

HARIDEV BUILDCON

AGREEMENT FOR SALE

(1)



**Agreement for Sale
(Without Possession)**

This Agreement made at Gandhinagar on this ____ day of ____ between **M/S HARIDEV BUILDCON, (Pan No.AANFH2519N)** a partnership firm having office at **304, Third Floor, Raphe Square, Dholakuva, Gandhinagar** through its partner **Shri Kshitij Dilipkumar Patel** here in after referred to as "the Promoter or ‘Party of the First Part’ or ‘First Party’ or ‘Owner’ or ‘Seller’ of the One Part.

AND

(2)

Mr. _____, Age about – _____,
(Pan No. _____ and Aadhar No. _____)
Religion – _____
Having Address at: - _____

here in after referred to as "The prospective allottee" or 'Second Party' or 'Party of the Second Part' which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include in case of individual/s his/her/their heir/s, executor/s, administrator/s and assign/s, in case of HUF, coparcener/s, member/s for the time being and from time to time of the said HUF and their heirs, executors, administrators and assigns in case of proprietary firm, its Sole proprietor, his heirs, executors, administrators, successors and assigns in case of Partnership firm, partner/s for the time being and from time to time of the said firm and their heirs, executors, administrators and assigns and in case of Company its Successors and assigns.

The first party has Purchased non agriculture land situate at, **Sargasan Gandhinagar** (sim), Taluka Gandhinagar, in the Registration District and Sub District Gandhinagar, bearing **Survey/Block No.164**, admeasuring about **6184 Sq.mts.** which is included in Town Planning **Scheme No.07** (Sargasan), and allotted **Final Plot No.23** admeasuring about **4020 Sq.mts.**, more particularly described in the First Schedule hereunder written. (Here in after referred to as the "Project Land"), Purchased as per Conveyance/Sale Deed, **dated 14-12-2020**, registered with the office of the Sub Registrar at Gandhinagar, under **Sr. No. 164** from the owners there of, **Shri Kshitij Dilipbhai Patel and others** is entered in name of the promoter in revenue record by a mutation **entry No.7535 recorded on dt.16-12-2020** which is certified on **dt.16-12-2020** and district collector – Gandhinagar has given non agriculture use permission vide his order no. **1644/06/03/039/2020, Dt.09-12-2020**

AND WHEREAS the First party is entitled and enjoined upon to construct buildings on the project land;

AND WHEREAS the First party is in legal, actual and physical possession of the project land

The first party was desirous of developing a Residential Apartment project by the name of **“DEV AALAY”** at Sargasan, Gandhinagar on project land.

A Building Commencement Permission or Raja Chitthi or Vikash Parvangi has been given to construct building upon the Project land by Gandhinagar Urban Development Authority (GUDA) bearing no **PRM/SARGASAN/124/12/2020/3734/2021, dated.18-03-2021.**

AND WHEREAS the First party has planned to construct on the project land 4 Buildings having 1 basement parking + 10 Floors of each building known and named as **“DEV AALAY”** (herein after referred to as the said “Project”).

(3)

AND WHEREAS The second party having shown his/her/their interest in purchasing an Apartment and is offered an Apartment bearing number ____ In **BLOCK** – ____ on the ____ floor (herein after referred to as the said “Apartment”) in project Called “**DEV AALAY**”.

AND WHEREAS the First party has registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 for short “the Act” with the Real Estate Regulatory Authority under Gujarat RERA Number - PR/GJ/GANDHINAGAR/GANDHINAGAR/OTHERS/_____ authenticated copy is attached in Annexure ‘B’; the project known as “**DEV AALAY**” is being constructed on the project land.

AND WHEREAS on demand from the second party, the First party has given inspection to The second party of all the documents of title relating to the project land and the plans, designs and specifications and details of changes prepared by the first party’s Architect **Bhaumik Patel (license No:-CA/2011/52427)** and Approved Plan, Raja chitthi and other documents as are specified under the said Act and the Rules and Regulations made there under and The second party is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the First party to the project land on which the Apartment are constructed or are to be constructed have also been inspected by the second party and is satisfied in respect of the same.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by Gandhinagar Urban Development Authority (for short GUDA) has also been inspected by the second party and is/are satisfied.

