Society for the future maintenance of the said scheme which will be maintained by the Service Society/Maintenance Entity.

7. It is hereby expressly agreed that time for payment of each of the aforesaid installment shall be the ESSENCE OF THIS AGREEMENT. In the event of the Prospective Acquirer making any default on the occurrence of the following events:

[a] In case the Prospective Acquirer fails to make payments of installments after demands made by Vendor as per the payment plan annexed hereto, despite having been issued notice in that regard the Prospective Acquirer shall be liable to pay interest

to Vendor on the unpaid amount at the rate of 9.00% as specified in the Rules of the Real Estate [Regulation and Development] Act, 2016.

[b] In case the default by the Prospective Acquirer under the condition listed above continues for a period beyond 2 consecutive months after notice from Vendor/Developer in this regard, the Vendor/Developer shall cancel the allotment of the Unit in favour of the Prospective Acquirer and refund the amount money paid to him/it/them/her by the Prospective Acquirer after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Prospective Acquirer will have no right, title, interest on the said Unit after cancellation of this Agreement.

8. [a] Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Prospective Acquirer as per the agreement shall offer in writing the possession of the Unit to the Prospective Acquirer in terms of this agreement to be taken within 3 [three] months from the date of issue of such notice and the Vendor shall give possession of the Unit to the Prospective Acquirer. The Vendor agrees and undertakes to indemnify the Prospective Acquirer in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Prospective Acquirer agree[s] to pay the maintenance charges as determined by the Vendor or association of Prospective Acquirers, as the case may be. The Vendor on its behalf shall offer the possession to the Prospective Acquirer in writing within 7 days of receiving the occupancy certificate of the Project.

The Prospective Acquirer shall take possession of the Unit within 15 days of the written notice from the Vendor to the Prospective Acquirer intimating that the said Unit are ready for use and occupancy.

[b] Upon receiving a intimation from Vendor the Prospective Acquirer shall take possession of the Unit from Vendor by executing necessary indemnities, and Vendor shall give possession of the Unit to the Prospective Acquirer. In case the Prospective Acquirer fails to take possession within the time provided hereinabove, such Prospective Acquirer shall continue to be liable to pay maintenance charges as applicable.

[c] Except for occurrence of a Force Majeure event, if Vendor fails to complete or is unable to give possession of the Unit [i] In accordance with the terms of this Agreement, duly completed by the date specified herein; or [ii] due to discontinuance of its business as Developer on account of suspension or revocation of the registration under the Act; or for any other reason; Vendor shall be liable, on demand to the Prospective Acquirer, in case the Prospective Acquirer wishes

to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the Unit, 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 Prospective Acquirer does not intend to withdraw from the Project, Vendor shall pay the Prospective Acquirer interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit.

[d] If within a period of five years from the date of handing over the Unit to the Purchaser, the Purchaser brings to the notice of the First Party any structural defect in the said Unit or the building in which the said Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the First Party at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the First Party, compensation for such defect. The First Party 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 First Party or beyond the control of the First Party.

9. The Prospective Acquirer has/have right to cancel this Agreement without any fault of Vendor, within 30 days from date of execution of this Agreement for Sale but after that the cancellation of Agreement can be done only as per the terms and conditions of this agreement.

10. First Party shall, in respect of any amount remaining unpaid by the Prospective Acquirer under the terms and conditions of this agreement have a first lien and charge on the Said Unit.

11. Nothing contained in this Agreement shall be construed so as to confer upon the Prospective Acquirer any right, title or interest of any kind whatsoever in, to or over the Said Unit. Such conferment shall take place only after each of the following conditions is satisfied :

    (a) First Party has received all the payments due to it/them under the terms of this Agreement from the Prospective Acquirer.

    (b) The Prospective Acquirer has duly and properly observed the terms and conditions contained herein.

    (c) The Prospective Acquirer is/are finally conveyed the Said Unit, by First Party.

12. The Prospective Acquirer have fully understood the calculation of Carpet area as per RERA and the said calculation is also verified through their Engineer or Consultant and in future the Prospective Acquirer will not raise any dispute or query regarding the Carpet area as per RERA. It is also agreed and understood between the parties that the First Party will execute the Conveyance Deed of the said Unit on the

basis of Carpet area as per RERA only and the consideration amount of the said Unit paid by the Purchaser to the Vendor is as per the Carpet Area as per RERA and remaining undivided usage right of common amenities is also included in said consideration.

13. **Car parking will be allotted by Service Society/Maintenance Entity to each Flat Holder. Shop owner will have front parking and they will not have any access in common plot and in side. Front side marginal land will be used for parking of Ground Floor and First Floor Shops.** If additional car parking is available then the said parking will be allotted on "first come first serve basis" by Service Society but the additional car parking will be allotted as per the wish/convenience of Service Society and Prospective Acquirer is not entitled to raise any objection in this regard. The prospective acquirer herein has agreed to such arrangement and waived his/her/their right and will not raise any objection of any nature to such arrangement in the future on any ground whatsoever. **[Vendor may change this as per his arrangement of parking]**

14. In future if any additional deposit is required by Service Society/Maintenance Entity for the maintenance of the said scheme, the Service Society/Maintenance Entity of the said scheme may allot exclusive undivided right of a part of the terrace to the top floor Unit Holder of the said scheme or if any additional construction is sanctioned on the top floor terrace then the said Unit Holder will be entitled to have exclusive usage right of appertunce terrace and the terrace above the new construction will be common for all Unit Holders. The Service Society/Maintenance Entity will allot individual, independent usage right to such Unit Holders after collecting deposit amount as decided by the Service Society/Maintenance Entity. The said deposit amount will be deposited in the a fixed deposit account and its interest will be used for maintenance purpose. Thus the Unit Holders will have lesser burden towards maintenance charges and the maintenance of the said scheme will be done in a better way. Terrace of the building will always remain with the Service Society in its occupation and the terrace above the lift, stair cabin, lift cabin, water tank will always remain as a common terrace between all the Unit Holders and that can be utilized for putting T.V.Disc and other electric equipments. The Prospective Acquirer agrees and confirms the said arrangement and in future the Prospective Acquirer will not make any dispute for the said arrangement.

As per the prevailing laws the First Party has utilized the available F.S.I. but in future if there is any change and additional F.S.I. is available or T.D.R. is purchased **then if sanction of revised plan is necessary then Vendor-Promoter will obtain permission from 2/3rd Unit Holders** and thereafter the First Party will construct additional units on the terrace of the said building and under such circumstances the terrace allotted will be automatically transferred on the terrace of newly constructed unit and under such circumstances no

Unit Holder is entitled to take any objection or dispute and the said additional F.SI. can also be transferred to another project of First Party.

The Prospective Acquirer shall be bound from time to time to sign papers or documents and to do all other things as First Party may require him/her/it/them to do from time to time for safeguarding the interest of First Party and other Prospective Acquirers. Failure to comply with the provisions of this Clause will render this Agreement ipso facto to come to an end.

15. The rights and interest of the Prospective Acquirer herein, and other Prospective Acquirers of the Unit Scheme, shall be subject to the overall powers and authorities of First Party, in any of the matter concerning the Project and development thereof and all amenities pertaining to the same and in particular First Party shall have absolute authority and control as regards the undisposed Units and their disposal up to completion of Scheme and settlement of all accounts and dues.

