

Agreement for Sale

(WITHOUT POSSESSION)

This Agreement made at.....this.....day of..... in the year Two Thousand and Twenty between;

1. Mr. Biren Rohitbhai Patel, (Aadhar no. _____) son / daughter of _____, aged about 29, Occupation Business, residing at: _____, (PAN _____),

2. Mr. Prashilkumar Rakeshbhai Patel, (Aadhar no. _____) son / daughter of _____, aged about 24, Occupation Business, residing at: _____, (PAN _____), hereinafter called the "**Vendor / Land Owner**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees), of the **First Part**.

AND

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, Occupation _____, residing at: _____, (PAN _____), hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees), of the **Second Part**.

AND

M/s. Raama Buildtech, a partnership firm, duly registered under the Indian Partnership Act, 1932, having its principal place of business at _____ **Vadodara** **PAN Card No.** _____ **through its Authorized Partner - Mahendra Sajjanraj Bafna, aged adult, Occupation Business, residing at:** _____, **Vadodara** hereinafter referred to as "**the Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **Third Part**.

WHEREAS

R.S. No. 702/2/paiki/1

- The land bearing R.S. No. 702/2/paiki/1 found in the names of Fulabhai Dadabhai, and after his death the names of his legal heir - Ravjibhai Fulabhai is name mutated on revenue record by virtue of succession vide entry no. 257 dated 12.06.1954.
- Further, (1) Barot Ravjibhai Fulabhai, (2) Barot Bhikhubhai Ravjibhai, (3) Barot Gulabsinh Ravjibhai and his minor son Alpesh, (4) Barot Sureshbhai Ravjibhai and his minor son Satish and minor Sujit, (5) Barot Chandubhai Ravjibhai, (6) Barot Maheshbhai Bhikhabhai, (7) Barot

Hemantbhai Bhikhabhai have executed reg. sale deed in favour of (1) Yogeshbhai Mukundlal Seth, (2) Jehul Prakashbhai Patel, (3) Arvindhbhai Ambalal Patel, (4) Mahendrabhai Ambalal Patel on 20/3/2006 reg. at serial no. 1942 in respect of Block No. 702/2/paiki/1 total adm. 9915 sq. mtr. paiki adm. 6593 sq. mtr. paiki 2928 sq. mtr. Their names mutated in revenue Records vide entry no. 2870 dated 11.05.2006 and it is certified on 12.06.2006.

- Thereafter, (1) Yogeshbhai Mukundlal Seth, (2) Jehul Prakashbhai Patel, (3) Arvindhbhai Ambalal Patel, (4) Mahendrabhai Ambalal Patel have sold the land bearing R.S. No. 702/2, Block no. 655/A adm. 4543.00 sq. mtr. & 655/B adm. 2050 sq. mtr., total adm. 6593.00 sq. mtr. Paiki Block No. 2928.00 sq. mtr. (0-29-28 HA-RA-SQ) to Rajeshbhai Manilal Shah by reg. sale deed on 1/2/2008 reg. at serial no. 1035 and his name mutated in revenue records vide entry no. 3133 dated 05.02.2008 and it is certified on 10.03.2008.
- Further, owner obtain Development Permission vide No. UDA/Plan-7/Permission/36/2008 dated 28.01.2009 issued by VUDA.
- Further, Rajesh Manilal Shah has sold the land bearing R.S. No. 702/2 Block no. 655/A adm. 4543.00 sq. mtr. & 655/B adm. 2050 sq. mtr. total adm. 6593.00 sq. mtr. Paiki Block No. 2928.00 sq. mtr. (0-29-28 HA-RA-SQ) to Mehul Dilipbhai Pandya - Managing Director of Corner Point Infrastructure Pvt. Ltd., 4/4/2008 reg. at serial no. 5655 and his name is mutated in revenue record vide entry no. 3206 dated 19.04.2008. it was certified on 09.06.2008.
- Thereafter, Mehul Dilipbhai Pandya - Managing Director Corner Point Infrastructure Pvt. Ltd has sold the land bearing R.S. No. 702/2 paiki 1 and Block No. 655/A adm. 2928 sq. mtr. and T.P. No. 2 and F.P. No. 84 adm. 2049 sq. mtr., to Manoj Ramanbhai Prajapati on 12/9/2008 reg. at serial no. 13701 and his name is mutated in revenue record vide entry no. 3331 dated 19.11.2008.
- Further, Revised Development Permission was issued vide no. UDA/Permission/Plan-7/11/2009 dated 17.08.2009 issued by VUDA.
- Further, the land was converted for NA use vide N.A./S.R./25/2008-2009 & No. Land-D/Sec.65/Vashi/5115/2008 dated 24.12.2008 issued by Collector of Vadodara and the said entry of NA is mutated in revenue records vide entry no. 4193 dated 16.07.2015. it was certified on 17.08.2015.