AND WHEREAS the copies of the plans of the Layout as proposed by the First party and according to which the construction of the buildings and open spaces as are proposed to be provided for on the said project has also been inspected by the second party

AND WHEREAS the copies of the plans and specifications of the Apartment agreed to be purchased by the second party has been annexed and marked as Annexure A

AND WHEREAS the First party has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s, and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the First party while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate/B.U Permission in respect of the said building/s shall be granted by the concerned local authority.

(4)

AND WHEREAS the First party has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the second party has applied to the First party for allotment of an Apartment No.____ on the _____ floor of **Block – __** in “**DEV AALAY**”

AND WHEREAS the RERA carpet area of the said Apartment is _____ square meters and ["carpet area" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Apartment.], , thus aggregating to total area admeasuring _____Sq. Mts.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing here in after;

AND WHEREAS, prior to the execution of these presents the second party has paid to the First party a sum of Lummis **Rs._____ (Rupees_____Only)**, as advance payment or Application Fee to be adjusted against consideration at the time of conveyance (the payment and receipt whereof the First party hereby admit and acknowledge) and the second party has agreed to pay to the First party the balance of the sale consideration in the manner here in after appearing without any default or delay.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the First party hereby agrees to sell and the second

Party hereby agrees to purchase the Apartment and along with proportionate undivided land share, and appurtenant common facilities and amenities Subject to full and final consideration received by the first party and terms and condition of this agreement are complied with by the second party.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The First party shall construct the said building/s consisting of 1 basement and hollow Plinth and 10 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time

1. (a)

(5)

- (i) The second party hereby agrees to purchase from the First party and the First party hereby agrees to sell to the second party Apartment No._____ of RERA carpet area admeasuring _____ sq. meters subject to variation gap of three percent on_____ floor in the **BLOCK** – ____of the project (here in after referred to as "the Apartment"), more particularly described in the schedule A hereunder written.
 - (ii) The second party hereby agrees to purchase from the First party and the First party hereby agrees to sell to the second party balcony - ____ having area admeasuring _____ sq. meters forming inseparable part of the Apartment.
 - (iii) The second party hereby agrees to purchase from the First party and the First party hereby agrees to sell to the second party balcony - ____ (wash area balcony) having area admeasuring _____ sq. meters forming inseparable part of the Apartment.
- 1 (b) The total aggregate Lummus consideration amount for the Apartment mentioned herein above from clause 1.a (i) to (iii) is thus mutually negotiated and arrived at and agreed to as **Rs.**_____ (Rupees _____Only) [Including cost of proportionate undivided land share and including the proportionate share of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith].
- 1(c) The Second Party has agreed to pay to the first party the consideration in the following manner
- i. The second party has paid on or before execution of this agreement a sum of **Rs.**_____/ - (**Rupees** _____ **only**) (not exceeding 10% of the total consideration) by cheque no. _____, Dt._____, drawn on_____, Ground Floor, shop no. A002 Business Park, near PDPU college Raysan gandhinagar-382421. and the second party has agreed to pay the balance amount of **Rs.**_____/ - (**Rupees** _____**Only**) in the following manner: -
 - i i. Amount of **Rs.**_____ / - (**Rupees** _____**only**) (not exceeding 30% of the total consideration + GST) to be paid to the First party immediate after the execution of Agreement.
 - iii. Amount of **Rs.**_____ / - (Rupees _____only) (not exceeding 45% of the total consideration + GST) to be paid to the First party on casting of the hollow Plinth slab of the building or wing in which the said Unit is located.
 - iv. Amount of **Rs.**_____ / - (Rupees _____only) [not exceeding 70% (in which 5% on casting of each floor slab of the building or wing in which the said Unit is located) of the total consideration + GST] to be paid to the First party on casting of the slabs.
 - v. Amount of **Rs.**_____ / - (Rupees _____only) (not exceeding 75% of the total consideration + GST) to be paid to the First party on completion of the external plumbing and external plaster of the building or wing in which the said Unit is located.

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- vi. Amount of **Rs.**_____ /- (Rupees _____only) (not exceeding 80% of the total consideration + GST) to be paid to the First party on completion of the walls, internal plaster of the said unit
- vii. Amount of **Rs.**_____ /- (Rupees _____only) (not exceeding 85% of the total consideration + GST) to be paid to the First party on completion of the flooring of the said unit.
- viii .Amount of **Rs.**_____ /- (Rupees _____only) (not exceeding 95% of the total consideration + GST) to be paid to the First party on completion of the lifts, water pumps, electrical fittings, stair case, lift walls, lobbies up to the floor, entrance lobby/s, terrace with waterproofing, 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.
- ix. Amount of **Rs.**_____ /- (Rupees _____only) (not exceeding 5% of the total consideration + GST) to be paid to the First party on completion of the flooring of the said unit.