16. The Prospective Acquirer shall have no claim and/or legal title with respect to any part of the Unit Scheme, including but not limited to its common roads, common infrastructure facilities, amenities and services, save and except in respect of the Said Unit agreed to be reserved for him/her/it/them. The Said Facilities shall always be of the ownership and possession of Service Society/Maintenance Entity, and the Prospective Acquirer and others shall be permitted to use, and enjoy the same as per the rules and regulations of Service Society/Maintenance Entity from time to time.

17. All right, title and interest of the Prospective Acquirer is restricted to and to be read, understood and interpreted in relation to the Said Unit only, and all other constructed-covered-un-covered-open spaces-areas-portions, open margin lands, infrastructures, developments, amenities, facilities and services shall belong to First Party till completion and sale of all Units. The Prospective Acquirer shall at no time demand partition of his/her/it/their interest from the entire Scheme. It being agreed and declared by the Prospective Acquirer that his/her/its/their interest in the Scheme shall be indivisible.

18. So long as the said Unit shall not be separately assessed for taxes, water rates, electricity bills, all other taxes and outgoings etc. the Prospective Acquirer, after taking possession of the Said Unit, shall pay to First Party/Service Society such amount as may be fixed from time to time. Further, until the Said Unit, can separately be assessed for payment of cost, charges and expenses, the Prospective Acquirer shall continue to pay proportionate portion of such amount, cost, charges and expenses as may be fixed by First Party from time to time. After the Said Unit is separately assessed, then such payments will have to be made by the Prospective Acquirer directly on actual basis.

19. It is hereby agreed that the Prospective Acquirer shall not put or allow to be put any Name Plate, Sign Board and/or any other kind of display of any nature, on the compound wall, gate and/or on the exterior side of the development to be planned and/or in the open outer wall of the Said Unit, except specific space provided by First Party, without the written consent of First Party.

20. The Prospective Acquirer shall use the Said Unit for Commercial purpose only and shall not permit the same to be used for residential purposes or which may or is likely to cause nuisance or annoyance to occupiers of the other Units or for any illegal or immoral purposes.

21. The Prospective Acquirer shall not use the said Unit for manufacturing any items, or as pan parlours, as flour mill, automobile garage, residential hotel, storing chemicals or for hira-ghanti, and for any other purpose which may be objectionable to the said Service Society/Maintenance Entity Vendor and other occupiers of Unit.

22. The Prospective Acquirer will have undivided right to use common amenities of the Scheme like roads, staircase, lift, etc. with other prospective acquirers of the said scheme but the said facilities are used in a proper way so that other prospective acquirers may not have any grievance/difficulty.

23. The Prospective Acquirer hereby covenants to keep the Said Unit neat, clean and tidy and saved and protected from trespasser, from being illegally used or occupied and to keep construction, sewers, drains, pipes, appurtenances belonging thereto in a good, tenable repair and condition.

24. (a) The Prospective Acquirer shall not without the written permission of First Party let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the Said Unit nor assign, underlet or part with his/her/its/their interest or the benefit thereof or of this agreement or any part thereof until the Prospective Acquirer shall have paid to First Party all the moneys payable to First Party under this Agreement and shall have obtained prior approval of First Party, which may be granted (not obligatory) subject to such conditions as may be imposed by First Party. (b) After conveyance of the Said Unit to the Prospective Acquirer, the Prospective Acquirer shall be entitled to let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of the Said Unit, after obtaining prior written permission of Service Society if the charge is given to Service Society and subject to and in accordance with the terms and conditions laid down by Service Society. In the event the Prospective Acquirer is desirous of selling the Said Unit he/she/it/they shall comply with the following:-

    (i) The Prospective Acquirer shall give 30 days prior notice in writing about their intention to sell the Said Unit, informing about the New Purchaser thereof and shall obtain No Objection Letter from Service Society/Maintenance Entity prior to sale, which shall not be unreasonably withheld by Service Society/Maintenance Entity. The Second Party or Prospective Acquirer at the time of transfer of Unit has to submit the sale deed/conveyance deed before execution of same to the Service Society/Maintenance Entity and only after approval from the Service Society/Maintenance Entity or by advocate appointed by the Service Society/Maintenance Entity or by prevalent Management Committee, the same shall be executed.

(i) At the time of transfer/sale of Unit the Unit Holder has to pay Transfer Fee and other charges at the prevailing rate of Transfer Fee to the Maintenance Society.

(ii) All terms and conditions, otherwise binding to the Prospective Acquirer shall also be binding to the New Purchaser. The New Purchaser shall sign the declaration to that effect at the time of executing the Sale Deed.

25. The said Unit shall be got insured after physical possession is conveyed, with the insurance company against all kind of risks like fire, earth-quake, flood, riots, war, etc. and premium thereon shall be borne and paid by the Prospective Acquirer.

26. Any delay by First Party in enforcing the terms of this Agreement or any forbearance or giving time to the Prospective Acquirer shall not be considered as a waiver on the part of First Party nor shall the same in any manner prejudice the remedies of First Party.

27. It has been specifically agreed and understood by the Prospective Acquirer that the intended conferment of the Said Unit is/may be subject to any scheme for Town Planning, development plan, or any other scheme, arrangement, proposal, acquisition, requisition, by or of any authority or authorities under any law for the time being in force or in force from time to time, or due to purchaser of T.D.R. the additional F.S.I. available will be utilized on the top floor terrace or on the marginal land of ground floor as per the plan sanctioned by the Competent Authority in which event, the First Party may make such variation, changes, additions, omissions or alterations in the scheme for development of such of the said lands or as may become available there-from or at any other or further place, location or otherwise as First Party may deem, fit and proper and all right to develop new lands absolutely belong to First Party. The First Party may, at the request of the Prospective Acquirer, carry out any internal changes or alterations or changes in specifications, at the risk, cost and consequences of the Prospective Acquirer. If these changes, etc. gives rise to any additional cost, the Prospective Acquirer shall be required to pay the same to the First Party as may be certified by the Architect of the scheme or according to the estimate that may be given by the First Party prior to/after the execution of such work.

28. The letters, receipts and/or notices issued by First Party, if the said Unit is purchased by two or more persons then all notices issued will be dispatched through R.P.A.D. or Courier to the address of the Prospective Acquirer No.1 as known to First Party, will be sufficient

proof of receipt of the same by the Prospective Acquirer and shall completely and effectively discharge First Party.

29. If the Prospective Acquirer neglects, omits or fails for any reason whatsoever to pay to First Party/Service Society any part of the amounts due and payable by the Prospective Acquirer under the terms and conditions of this Agreement, within the time hereinbefore specified or if the Prospective Acquirer shall in any other way fails to perform or observe any of the covenants and stipulations herein contained, the First Party shall be entitled to terminate this Agreement. The Prospective Acquirer herein agrees that on First Party's terminating this Agreement, all the right, title and interest of the Prospective Acquirer in the Said Unit and under this Agreement shall cease.

30. The Scheme shall always be known as **"WEST SIDE ELEGANCE"** and this name shall not be changed in any circumstances.