1(d) the total price as stated above excludes following expenses, which shall be separately payable by the second party in the manner as may be decided by the First party

1. Electricity/UGVCL charges relating to electricity connection - electrical power, laying of cable charges, installation of transformer or sub-station or other equipment and instruments; payment of security and other deposits, liaison fees; and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.
2. All and every costs, charges and expenses for sanction of development and construction plans and specifications, drainage, etc. from GUDA, Corporation and all other government, semi government, other authorities; security deposits, scrutiny fees, betterment charges, liaison fees and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.
3. Legal, stamp duty, Registration fees and all other expenses in connection with the formation and registration of the Society or any other arrangement that may be made for making long term arrangement for providing and maintaining Common Assets of the Project.
4. All and every costs, charges and expenses regarding stamp duty, registration fees, legal fees, out of pocket expenses and other expenses required to be paid, spent or incurred for legal and proper completion of sale transaction of making available the Said Apartment to the second party, and relating agreement, document/s, papers and writings that may be required to be executed and/or registered for the purpose of vesting title of the Apartment in the second party.
5. Payment of expenses for any extra work, if allowed by the first party.
6. GST, cess or any other taxes which may be levied, charged or imposed for any matter or thing relating to the construction, development or for sale of the property

(7)

to the second party or otherwise, at actual as may be applicable from time to time as per applicable provisions of law.

- 1(e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time and Which may be escalations/increases on account of such circumstances beyond the control of the first party like war, earthquake, civil commotion, strike or act of God, any Govt./semi Govt./competent authority's policy; The First party undertakes and agrees that while raising a demand on the second party for increase in development charges, increase rate in material and labor, cost, or levies imposed by the competent authorities etc., the First party shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the second party, which shall only be applicable on subsequent payments.
- 1(f) The First party may allow, in its sole discretion, a rebate for early payments of equal installments payable by the second party by discounting such early payments @ 9% Per annum for the period by which the respective installment has been preponed. The Provision for allowing rebate and such rate of rebate shall not be subject to any Revision/withdrawal, once granted to the second party by the First party.
- 1(g) The First party shall confirm the final carpet area that has been allotted to the second party after the construction of the Building is complete and the occupancy certificate is granted by the competent authority at the time of handing over possession to second party, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the First party, if demanded by the second party. If there is any reduction in the carpet area within the defined limit then First party shall refund the excess money paid by the second party within forty-five days with annual interest at the rate of 9%, from the date when such an excess amount was paid by the second party. If there is any increase in the carpet area allotted to the second party, the First party shall demand additional amount from the second party as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The second party authorizes the First party to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the First party may in its sole discretion deem fit and the second party undertakes not to object/demand/direct the First party to adjust his/her/their payments in any manner.
- 2.1 The First party hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the second party, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

- 2.2 Time is essence for the First party as well as the second party. The First party shall try to follow time schedule for completing the project and handing over the Apartment to the second party after receiving the occupancy certificate or the completion certificate or building use permission.

Similarly, the second party shall make timely payments of the balance consideration and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous stage wise construction done by the First party as provided in clause 1 (c) herein above. ("Payment Plan"). Any default in payment by the second party shall entitle the first party to enforce default remedies available to it under this agreement and under the act and the rules made their under.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **7236.00** square meters only and Promoter has planned to utilize Floor Space Index of **16080.00** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **3483.65** as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

It is agreed by second party that he/she/it/they is/are entitled to use the common facilities except the said Apartment and earmarked parking along with other member of the said project such as Lift, Passage, Stair, Common Road, Common Plot, Garden, Common Parking and common space, margin etc. without creating any hindrance obstruction, or interference to the other members of the said project and will not encroach any such spaces. The first party shall have right of the margin space and terraces above all the blocks. Hence, the first party shall have absolute right to convey, transfer, assign or dispose of the same to anybody else and/or entitled to carry on the construction as per the F.S.I. available in future and convey the same and the purchaser of such additional construction will have similar and equal rights to use and enjoy all the rights, facilities and easements as enjoyed by the other Apartment holders of the said project. And all the common facilities such as Lift, Stair, Common Road, Common Plot, Garden, Tube-well Pump etc. will also be used by such newly admitted Apartment holders/allottees of the said project and the second party has agreed to purchase the said Apartment with such clear condition and understanding and the second party will not be entitled to raise any objection or dispute regarding the same.

- 4.1 If the First party fails to follow the time schedule for completing the project and handing over the Apartment to the second party, the First party agrees to pay to the second party, who does not intend to withdraw from the project, interest at the rate of 9% per annum, on all the amounts paid by the second party, for every month of delay, till the handing over of

the possession. The second party agrees to pay to the First party, interest at the rate of 9% per annum, on all the delayed payment which become due and payable by the second party to the First party under the terms of this Agreement from the date the said amount becomes payable by the second party(s) to the First party.

- 4.2 Without prejudice to the right of first party to charge interest in terms of sub clause 4.1 above, on the second party committing default in payment on due date of any amount due and payable by the second party to the First party under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the second party committing any defaults of payment of installments, the First party shall at his own option, may terminate this Agreement :

Provided that, First party shall give notice of fifteen days in writing to the second party, by Registered Post AD at the address provided by the second party and mail at the e-mail address provided by the second party, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the second party fails to rectify the breach or breaches mentioned by the First party within the period of notice then at the end of such notice period, first party shall be entitled to terminate this Agreement without any further notice.

Provided further, the First party may cancel and terminate this Agreement, the First party without reference to the second party may prepare Memorandum of such cancellation and termination, and may at the cost and expenses of The second party get registered the same with the office of the appropriate Sub Registrar or with such other authority as it may deem fit. Such Memorandum of Cancellation and Termination shall be binding upon the second party with the spirit and intention, as if the second party is executants/s to the same, and such Memorandum be executed by the First party, also in representative capacity on behalf of the second party by virtue of POA. The second party hereby grants irrevocable consent power and authority to the First party for the same.

Provided further that upon termination of this Agreement as aforesaid, the First party shall refund to the second party the installments of sale consideration of the

Apartment which may till then have been paid by the second party to the First party, within a period of 30 days of the termination, after deducting 10% of total value of the Apartment due amount as provided in clause 1 (C) herein above ("Payment Plan") as cancellation charge + administrative charges. or liquidation damages, to which the second party hereby agrees if the amount paid till termination notice is less than 10 % of the consideration, then the first party will be entitled to recover the balance amount falling short 10% of the total consideration from the second party and the second party shall pay the same within 15 days of the termination. Upon issue of notice of termination, the second party shall have no claim of any nature in respect of the Apartment save and except the amount to be received by the second party.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the First party at their option in the said building and the Apartment are as are set out in Annexure 'C', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before **31st day of March 2024**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the First party shall be entitled to extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) Force majeure condition like war, earthquake, civil commotion or act of God shortage of building material, labor problem or any other natural calamity.
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court. And
- (iii) Due to any Govt. /semi Govt. /competent authority's policy or all type of approvals/disapprovals, beyond the control of the first party the construction of the project may be delayed, in such circumstances, the second party is not entitled for any loss/damage or any compensation or any interest loss for his/her/their Apartment, which shall remain binding to the second party and the second party will not be entitled for the possession of said property in due time in such all above (i, ii, !!!,)Circumstances. This may be delayed on account of such circumstances beyond the control of the first party.

- 7.1 **Procedure for taking possession** - The First party, upon obtaining the occupancy certificate/ B.U. Permission from the competent authority and also full payment received from the second party as per the agreement shall offer in writing the possession of the Apartment, to the second party in terms of this Agreement to be taken within 1 (one) month from the date of issue of such notice and the First party shall give possession of the Apartment to the second party. Subject to The second party agree(s) to pay the maintenance charges/Contribution & maintenance Deposit as determined by the First party or association of the purchaser, formed / to be formed as the case may be. The First party on its behalf shall offer the possession to the second party in writing within 7 days of receiving the occupancy certificate/ B.U. Permission of the Project. The First party agrees and undertakes to indemnify the second party in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the First party.