31. The Scheme shall be under the over-all control and management of the First Party and the decision of the First Party in all matters relating thereto including code of conduct, rules and regulations for use, occupation and enjoyment of the common amenities, facilities and services as well as all the infrastructural facilities in the Scheme shall be final, conclusive and binding upon the Prospective Acquirer till the Scheme is completed and all common amenities/facilities are conveyed to maintenance Society/Service Society.

32. Without prejudice to any of the terms and conditions hereinabove, the Prospective Acquirer hereby expressly consents to First Party for any arrangement of raising loan by First Party against security of the property of the scheme except on the Unit that may have been conveyed to the Prospective Acquirers.

33. It has been agreed that if any changes, modifications or alterations are effected by First Party in the Scheme in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Prospective Acquirer, such changes or modifications or alterations shall be binding upon the Prospective Acquirer and to that extent the terms and conditions, rights and obligations of the Prospective Acquirer under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration under any circumstances shall not prejudicially affect the right of the Prospective Acquirer to the conferment of Said Unit.

34. **All partners of Vikas Real Estate Developers LLP has authorized its Partner Vipulkumar Kantilal Pathak to sign Agreement for Sale, Sale Deed and other documents of the Units of the said Scheme.**

35. After the conveyance of the Said Unit is made in favour of the Prospective Acquirer, if anything in or about or relating to the Said Unit is thereafter required to be carried out by the Government, District Panchayat, Local Authority or any statutory authority, the same shall be

carried out by the Prospective Acquirer and First Party shall not be in any manner liable or responsible for the same.

36. After Vendor executes this Agreement he/it/she/they shall not mortgage or create a charge on the Unit and/or Building 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 be paid fully by Vendor before execution of Sale Deed

37. At the time of giving physical possession of the said Unit to the Prospective Acquirer the measurement of Carpet Area mentioned in this Agreement and any short fall in the actual measurement of Carpet Area then proportionate amount will be refunded by the Vendor to the Prospective Acquirer only if the difference in the area is more than 3%.

38. The First Party has declared and announced its scheme by issuing brochures and pamphlets and also inserting advertisements in newspaper and publishing in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.

39. If any misrepresentation/concealment/ suppression of material facts are found to be made by the Prospective Acquirer, the Booking will be cancelled and the amount paid by Prospective Acquirer shall be forfeited and the Prospective Acquirer shall be liable for such Misrepresentation/ Concealment/ Suppression of material facts in all respect.

40. This Agreement shall be binding on the Prospective Acquirer, (in case of individual) his/her/their heirs, legal representatives, executors, successors and assigns; (in case of partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of HUF) its members as at present and from time to time and their respective heirs, executors and successors and its (HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Company) its present and future Directors, successors and assigns and/or any Third Party having or contemplating to have in future any charge or interest on the Said Unit and/or on the construction thereupon, in part and/or as a whole.

41. The Prospective Acquirer hereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.

42. 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.

43. Dispute Resolution:

All disputes and differences whatsoever which shall at any time hereafter (during the continuance of this Agreement for Sale or upon or after its discharge or determination) arise between the parties hereto in respect of, concerning, or arising out of this Agreement for Sale shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder and the Laws of India for the time being in force and the courts at Ahmedabad will have the jurisdiction for this Agreement.

44. The Prospective Acquirer hereby declares that he/she/it/they has/have read, understood and agreed each and every term of this agreement before execution.

ANNEXURE-A
Title Certificate and Title Report

ANNEXURE-B
SCHEDULE OF PAYMENT ACCORDING TO STAGEWISE CONSTRUCTION

Amount of Rs. ………………….. /- (Rupees ……………………….) (not exceeding 30% of the total consideration to be paid to First Party after the execution of Agreement.

Amount of Rs. ………………….. /- (Rupees ……………………….) (not exceeding 45% of the total consideration to be paid to First Party on completion of the plinth of the building or wing in which the said Unit is located.

Amount of Rs. ………………….. /- (Rupees ……………………….) (not exceeding 70% of the total consideration) to be paid to First Party on completion of the slabs including podiums and stilts of the building or wing in which the said Unit is located.

Amount of Rs. ………………….. /- (Rupees ……………………….) (not exceeding 75% of the total consideration) to be paid to First Party on completion of the walls, internal plaster, floorings doors and windows of the said Unit.

Amount of Rs. ………………….. /- (Rupees ……………………….) (not exceeding 80% of the total consideration) to be paid to First Party on completion of the sanitary fittings, staircase lift wells, lobbies upto the floor level of the said Unit.

Amount of Rs. …………………. /- (Rupees ……………………….) (not exceeding 85% of the total consideration) to be paid to First Party on completion of the external plaster, elevation, terraces with waterproofing of the building or wing in which the said Unit is located.

Amount of Rs. …………………. /- (Rupees ……………………….) (not exceeding 95% of the total consideration) to be paid to First Party 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 Unit is located.

Balance Amount of Rs. ………………./- (Rupees ……………………..) against and at the time of handing over of the possession of the Unit to the Prospective Acquirer on or after receipt of occupancy certificate or completion certificate.

ANNEXURE-C
Sanctioned Plans, Layout Plans and Specifications

ANNEXURE-D
The List of common amenities/facilities

Overhead Tanks, Motor, Lift, Common lighting & Parking Paver Blocks.

SCHEDULE

Unit No._______ admeasuring _____ sq. mts. [Carpet Area as per RERA] along with balcony admeasuring ___ sq. mts. on _____ Floor [as per approved plan ____ Floor] along with proportionate undivided right in land inclusive of common area in the scheme known as **"WEST SIDE ELEGANCE"** constructed on Non-Agricultural land admeasuring 2194 sq. mts. [Land admeasuring 1975.50 sq. mts. for Residential Purpose and land admeasuring 218.50 sq. mts. for Commercial purpose] of Final Plot No.13 [land admeasuring 3136 sq. mts. of Block No.554] of Town Planning Scheme No.216 situate, lying and being at Mouje Shilaj, Taluka Ghatlodiya in the Registration District of Ahmedabad and Sub-District Ahmedabad-9 [Bopal].

The said Unit is bounded as under:

On the East by :-

On the West by :-

On the North by :-

On the South by :-

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

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED FIRST PARTY

Vikas Real Estate Developers LLP

through its Partner Vipulkumar Kantilal Pathak

____

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED PROSPECTIVE
ACQUIRER

MR. _________________ _________________

IN PRESENCE OF FOLLOWING WITNESSES:

(1) …………………………………….
(2) ……………………………………..

SCHEDULE

SIGNATURE	PHOTOGRAPH	THUMB IMPRESSION

FIRST PARTY

Vikas Real Estate Developers LLP
through its Partner

____
Vipulkumar Kantilal Pathak

SECOND PARTY:

____

FILE NO.5800/18

DATE: 22.9.18

DRAFT WITHOUT PREJUDICE

AGREEMENT FOR SALE

[Residential Units]

THIS ARTICLES OF AGREEMENT MADE AT AHMEDABAD on this______day of _______________, Two Thousand ________________

BETWEEN

Vikas Real Estate Developers LLP through its Partner Vipulkumar Kantilal Pathak,
having address 4,Tirth Nagar Part-2, opp. Nikita Park Society, Ahmedabad,

PAN: AABPO8265G

hereinafter called "First Party" or "Vendor" or "Developer", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include First Party and its present and future Partners, their successors, heirs, administrators, authorized signatories and assigns) of the First Part

AND

____________________________, Age: ____ years, Occupation:_______ , PAN:_________ residing at ______________________________, hereinafter called "THE PROSPECTIVE ACQUIRER" or "The Second Party" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include (in case of individual) his/her/their heirs, legal representatives, executors, successors and assigns; (in case of partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of HUF) its members as at present and from time to time and their respective heirs, executors and successors and its (HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Company) its present and future Directors, successors and assigns); of the Second Part,

WHEREAS the First Party is the owner and occupier of Non-Agricultural land admeasuring 2194 sq. mts. [Land admeasuring 1975.50 sq. mts. for Residential Purpose and land admeasuring 218.50 sq. mts. for Commercial purpose] of Final Plot No.13 [land admeasuring 3136 sq. mts. of Block No.554] of Town Planning Scheme No.216 situate, lying and being at Mouje Shilaj, Taluka Ghatlodiya in the Registration District of Ahmedabad and Sub-District Ahmedabad-9 [Bopal] [hereinafter referred to as "the said land" or "Project land"].

District Collector, Ahmedabad granted N.A. Permission to the land admeasuring 2194 sq. mts. [for Residential purpose to the land admeasuring 1975.50 sq. mts. and for Commercial purpose to the land admeasuring 218.50 sq. mts.] of Final Plot No.13 of Town Planning Scheme No.216 by his order No.CB/Jamin-2/N.A./S.R.1916/2015 dtd.18.4.16.

Ahmedabad Municipal Corporation granted Commencement Letter for the construction of residential and commercial units on the said land by Rajachitthi No 00743/051118/A0651/R0/M1 dated 19.12.2018.

Thus the First Party is sufficiently entitled to construct building on the project land.

Thereafter the Vendor has decided to put up a scheme Residential and Commercial units on the said land in the name and style of **"WEST SIDE ELEGANCE"**.

The Vendor has registered this project under the provisions of the Real Estate [Regulation and Development] Act, 2016 at Registration No.________ on dtd.________ with the Real Estate Regulatory Authority, Gujarat State [Ahmedabad].

Thereafter the Second Party contacted First Party for acquiring Unit in the said Scheme known as **"WEST SIDE ELEGANCE"**. As desired by Second Party, First Party has provided title documents, approved plans, design, specification and relevant documents for his/her/their verification and the second party is/are satisfied in respect of the same. Second Party has also gone through the copies of sanctioned plans and lay out as proposed and title documents given by First Party and according to which the construction of the building and open spaces are proposed to be provided for on the said project and the same have also been inspected by the Second Party and after complete satisfaction, the Second Party has decided to purchase Unit in the said scheme.

COVENANTS AND DECLARATION BY VENDOR/DEVELOPER i.e. First Party:

(1) The First Party shall construct the building as per plans approved by Competent Authority.

(2) The First Party has obtained Title Clearance Certificate on dated 15.9.18 from Advocate and the same is verified by the Prospective Acquirer's Advocate and after complete satisfaction, the Prospective Acquirer has agreed to purchase the said unit. The same is annexed herewith as **Annexure-A** for the knowledge of the Prospective Acquirer.

(3) The First Party shall pay all outgoing expenses (including Land Cost, Ground Rent, Municipal and other Local Taxes, maintenance charges, Water and Electricity Charges, Interest on project loan if any, G.S.T. and all other applicable taxes and liabilities which are related to the project) until it transfers Physical Possession of the unit alongwith undivided right of common infrastructure to the Prospective Acquirer.

(4) The First Party has prepared the Schedule of stage wise completion of the entire project in consultation with its Architects/Engineers and the same is annexed herewith as **Annexure-B** for the knowledge of the Prospective Acquirer. The Vendor is committed to complete the stage wise work of construction and development of the said scheme, however he shall not be held liable for breach of this condition for any Force majure/ Act of God or reasons beyond their control.

(5) The proposed project shall be developed and completed by the Vendor in accordance with the sanctioned Plans and Specifications as approved by the Competent Authority, annexed as **ANNEXURE-C** hereto and the same is verified by Prospective Acquirer through his/her/their Engineer and after complete satisfaction the Prospective Acquirer has agreed to purchase the said unit.

(6) The First Party shall obtain all insurance of Building and construction as part of Real Estate Project and be liable to pay the Premium and Charges till the B.U. Permission is obtained.

(7) On Completion of construction the Vendor will execute sale/transfer deed in favour of Prospective Acquirer. Vendor shall also obtain Completion Certificate from Competent Authority. The common amenities and the common construction of the scheme will be occupied by Maintenance Entity which will be formed by Unit Purchasers on completion of scheme hence as per the legal requirement of RERA in future if it is necessary to transfer the undivided common area and common amenities and construction to Maintenance Entity then it is a liability of purchasers of units in the said scheme to transfer the same in favor of Maintenance Entity at their own cost.

(8) The First Party herein shall be responsible for providing and maintaining all essential services till the taking over of the maintenance of the scheme by the Service Society or Maintenance Entity but the maintenance of the scheme shall be done by developer for a period of maximum two years from the date of Building Use Permission from Competent Authority and for that maintenance charges shall be paid by purchaser to developer in advance at the time of taking possession of the unit. After that period, developer will hand over the maintenance services to the service society or Maintenance entity and thereafter the developer will not be responsible for any maintenance of the scheme. The purchase unconditionally agrees for the same and in future the purchaser will not make any objection or dispute in this regards.

(9) The First Party will maintain the said scheme for a maximum period of two years after obtaining B.U. Permission and for the said maintenance Prospective Acquirer has to pay fixed charge of Rs.______ and for the future maintenance a lump sum amount of Rs.______ per sq. ft. will be paid by the Prospective Acquirer to the Maintenance Entity for future maintenance and the Prospective Acquirer herein has no objection to pay the same as they find these charges reasonable according to prevailing market rates.

(10) The First Party herein states that the entire Project/Scheme will be completed on dated ___________ except for the reasons beyond their control like natural calamity, fire, earth-quake, flood, riots, war, etc. or unavailability of material.

(11) The Second Party and majority of Unit Holders shall enable the formation of Society or Maintenance Entity to be registered under the provisions of applicable Law/Act, and every Prospective Acquirer shall become member of that Society/Association/Maintenance Entity. This will be done when majority units are booked in the said scheme.

The First Party shall give possession of the Unit to the Prospective Acquirer on or before day of ________ or within three months after obtaining B.U. Permission. If the First Party fails or neglects to give possession of the Unit to the Prospective Acquirer in the said time limit then :

(i) The First Party agrees to pay to the Prospective Acquirer, who does not intend to withdraw from the project, interest at the rate of 9% per annum on all the amounts paid by the Prospective Acquirer, for every month of delay, till the handing over the possession or

(ii) The First Party agrees to refund to the Prospective Acquirer, who intends to withdraw from the project, (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to First Party) within a period of 30 days from the termination admitted by First Party, the amounts already received by First Party in respect of the Unit with simple interest at the rate of 9% per annum, from the date of the First Party received the sum till the date the amounts and interest thereon is repaid. But if the delay is caused due to natural calamity like fire, earthquake, flood, riots, war non-availability of material etc. then under such circumstances the First Party will not be liable for completion of the scheme in the said time limit and Second Party unconditionally agrees to the same.