- 7.2 The second party shall take possession of the Apartment within 15 days of the written notice from the first party to the second party intimating that the said Apartment are ready for use and occupancy:

- 7.3 **Failure of The second party to take Possession of Apartment:** Upon receiving a written intimation from the First party as per clause 7.1, the second party shall take possession of the Apartment from the First party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the First party shall give possession of the Apartment to the second party. In case the second party fails to take possession within the time provided in clause 7.1and 7.2 the second

party shall continue to be liable to pay maintenance charges as applicable and holding charges as may be fixed by the owner.

- 7.4 If within a period of five years from the date of handing over the Apartment to the second party, the second party brings to the notice of the First party any structural defect in the Apartment or the building in which the Apartment are 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 their own cost and in case it is not possible to rectify such defects, then the second party shall be entitled to receive from the First party, compensation for such defect in the manner as provided under the Act. Provided that 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

The second party agree/s and abide and confirm that shall Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment. it is clearly understood between the second party and first party that side walls adjoining to other Apartment, upper and ground floor ceiling has to be jointly owned and shared and maintained by the respective adjoining Apartment owner and owner of upper and lower floor of the Apartment.

8. The second party shall use the Apartment or any part thereof or permit the same to be Used only for purpose of residence only and for no other use. All parking areas of the project are on an allocation basis and allocation rights are solely with the first party. The first party in it's sole discretion has provided vehicle parking spaces in the Hollow Plinth or at ground level or ground level margin as well as in the basement of the buildings for the parking of vehicles of the Apartment owners. The second party is/are to be provided allocated one parking slot to each Apartment. The second party and his/her/their/it's

family members shall park their vehicle only in their allocated/specified parking slot/area and he/she/they/it and/or their family member are not and shall not be entitled or allowed to park their vehicles in the allocated parking area of any other member or in the visitors parking area. Such exclusive allotment of parking slot is not separable or impartible from the Apartment, which shall always go together and shall enure with the Apartment. The first party has right to provide other parking slots to other members which the first party may deem fit. The second party agree/s to abide by the parking allocation arrangements made by the First party and agree/s not to raise any objection or dispute in this regard in future. The first party further declares / s that he / she / they / it has / have not paid any additional or separate/special amount for allotment of parking slots space. This allocation is in benefit of good management of the society traffic and

for proper administration and maintenance of the society. The second party shall use the allotted parking space only for purpose of parking vehicle only.

9. The second party along with other the allottee(s) of Apartment in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the First party may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the First party within seven days of the same being forwarded by the First party to the second party, so as to enable the First party to register the common organization of the second party. No objection shall be taken by the second party if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The second party shall be liable to bear and pay the proportionate share of maintenance contribution (for the first two years maintenance) before possession of Rs. 50000/- (Rupees FIFTY THOUSAND Only) to the first party and the income thereof will be utilized to meet the expenses of common electricity bills, salaries, maintenance, repair, replacement, etc. of the common amenities, facilities, services, conveniences and common infrastructure of the scheme and local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. the second party shall pay to the First party such proportionate share of outgoings as may be determined. And also over and above the second party shall pay the maintenance deposit to the first party before possession of Rs.125000/- (Rupees ONE LAC TWENTY FIVE THOUSAND Only) such maintenance deposit without interest will finally be transferred - handed over to the Society simultaneously with the handing over of the project to it.

10. Over and above the amounts mentioned in the agreement to be paid by the second party, the second party shall on or before delivery of possession of the said premises shall pay to the First party such proportionate share of the outgoings as may be determined by the First party and which are not covered in any other provisions of this agreement.

11. REPRESENTATIONS AND WARRANTIES OF THE FIRST PARTY

The First party hereby represents and warrants to the second party as follows:

- i. The First party has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The First party has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land.