(iii) The Vendor declares that in the present Agreement for Sale all terms and conditions mentioned in Model Form of Agreement for Sale of Promoter and Allottee in Rule-9 of Real Estate [Regulations and Development] Act 2016 [hereinafter in this Agreement for Sale referred to as “said Act”] are included. However, in spite of that if any condition is not mentioned inadvertently, all such terms and conditions will be applicable to this Agreement for Sale and Vendor is liable for the same. The Vendor declares that in the present Agreement for Sale no terms and conditions of the said Act are violated.

AND WHEREAS on the basis of above declaration made by the Vendor the Prospective Acquirer has/have desired to acquire for him/her/it/them Unit No._______ admeasuring _____ sq. mts. [Carpet Area as per RERA] along with balcony admeasuring ___ sq. mts. on _____ Floor [as per approved plan ____ Floor] along with proportionate undivided right in land inclusive of common area in the scheme known as **“WEST SIDE ELEGANCE"** constructed on Non-Agricultural land admeasuring 2194 sq. mts. [Land admeasuring 1975.50 sq. mts. for Residential Purpose and land admeasuring 218.50 sq. mts. for Commercial purpose] of Final Plot No.13 [land admeasuring 3136 sq. mts. of Block No.554] of Town Planning Scheme No.216 situate, lying and being at Mouje Shilaj, Taluka Ghatlodiya in the Registration District of Ahmedabad and Sub-District Ahmedabad-9 [Bopal].This Unit is more particularly described in the SCHEDULE hereunder written (Hereinafter referred to as “THE SAID UNIT”).

The Vendor herein has decided to sell the said Unit along with the undivided usage right of common amenities and common areas to the Prospective Acquirer and in future if it is required by law then the Prospective Acquirer along with other unitholders have to transfer his/her/their undivided common rights and common areas to the Service Society or any other Maintenance Entity [which is yet to be formed] at his/her/their own cost and for that the Vendor will have no liability.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The Prospective Acquirer has/have perused, understood, approved and explained to themselves the agreements, documents, papers and writings relating to the Said Lands. He/she/it/they has/have also made himself/herself/itself/themselves aware about the documents to be executed and the permissions to be obtained, the work thereof in progress. The Prospective Acquirer have also been given the plans and specifications of the Unit, the plans and specifications for construction of infrastructures and other particulars of the Scheme.

2. The **“WEST SIDE ELEGANCE"** Scheme will have the facilities which the Prospective Acquirer has/have seen and approved. The Prospective Acquirer has/have also agreed with First Party that First Party may make such Minor changes, additions, omissions, modifications or alterations in the scheme as may be required to be done by the Government or any other concerned authorities which First Party may consider desirable for the improvement of scheme and this shall operate as an irrevocable consent of the Prospective Acquirer for making such changes, additions, omissions, modifications or alterations. However, any major changes/deviations in the scheme shall be carried out with majority of members’ consent. In any case the members shall be kept informed/updated about the changes in the scheme. The List of common amenities/facilities is annexed as **ANNEXURE-D.**

   The First Party shall be entitled to sell appurtenant terrace to the respective Unit Holders. 12th Floor [1] Flat No._____ Holder and [2] Flat No._____ Holder will have individual, independent occupancy right of the terrace of 11th Floor [1] Flat No._____ and [2] Flat No._______ respectively. Terrace adjoining to First Floor Flat will be in individual occupancy.

   The Vendor is entitled to revise the plans of the building and if the plans of the said Unit i.e. the Unit agreed to be sold to Prospective

Acquirer is not changed then under such circumstances the sanction of Prospective Acquirer is not required for sanction of revised plan.

3. First Party has agreed to make available the Said Unit to the Prospective Acquirer with clear and marketable title. The title is verified by Advocate as per available revenue and registration record and on photo copies of documents produced before Advocate with note. The Prospective Acquirer has also verified the titles of the said Unit and Scheme through his/her/their Legal Advisors and after satisfying himself/herself/themselves have decided to purchase the said Unit. In future the Prospective Acquirer is not entitled to raise any objection or query regarding the titles of the said Unit or scheme. The work of construction of Unit is in progress.

4. The Vendor/Unit Holder of the said Scheme shall enable the formation of Association/Society/Maintenance Entity to be registered within 3 months of the majority of the allottees having booked their Unit. The Prospective Acquirer has to be a member of Proposed Service Society/Maintenance Entity to be formed for the maintenance of the said scheme and as the Second Party has agreed to the same, the said Unit is booked in his/her/their name. If Second Party fails to observe all the terms and conditions/rules & regulations and resolutions of the proposed society/Maintenance Entity or other conditions put up by the First Party then automatically the Agreement for Sale stands cancelled and the First Party is authorised to transfer the said Unit to any other person.

5. The First Party has agreed to reserve for conferment the Said Unit to the Prospective Acquirer, strictly in accordance with and subject to the other terms and conditions herein, at or for the total amount of Rs.__________/- (Rupees _____________ Only) and Rs.______________/- (Rupees ______________________ Only) is paid by the Prospective Acquirer as Booking Amount. (hereinafter referred to as "THE SAID AMOUNT"). The Prospective Acquirer has paid Booking Amount as per following details:

Rs.__________/-	[Rupees _______________ only] by cheque No._________ dated _____________ drawn on _____________ Bank, ____________ Branch.

============
Rs._________/- (Rupees _____________ Only)
============

(hereinafter referred to as "THE SAID AMOUNT"). The said amount will be treated as part payment of sale consideration.

6. The details of the Unit booked is given hereunder:

Unit No._______ admeasuring about _______Sq. Mts. [Carpet Area as per RERA] along with proportionate undivided right in project land.

REGULAR PAYMENT PLAN:

The total sale consideration of the said Unit including the proportionate consideration of common areasagreed upon between the parties is Rs._________ [Rs.__________________] exclusive of Stamp Duty, Registration Charges, Legal Fees, A.M.C. charges, Power Company charges, Fire Fighting Equipments, Maintenance Charges, Maintenance Deposit etc.and additional charges payable to Govt. authorities due to any change in the present levies.

The total sale consideration of the said Unit excludes GST and Cess or any other similar taxes in connection with the construction of the project up to the date of handing over the possession of the said Unit and Purchaser has to pay all such taxes as additional charges.

The Vendor declares that the total consideration is escalation-free, save and except increase which the Prospective Acquirer 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. Vendor undertakes and agrees that while raising a demand on the Prospective Acquirer for increase in development charges, cost/charges imposed by the competent authorities, Vendor shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Prospective Acquirer, which shall only be applicable on subsequent payments.

After deducting the booking amount the purchaser shall pay the balance amount as per the Regular Payment Plan mentioned in Schedule of Payment according to stage-wise construction which is annexed herewith **Annexure –B.**

At the time of execution of Sale Deed in favour of Prospective Acquirer Maintenance charges/deposit will be paid by the Prospective Acquirer directly to the Service Society/Maintenance Entity. Out of which a cheque of Rs._______/- will be paid to the Vendor for lump sum maintenance of the said scheme for a period maximum of two years from the date of B.U.Permission and a cheque of Rs.________/- will be paid by the Prospective Acquirer to the Service Society for the future maintenance of the said scheme which will be maintained by the Service Society/Maintenance Entity.

7. It is hereby expressly agreed that time for payment of each of the aforesaid installment shall be the ESSENCE OF THIS

AGREEMENT. In the event of the Prospective Acquirer making any default on the occurrence of the following events:

[a] In case the Prospective Acquirer fails to make payments of installments afterdemands made by Vendor as per the payment plan annexed hereto, despite having been issued notice in that regard the Prospective Acquirer shall be liable to pay interest to Vendor on the unpaid amount at the rate of 9.00%asspecified in the Rules of the Real Estate [Regulation and Development] Act, 2016.

[b] In case the default by the Prospective Acquirer under the condition listed above continues for a period beyond 2 consecutive months after notice from Vendor/Developer in this regard, the Vendor/Developer shall cancel the allotment of the Unit in favour of the Prospective Acquirer and refund the amount money paid to him/it/them/her by the Prospective Acquirer after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Prospective Acquirer will have no right, title, interest on the said Unit after cancellation of this Agreement.

8. [a] Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Prospective Acquirer as per the agreement shall offer in writing the possession of the Unit to the Prospective Acquirer in terms of this agreement to be taken within 3 [three] months from the date of issue of such notice and the Vendor shall give possession of the Unit to the Prospective Acquirer. The Vendor agrees and undertakes to indemnify the Prospective Acquirer in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Prospective Acquirer agree[s] to pay the maintenance charges as determined by the Vendor or association of Prospective Acquirers, as the case may be. The Vendor on its behalf shall offer the possession to the Prospective Acquirer in writing within 7 days of receiving the occupancy certificate of the Project.

The Prospective Acquirer shall take possession of the Unit within 15 days of the written notice from the Vendor to the Prospective Acquirer intimating that the said Unit are ready for use and occupancy.

[b] Upon receiving a intimation from Vendorthe Prospective Acquirer shall take possession of the Unit from Vendor by executing necessary indemnities, and Vendor shall give possession of the Unit to the Prospective Acquirer. In case the Prospective Acquirer fails to take possession within the time provided hereinabove, such Prospective Acquirer shall continue to be liable to pay maintenance charges as applicable.

[c] Except for occurrence of a Force Majeure event, if Vendor fails to complete or is unable to give possession of the Unit [i] In accordance with the terms of this Agreement, duly completed by the date specified herein; or [ii] due to discontinuance of its business as Developer on account of suspension or revocation of the registration under the Act; or for any other reason; Vendor shall be liable, on demand to the Prospective Acquirer, in case the Prospective Acquirer wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by it in respect of the Unit, 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 Prospective Acquirer does not intend to withdraw from the Project, Vendor shall pay the Prospective Acquirer interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit.

[d] If within a period of five years from the date of handing over the Unit to the Purchaser, the Purchaser brings to the notice of the First Party any structural defect in the said Unit or the building in which the said Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the First Party at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the First Party, compensation for such defect. The First Party 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 First Party or beyond the control of the First Party.

9. The Prospective Acquirer has/have right to cancel this Agreement without any fault of Vendor, within 30 days from date of execution of this Agreement for Sale but after that the cancellation of Agreement can be done only as per the terms and conditions of this agreement.

10. First Party shall, in respect of any amount remaining unpaid by the Prospective Acquirer under the terms and conditions of this agreement have a first lien and charge on the Said Unit.

11. Nothing contained in this Agreement shall be construed so as to confer upon the Prospective Acquirer any right, title or interest of any kind whatsoever in, to or over the Said Unit. Such conferment shall take place only after each of the following conditions is satisfied :

    (a) First Party has received all the payments due to it/them under the terms of this Agreement from the Prospective Acquirer.

    (b) The Prospective Acquirer has duly and properly observed the terms and conditions contained herein.

(c) The Prospective Acquirer is/are finally conveyed the Said Unit, by First Party.

12. The Prospective Acquirer have fully understood the calculation of Carpet area as per RERA and the said calculation is also verified through their Engineer or Consultant and in future the Prospective Acquirer will not raise any dispute or query regarding the Carpet area as per RERA. It is also agreed and understood between the parties that the First Party will execute the Conveyance Deed of the said Unit on the basis of Carpet area as per RERA only and the consideration amount of the said Unit paid by the Purchaser to the Vendor is as per the Carpet Area as per RERA and remaining undivided usage right of common amenities is also included in said consideration.

13. **Car parking will be allotted by Service Society/Maintenance Entity to each Flat Holder. Shop owner will have front parking and they will not have any access in common plot and in Cellar. Front side marginal land will be used for parking of Ground Floor and First Floor Shops.** If additional car parking is available then the said parking will be allotted on "first come first serve basis" by Service Society but the additional car parking will be allotted as per the wish/convenience of Service Society and Prospective Acquirer is not entitled to raise any objection in this regard. The prospective acquirer herein has agreed to such arrangement and waived his/her/their right and will not raise any objection of any nature to such arrangement in the future on any ground whatsoever. **[Vendor may change this as per his arrangement of parking]**

14. In future if any additional deposit is required by Service Society/Maintenance Entity for the maintenance of the said scheme, the Service Society/Maintenance Entity of the said scheme may allot exclusive undivided right of a part of the terrace to the top floor Unit Holder of the said scheme or if any additional construction is sanctioned on the top floor terrace then the said Unit Holder will be entitled to have exclusive usage right of appertunce terrace and the terrace above the new construction will be common for all Unit Holders. The Service Society/Maintenance Entity will allot individual, independent usage right to such Unit Holders after collecting deposit amount as decided by the Service Society/Maintenance Entity. The said deposit amount will be deposited in the a fixed deposit account and its interest will be used for maintenance purpose. Thus the Unit Holders will have lesser burden towards maintenance charges and the maintenance of the said scheme will be done in a better way. Terrace of the building will always remain with the Service Society in its occupation and the terrace above the lift, stair cabin, lift cabin, water tank will always remain as a common terrace between all the Unit Holders and that can be utilized for putting T.V.Disc and other electric equipments. The Prospective Acquirer agrees and confirms the said arrangement and in future the Prospective Acquirer will not make any dispute for the said arrangement.

As per the prevailing laws the First Party has utilized the available F.S.I. but in future if there is any change and additional F.S.I. is available or T.D.R. is purchased **then if sanction of revised plan is necessary then Vendor-Promoter will obtain permission from 2/3rd Unit Holders** and thereafter the First Party will construct additional units on the terrace of the said building and under such circumstances the terrace allotted will be automatically transferred on the terrace of newly constructed unit and under such circumstances no Unit Holder is entitled to take any objection or dispute and the said additional F.SI. can also be transferred to another project of First Party..