- iv. There are no litigations pending before any Court of law with respect to the project land or Project;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the First party has been and shall, till the conveyance deed executed to prospective allotted, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - vi. The First party has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the first party is prevented from Entering in to this agreement;
 - vii. The First party has not entered into any agreement for sale and/or Development agreement or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of The second party under this Agreement;
 - viii. The First party confirms that the First party is not restricted in any manner whatsoever from selling the said Apartment to the second party in the manner contemplated in this Agreement;
 - ix. The First party has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project/Apartment to the competent Authorities; till the conveyance deed executed in favors of the second party.
 - x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Apartment or project land) has been received or served upon the First party in respect of the project land and/or the Project.
12. The second party/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the First party as follows:-
- i. To maintain the Apartment at the second party's own cost in good and tenantable repair and condition from the date of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the second party in this behalf, the second party shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the First party to the second party and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the second party committing any act in contravention of the above provision, the second party shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the First party and/or the Society or the Limited Company and it is clearly understood between the second party and first party that side walls adjoining to other Apartment, upper and ground floor ceiling has to be jointly owned and shared and maintained by the respective adjoining Apartment owner and owner of upper and lower floor of the Apartment.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. The second party shall insure and keep insured the Apartment against loss or damage by fire, earthquake, riot, war, flood, civil commotion, act of God or such other risks to the full value thereof with nationalized insurance company of repute having office at Ahmedabad/Gandhinagar and whenever required he/she/it/they shall produce to the First party the policy / policies of such insurance and the receipt for the last Premium paid in respect thereof and in the event of the Apartment being damaged or destroyed by fire or otherwise to spend the insurance money for the repair, rebuilding or reinstatement of the Apartment as soon as reasonable, practical and required. However if the first party has to spend more amount than received from the insurance company the extra construction cost will be payable by the second party in the proportion thereof.
- vii. Not to put anything personal items, furniture, shoes rack or anything and also Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the passage, lobby or any common area or in the compound or any portion of the project land and the building in which the Apartment is situated.
- viii. The second party shall not hang cloths in the balcony or out-side view of building, for drying, or otherwise shall not do anything which will not give proper decorum and decency to the building.
- ix. The second party shall not fix safety grills outside glass window which will not give proper decorum and decency to the building. If required the second party shall fix safety grills inside glass window.
- x. Pay to the First party within fifteen days of demand by the First party, his share of security deposit demanded by the concerned local authority or Government or giving

water, electricity or any other service connection to the building in which the Apartment is situated.

- xi. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of change of user of the Apartment by the second party for any purposes other than for purpose for which it is sold.
- xii. The second party shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the second party to the First party under this Agreement are fully paid up and also the second party shall not without the written permission of the first party let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of the said property or any right in the said property nor agree to assign, underlet or part with his interest or the benefit of this agreement or any part thereof or in the said property, until the second party shall have paid full consideration payable to the first party under this agreement and shall have obtained prior approval of the first party/maintenance forum established by the first party. The second party shall remain bound to observe the terms and conditions imposed while granting permission.
- xiii. The second party shall observe and perform all the rules and regulations which the Society or the Limited Company or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the Observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The second party shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xiv. The second party shall permit the First party and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said project, said building and said Apartment or any part thereof to view, examine and if required to maintain the state and condition thereof. The second party at his/her/it's cost shall carry out and remedy or put right the wants without delay.
The second party shall at no time demand partition of his / her / their/it's interest in common open plots and roads and the development of the said land including common assets, it being agreed and declared by the second party that his / her / their/it's interest is and shall always remain impartible.
- xvi. The second party is entitled to only F.S.I which has been utilized for construction of the said Apartment and shall not be entitled to ask for any further FSI.
- xvii. The second party agrees/s that through he/they shall become once, independent owner/s of the said Apartment, the said Apartment shall be used, occupied, and transferred in any manner as per the rules and regulations that shall be framed by the first party/society/maintenance forum.
- xviii. The second party agree/s and is/are aware that other unsold Apartment shall be transferred to other purchaser/s /allottee/s in future and all other owners shall also be entitled to use and enjoy the common facilities and they shall have undivided interest therein at par upon payment of all dues and becoming member of the society/maintenance forum.

- xix. The second party shall not let, sub-let, transfer, assign or part with his/their interest/benefit of this agreement consents without the prior written permission of the first party.
 - xx. The second party is/are aware and agree that the first party shall have all rights with respect to the residual or unutilized FSI with respect to the project land and the first
 - xxi. party shall have full discretion and authority to utilize and/or to dispose if off in the manner they like even after formation of society/ maintenance forum.
13. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and Building or any part thereof. The second party shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the First party until all the Apartment disposed of and full consideration amount received by the first party.

14. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or Agreed to take such unit.

15. BINDING EFFECT

Forwarding this Agreement to the second party by the First party does not create a binding obligation on the part of the First party or the second party until, firstly, the second party signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the second party and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the First party. If the second party(s) fails to execute and deliver to the First party this Agreement within 30 (thirty) days from the date of its receipt by the second party and/or to appear before the Sub-Registrar for its registration as and when intimated by the First party, then the First party shall serve a notice to the second party for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the second party, application of the second party shall be treated as cancelled and all sums deposited by the second party in connection therewith including the booking amount shall be returned to the second party without any interest or compensation whatsoever as mentioned herein above in clause no.4.2 and the second party will become allottee/owner of the Apartment only after execution of final sale deed/conveyance deed,

16. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences,

arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be.