15. The rights and interest of the Prospective Acquirer herein, and other Prospective Acquirers of the Unit Scheme, shall be subject to the overall powers and authorities of First Party, in any of the matter concerning the Project and development thereof and all amenities pertaining to the same and in particular First Party shall have absolute authority and control as regards the undisposed Units and their disposal up to completion of Scheme and settlement of all accounts and dues.

16. The Prospective Acquirer shall have no claim and/or legal title with respect to any part of the Unit Scheme, including but not limited to its common roads, common infrastructure facilities, amenities and services, save and except in respect of the Said Unit agreed to be reserved for him/her/it/them. The Said Facilities shall always be of the ownership and possession of Service Society/Maintenance Entity, and the Prospective Acquirer and others shall be permitted to use, and enjoy the same as per the rules and regulations of Service Society/Maintenance Entity from time to time.

17. All right, title and interest of the Prospective Acquirer is restricted to and to be read, understood and interpreted in relation to the Said Unit only, and all other constructed-covered-un-covered-open spaces-areas-portions, open margin lands, infrastructures, developments, amenities, facilities and services shall belong to First Party till completion and sale of all Units. The Prospective Acquirer shall at no time demand partition of his/her/it/their interest from the entire Scheme. It being agreed and declared by the Prospective Acquirer that his/her/its/their interest in the Scheme shall be indivisible.

18. So long as the said Unit shall not be separately assessed for taxes, water rates, electricity bills, all other taxes and outgoings etc. the Prospective Acquirer, after taking possession of the Said Unit, shall pay to First Party/Service Society such amount as may be fixed from time to time. Further, until the Said Unit, can separately be assessed for payment of cost, charges and expenses, the Prospective Acquirer shall continue to pay proportionate portion of such amount, cost, charges and expenses as may be fixed by First Party from time to time. After the Said Unit is separately assessed, then such payments will have to be made by the Prospective Acquirer directly on actual basis.

19. It is hereby agreed that the Prospective Acquirer shall not put or allow to be put any Name Plate, Sign Board and/or any other kind of display of any nature, on the compound wall, gate and/or on the exterior side of the development to be planned and/or in the open outer wall of the Said Unit, except specific space provided by First Party, without the written consent of First Party.

20. The Prospective Acquirer shall use the Said Unit for residential purpose only and shall not permit the same to be used for commercial purposes or which may or is likely to cause nuisance or annoyance to occupiers of the other Units or for any illegal or immoral purposes.

21. The Prospective Acquirer will have undivided right to use common amenities of the Scheme like roads, staircase, lift, etc. with other prospective acquirers of the said scheme but the said facilities are used in a proper way so that other prospective acquirers may not have any grievance/difficulty.

22. The Prospective Acquirer hereby covenants to keep the Said Unit neat, clean and tidy and saved and protected from trespasser, from being illegally used or occupied and to keep construction, sewers, drains, pipes, appurtenances belonging thereto in a good, tenable repair and condition.

23. (a) The Prospective Acquirer shall not without the written permission of First Party let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose off the Said Unit nor assign, underlet or part with his/her/its/their interest or the benefit thereof or of this agreement or any part thereof until the Prospective Acquirer shall have paid to First Party all the moneys payable to First Party under this Agreement and shall have obtained prior approval of First Party, which may be granted (not obligatory) subject to such conditions as may be imposed by First Party.(b) After conveyance of the Said Unit to the Prospective Acquirer, the Prospective Acquirer shall be entitled to let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of the Said Unit, after obtaining prior written permission of Service Society if the charge is given to Service Society and subject to and in accordance with the terms and conditions laid down by Service Society. In the event the Prospective Acquirer is desirous of selling the Said Unit he/she/it/they shall comply with the following:-

    (i) The Prospective Acquirer shall give 30 days prior notice in writing about their intention to sell the Said Unit, informing about the New Purchaser thereof and shall obtain No Objection Letter from Service Society/Maintenance Entity prior to sale, which shall not be unreasonably withheld by Service Society/Maintenance Entity. The Second Party or Prospective Acquirer at the time of transfer of Unit has to submit the sale deed/conveyance deed before execution of same to the Service Society/Maintenance Entity and only after approval from the Service Society/Maintenance Entity or by advocate appointed by the Service Society/Maintenance Entity or by prevalent Management Committee, the same shall be executed.

(i) At the time of transfer/sale of Unit the Unit Holder has to pay Transfer Fee and other charges at the prevailing rate of Transfer Fee to the Maintenance Society.

(ii) All terms and conditions, otherwise binding to the Prospective Acquirer shall also be binding to the New Purchaser. The New Purchaser shall sign the declaration to that effect at the time of executing the Sale Deed.

24. The said Unit shall be got insured after physical possession is conveyed, with the insurance company against all kind of risks like fire, earth-quake, flood, riots, war, etc. and premium thereon shall be borne and paid by the Prospective Acquirer.

25. Any delay by First Party in enforcing the terms of this Agreement or any forbearance or giving time to the Prospective Acquirer shall not be considered as a waiver on the part of First Party nor shall the same in any manner prejudice the remedies of First Party.

26. It has been specifically agreed and understood by the Prospective Acquirer that the intended conferment of the Said Unit is/may be subject to any scheme for Town Planning, development plan, or any other scheme, arrangement, proposal, acquisition, requisition, by or of any authority or authorities under any law for the time being in force or in force from time to time, or due to purchaser of T.D.R. the additional F.S.I. available will be utilized on the top floor terrace or on the marginal land of ground floor as per the plan sanctioned by the Competent Authority in which event, the First Party may make such variation, changes, additions, omissions or alterations in the scheme for development of such of the said lands or as may become available there-from or at any other or further place, location or otherwise as First Party may deem, fit and proper and all right to develop new lands absolutely belong to First Party. The First Party may, at the request of the Prospective Acquirer, carry out any internal changes or alterations or changes in specifications, at the risk, cost and consequences of the Prospective Acquirer. If these changes, etc. gives rise to any additional cost, the Prospective Acquirer shall be required to pay the same to the First Party as may be certified by the Architect of the scheme or according to the estimate that may be given by the First Party prior to/after the execution of such work.

27. The letters, receipts and/or notices issued by First Party, if the said Unit is purchased by two or more persons then all notices issued will be dispatched through R.P.A.D. or Courier to the address of the Prospective Acquirer No.1 as known to First Party, will be sufficient proof of receipt of the same by the Prospective Acquirer and shall completely and effectively discharge First Party.

28. If the Prospective Acquirer neglects, omits or fails for any reason whatsoever to pay to First Party/Service Society any part of the amounts due and payable by the Prospective Acquirer under the terms and conditions of this Agreement, within the time hereinbefore specified or if the Prospective Acquirer shall in any other way fails to perform or

observe any of the covenants and stipulations herein contained, the First Party shall be entitled to terminate this Agreement. The Prospective Acquirer herein agrees that on First Party's terminating this Agreement, all the right, title and interest of the Prospective Acquirer in the Said Unit and under this Agreement shall cease.

29. The Scheme shall always be known as **"WEST SIDE ELEGANCE"** and this name shall not be changed in any circumstances.