17. RIGHT TO AMEND

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

18. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE SECOND PARTY/
SUBSEQUENT THE ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent transferees/purchaser/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

20. 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.

21. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

22. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the First party through its authorized signatory at the First party's Office, or at some other place, which may be mutually agreed between the First party and the second party, in Gandhinagar after the Agreement is duly executed by the second party and the First

party or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Gandhinagar.

23. The second party and/or First party shall present this Agreement as well as the conveyance deed at the proper registration office of registration within the time limit prescribed by the Registration Act and the First party will attend such office and admit execution thereof.
24. That all notices to be served on the second party and the First party as contemplated by this Agreement shall be deemed to have been duly served if sent to the second party or the First party by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below.

Name of the second party: -

Address of the second party: -

Email ID of the second party: - _____

Name of the First party: - **HARIDEV BUILDCON**

Address of the First party: - **DEV AALAY, SARGASAN, TA:-GANDHINAGAR**

Email ID of the First party: - **Projects@haridev.in**

It shall be the duty of the second party and the first party to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the first party or the second party, as the case may be. In the event of joint Allottee, such notice communications etc. may be addressed to the first of such joint Allottee, and it shall be deemed to have been served to other Allottee.

25. WAIVER

Any delay by the first party in enforcing the terms of this agreement or any forbearance or giving time to the second party shall not be considered as a waiver on the part of the First party and it shall not in any manner prejudice the right/remedies of the First party.

26. SURVIVAL

Termination of this agreement: -

- (a) Shall not relive the second party of any obligations which expressly or by implication survives termination hereof.
- (b) shall not relive the second party of any obligations, liabilities, to loss or damage to the First Party arising out of or caused by acts or omissions of the second party during the currency or arising out of this Agreement.

27. JOINT THE PROSPECTIVE ALLOTTEES

That in case there are Joint prospective allottees all communications shall be sent by the First party to the second party whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the prospective allottees. This apart the First named prospective Allottee will only be able to represent their interest and the joint Allottee shall have no separate or independent right. However the liabilities responsibilities and obligations under this agreement shall be joint and several of the joint Allottees.

28. Stamp Duty, Registration other expenses:- The charges towards stamp duty and Registration of this Agreement and conveyance shall be borne by the second party and the agreements, conveyance and other documents and writing will be prepared by advocate of the First Party and the second party shall bear its legal charge.

29. This agreement shall come to an end upon occurrence of any of following events :-

- (1) Registration of conveyance deed/Sale deed in favour of the second party.
- (2) Termination of allotment of unit to the second party by the first party in terms of the documents of allotment and this agreement.
- (3) Cancellation of this agreement as mutually agreed upon by and between the parties

30. This project shall always be known as **“DEV AALAY”**.

31. It is agreed that if anything agreed upon as recorded herein is found inconsistent with what has been advertised by any means, what is agreed herein shall prevail.

32. The First party accepts no responsibility or liability if any remittances or transfer of money is attracted by the provisions of Foreign Exchange Management Act 1999 and statutory amendments thereof.

33. No possession of the Apartment is given at the time of execution of the agreement. it shall be given at the time of conveyance or as mentioned herein.

34. GOVERNING LAW

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

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

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

ALL THAT pieces or parcels of Freehold Non-Agriculture Land bearing **Block No. 164** of Mouje Sargasan admeasuring **6184 sq.mts**, which bears **Final Plot No. 23** admeasuring **4020 sq. mtrs.** of Town Planning **Scheme No.07** (Sargasan) of Gandhinagar taluka in Registration District and Sub- District Gandhinagar.

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

- 2 Premium lifts for each block.
- Finished staircase with SS railing.
- Elegant entrance foyer at ground floor level with granite/marble flooring.
- Compound Pavement with designer tiles/natural stone or blocks.
- Attractive entry gate with provision of Security cabin.
- Professionally designed landscape garden and ample parking facility & decorative lighting.
- Water supply with U.G tank and O.H. tank.

SCHEDULE ‘A’
(Description of the Apartment)

All that premises being Apartment No._____ on _____ floor in the **BLOCK** – _____ having carpet area admeasuring _____sq. mts, and balcony-__ admeasuring_____ Sq. mts, and balcony-2 (wash area) admeasuring about _____Sq. mts, thus aggregating to total admeasuring _____ Sq. mts in the scheme known and named as “**DEV AALAY**” situated at bearing **Final Plot No. 23** admeasuring **4020 sq. mts**, of Town Planning **Scheme No.07** (Sargasan) of Gandhinagar given in Lieu of land bearing **Block No.164** admeasuring **6184 sq.mts**, of mouje Sargasan of Taluka Gandhinagar in the Registration District and Sub-District Gandhinagar.

The said Apartment No._____ of Block –_____ is bounded as under: -

North by :
South by :
East by :
West by :

(21)

SCHEDULE 'B'
(Floor Plan of the Apartment)

ANNEXURE -A
(Unit Plan of the Apartment)

ANNEXURE –B
**(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate
Regulatory Authority)**

ANNEXURE – C
(Specification and amenities for the Apartment)

- RCC frame structure over stilts and basement.
- Polymer textured external walls with acrylic paint.
- Cement plastered internal walls with white cement based putty.
- Designer vitrified tiles flooring in Drawing, Dining, Kitchen, Passage & Balconies.
- Digital/vitrified tiles in all other bed rooms.
- Tiles dado in all toilets up to lintel level.
- Decorative polished main entrance door with locking arrangement.
- Painted flush internal doors with wooden frames & SS/Brass hardware.
- Powder coated aluminum frame sliding windows with clear glass.
- Granite jambs for all windows.
- Single Phase concealed electrical copper wiring (ISI) with ample electrical points and MCB & ELCB protection.
- Premium quality modular switches.

- Provision for DTH TV connectivity in drawing room.
- Provision for internet connectivity.
- Electric points for Geyser in all toilets.
- Granite top kitchen platform.
- SS sink with drain board.
- Designer glazed tiles dado up to lintel level.
- Glazed tiles dado up to sill level on wash balcony & below kitchen platform.
- Provision for convenient water purifier installation.
- Provision for convenient washing machine installation.
- Good quality concealed CPVC internal plumbing lines in all toilets and kitchen.
- Suspended drainage lines in all toilets.
- Quality sanitary ware & fitting in all toilets.

❖ **Please note: -**

- Stamp Duty, registration charges, legal charges, GST & electricity company charges (including sub-station & cable) and any additional charges or duties levied by the Government/Local authorities, during or after the completion of the project shall be payable extra by the purchaser/member/unit holder/allottee as applicable.
- Society maintenance Deposit & Maintenance charges will be payable extra by the purchaser/member/unit holder/allottee as applicable.
- In the interest of continual development in design & quality of construction, the BUILDCON/Promoters reserve all rights to make any Changes in the project including technical specifications, Designs, planning, layout and these changes shall be binding to all purchaser/member/unit holder/allottee.
- Changes/alteration of any nature, by purchaser/member/unit holder/allottee including the elevations, exterior colour scheme of the project or any other change affecting the overall design concept & outlook of the project as well as any structural changes inside & outside are strictly NOT PERMITTED during or after the completion of project.
- Furniture & fixtures shown in the images of the brochure are just for presentation and are not offered with the project.
- This brochure is intended only for easy display and information of the project and does not form part of legal document.
- The BUILDCON/Promoters reserve all tile to design, construct & sell any additional area, units, apartments and/or floors in case of any increase in permissible FSI or Built-up area by the Competent Authority, at any times during or after completion of the project and the same shall be binding to all unit holders/purchasers/allottee and the project as a whole.
- Rights to the terrace will remain vested with the BUILDCON/Promoters at all times during or after completion of the project.

IN WITNESS WHEREOF the parties hereto set and subscribed their hands and seal at

Gandhinagar this _____ day of _____ 2021

FIRST PARTY

Signed and delivered by the within named.

HARIDEV BUILDCON a partnership firm
Through its partner
Shri Kshitij D. Patel

In the presence of

1. _____

2. _____

PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF
REGISTRATION ACT

FIRST PARTY

Signed and delivered by
The within named

PHOTO

LEFT THUMB

HARIDEV BUILDCON

a partnership firm
Through its partner
Shri Kshitij D. Patel

SECOND PARTY

Signed and delivered by
The within named

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