30. The Scheme shall be under the over-all control and management of the First Party and the decision of the First Party in all matters relating thereto including code of conduct, rules and regulations for use, occupation and enjoyment of the common amenities, facilities and services as well as all the infrastructural facilities in the Scheme shall be final, conclusive and binding upon the Prospective Acquirer till the Scheme is completed and all common amenities/facilities are conveyed to maintenance Society/Service Society.

31. Without prejudice to any of the terms and conditions hereinabove, the Prospective Acquirer hereby expressly consents to First Party for any arrangement of raising loan by First Party against security of the property of the scheme except on the Unit that may have been conveyed to the Prospective Acquirers.

32. It has been agreed that if any changes, modifications or alterations are effected by First Party in the Scheme in general or in particular with respect to any part thereof which may have effect upon the terms and conditions contained herein or with respect to rights or obligations of the Prospective Acquirer, such changes or modifications or alterations shall be binding upon the Prospective Acquirer and to that extent the terms and conditions, rights and obligations of the Prospective Acquirer under this Agreement shall stand modified or changed or altered. PROVIDED HOWEVER, such change, modification or alteration under any circumstances shall not prejudicially affect the right of the Prospective Acquirer to the conferment of Said Unit.

33. **All partners of Vikas Real Estate Developers LLP has authorized its Partner Vipulkumar Kantilal Pathak to sign Agreement for Sale, Sale Deed and other documents of the Units of the said Scheme.**

34. After the conveyance of the Said Unit is made in favour of the Prospective Acquirer, if anything in or about or relating to the Said Unit is thereafter required to be carried out by the Government, District Panchayat, Local Authority or any statutory authority, the same shall be carried out by the Prospective Acquirer and First Party shall not be in any manner liable or responsible for the same.

35. After Vendor executes this Agreement he/it/she/they shall not mortgage or create a charge on the Unit and/or Building 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 be paid fully by Vendor before execution of Sale Deed

36. At the time of giving physical possession of the said Unit to the Prospective Acquirer the measurement of Carpet Area mentioned in this Agreement and any short fall in the actual measurement of Carpet Area then proportionate amountwill be refunded by the Vendor to the Prospective Acquirer only if the difference in the area is more than 3%.

37. The First Party has declared and announced its scheme by issuing brochures and pamphlets and also inserting advertisements in newspaper and publishing in other manners. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.

38. If any misrepresentation/concealment/ suppression of material facts are found to be made by the Prospective Acquirer, the Booking will be cancelled and the amount paid by Prospective Acquirer shall be forfeited and the Prospective Acquirer shall be liable for such Misrepresentation/ Concealment/ Suppression of material facts in all respect.

39. This Agreement shall be binding on the Prospective Acquirer, (in case of individual) his/her/their heirs, legal representatives, executors, successors and assigns; (in case of partnership firm) its partners as at present and from time to time and the heirs and legal representatives of the last surviving partner; (in case of HUF) its members as at present and from time to time and their respective heirs, executors and successors and its (HUF's) permitted assigns; (in case of Trust) its Trustees as at present and from time to time and the beneficiaries thereof; (in case of Company) its present and future Directors, successors and assigns and/or any Third Party having or contemplating to have in future any charge or interest on the Said Unit and/or on the construction thereupon, in part and/or as a whole.

40. The Prospective Acquirerhereby agrees to execute such other papers and documents as may be necessary for the purpose of giving effect to these presents.

41. 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.

Dispute Resolution:

All disputes and differences whatsoever which shall at any time hereafter (during the continuance of this Agreement for Sale or upon or after its discharge or determination) arise between the parties hereto in respect of, concerning, or arising out of this Agreement for Sale shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations thereunder and the Laws of India for the time being in force and the courts at Ahmedabad will have the jurisdiction for this Agreement.

42. The Prospective Acquirer hereby declares that he/she/it/they has/have read, understood and agreed each and every term of this agreement before execution.

ANNEXURE-A

Title Certificate and Title Report

ANNEXURE-B

SCHEDULE OF PAYMENT ACCORDING TO STAGEWISE CONSTRUCTION

Amount of Rs. …………………. /- (Rupees ……………………….) (not exceeding 30% of the total consideration to be paid to First Party after the execution of Agreement.

Amount of Rs. …………………. /- (Rupees ……………………….) (not exceeding 45% of the total consideration to be paid to First Party on completion of the plinth of the building or wing in which the said Unit is located.

Amount of Rs. …………………. /- (Rupees ……………………….) (not exceeding 70% of the total consideration) to be paid to First Party on completion of the slabs including podiums and stilts of the building or wing in which the said Unit is located.

Amount of Rs. …………………. /- (Rupees ……………………….) (not exceeding 75% of the total consideration) to be paid to First Party on completion of the walls, internal plaster, floorings doors and windows of the said Unit.

Amount of Rs. …………………. /- (Rupees ……………………….) (not exceeding 80% of the total consideration) to be paid to First Party on completion of the sanitary fittings, staircase lift wells, lobbies upto the floor level of the said Unit.

Amount of Rs. …………………. /- (Rupees ……………………….) (not exceeding 85% of the total consideration) to be paid to First Party on completion of the external plaster, elevation, terraces with waterproofing of the building or wing in which the said Unit is located.

Amount of Rs. …………………. /- (Rupees ……………………….) (not exceeding 95% of the total consideration) to be paid to First Party 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 Unit is located.

Balance Amount of Rs. ………………./- (Rupees ……………………..) against and at the time of handing over of the possession of the Unit to the Prospective Acquirer on or after receipt of occupancy certificate or completion certificate.

ANNEXURE-C
Sanctioned Plans, Layout Plans and Specifications

ANNEXURE-D
The List of common amenities/facilities

Overhead Tanks, Motor, Lift, Common lighting & Parking Paver Blocks.

SCHEDULE

Unit No.________ admeasuring ______ sq. mts. [Carpet Area as per RERA] along with balcony admeasuring ___ sq. mts. on ______ Floor [as per approved plan ____ Floor] along with proportionate undivided right in land inclusive of common area in the scheme known as **"WEST SIDE ELEGANCE"** constructed on Non-Agricultural land admeasuring 2194 sq. mts. [Land admeasuring 1975.50 sq. mts. for Residential Purpose and land admeasuring 218.50 sq. mts. for Commercial purpose] of Final Plot No.13 [land admeasuring 3136 sq. mts. of Block No.554] of Town Planning Scheme No.216 situate, lying and being at Mouje Shilaj, Taluka Ghatlodiya in the Registration District of Ahmedabad and Sub-District Ahmedabad-9 [Bopal].

The said Unit is bounded as under:

On the East by :-

On the West by :-

On the North by :-

On the South by :-

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

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED FIRST PARTY

Vikas Real Estate Developers LLP
through its Partner Vipulkumar Kantilal Pathak

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED PROSPECTIVE

ACQUIRER

MR. ____________________ ___________________

IN PRESENCE OF FOLLOWING WITNESSES:

(1) …………………………………….

(2) ……………………………………..

SCHEDULE

SIGNATURE PHOTOGRAPH THUMB IMPRESSION

FIRST PARTY

Vikas Real Estate Developers LLP
through its Partner

____

Vipulkumar Kantilal Pathak

SECOND PARTY:

____