R.S. No. 706

- The land bearing R.S. No. 702/2/paiki/1 found in the names of Shankarbhai Bapubhai, who sold the land to Desaibhai Ranchhodbhai on 22.12.1944 consideration of Rs. 5999/- and his name is mutated in revenue record vide entry no. 126 dated 12.02.1954.
- Further, Desaibhai Ranchhodbhai died on 24.01.1970 and the names of his legal heirs name (1) Bhikhubhai Desaibhai, (2) Minor Rameshbhai Desaibhai and (3) Bai Nathi Wd/o Desaibhai Ranchhodbhai their name mutated on revenue records by virtue of succession vide entry no. 1183 dated 03.03.1970 and it was certified on 26.07.1970.
- Further, Bhikhubhai Desaibhai changed his name to Lalitkumar Desaibhai and the effect was mutated in revenue records vide entry no. 1328 dated 10.05.1974 and it was certified on 05.03.1975.

- It is further, observed that family partition took place, and the land bearing RS No. 706 came to the share of Rameshbhai Desaibhai is name mutated on revenue records vide entry no. 1391 dated 20.05.1976 and it was certified on 01.03.1977.
- Further, the names of (1) Lalitbhai Desaibhai Patel, (2) Dahiben, (3) Hiraben, (4) Shantaben, (5) Savitaben were entered as a co-owners along with name of Rameshbhai Desaibhai and their names are mutated in revenue records vide entry no. 2442 dt: 1/8/1996 and certified on 3/9/1996.
- Further, (1) Patel Rameshbhai Desaibhai and others through its POA Holder Bharatbhai Mohanbhai Patel have sold the land bearing RS No. 702/1, 706, 711 by reg. sale deed to Patel Aulbhai Haribhai and Mukeshbhai D. Patel on 6/3/2000 and their names are mutated in revenue records vide entry no. 2608 and certified on 25/1/2001.
- Thereafter, (1) Atulbhai Haribhai patel & (2) Mukeshbhai Dahyabhai Patel have sold land bearing RS No. 702/1, 706 by reg. sale deed to Manojbhai Ramanbhai Prajapati on 3/10/2003 and his name is mutated in revenue record vide entry no. 2742 and certified on 9/1/2004.
- Further, the land was converted for NA use vide No. N.A./S.R./123/2007-2008 & No. Land-D/Sec.65/Vashi/3211/2008 dated 30.09.2008 issued by Collector of Vadodara and the said entry of NA is mutated in revenue records vide entry no. 3356 dated 21.02.2009.
- Thereafter Manojbhai Ramanbhai Prajapati along with Banakhat holder – Maa Infrastructure – partnership firm through its administrative partner Narshbhai Ramanbhai Prajapati have sold the land bearing R.S. No. 706, F.P. No. 83 paiki adm. 2546.70 sq. mtr., to Corner Point Infrastructure Pvt. Ltd. through its Chairman Mehul Dilipbhai Pandya by reg. sale deed on 30/1/2009 at serial no. 787 before Sub Registrar and his name is mutated in revenue record vide entry no. 3358 and certified on 1/6/2009.
- Further, Revised Development Permission is issued vide no. UDA/Permission/Plan-7/11/2009 dated 17.08.2009 issued by VUDA in respect of R.S. No. 706 & 702/2 paiki/1.
- Thereafter, the owner - Manoj Ramanbhai Prajapati has sold the land bearing R.S. No. 702/2 paiki/1, Block No. 655, T.P. No. 2, F.P. No. 84 adm. 2049 sq. mtr. & R.S. No. 706, T.P. No. 2, F.P. No. 83 adm. 5103 sq. mtr. and total adm. 2262 sq. mtr. (24348 sq. ft.), to Harishkumar Jayantilal Chokshi by reg. sale deed on 13/7/2015 reg. at serial no. 6110 before Sub Registrar, Vadodara.
- Further, Regd. Rectification Deed No. 11910 dated 11.12.2017 is executed in favor of Harishkumar Jayantilal Chokshi executed by Manoj Ramanbhai Prajapati in respect of R.S. No. 702/2 paiki/1 adm. 2049 sq. mtr. & R.S. No. 706 adm. 5103 sq. mtr. in three plots paiki Plot No. 1 adm. 549.58 sq. mtr., Plot No. 2 adm. 770.52 sq. mtr. and Plot No. 3 adm. 748.84 sq. mtr. total adm. 2068.94 sq. mtr. and Common Road adm. 193.06 sq. mtr. total adm. 2262 sq. mtr. (24348 sq. ft.) in sim of Village Ankodiya Regd. Dist. Vadodara.
- Further, again Regd. Rectification Deed No. 2970 dated 20.03.2020 executed in favor of Harishkuamr Jayantilal Chokshi executed by Manojbhai Ramanbhai Prajati in respect of R.S. No. 702/2 paiki/1, T.P. No. 2, F.P. No. 83 adm. 2049 sq. mtr. and R.S. No. 706, T.P. No. 2, F.P. No. 83 adm. 5103 sq. mtr. in three plots paiki Plot No. 1 adm. 549.58 sq. mtr., Plot No. 2 adm. 770.52 sq. mtr. and Plot No. 3 adm. 748.84 sq. mtr total adm. 2068.94 sq. mtr. and Common Plot and Road undivided land adm. 193.06 sq. mtr. and total adm. 2262.00 sq. mtr. in sim of village Ankodiya, Regd. Dist. Vadodara.

- The land bearing land R.S. No. 702/2/paiki/1, Block No. 655, T.P. No. 2, F.P. No. 84 adm. 2049 sq. mtr. sq.mtr. and R.S. No. 706, T.P. No. 2, F.P. No. 83 adm. 5103 sq mtr. and F.P. No. 84 and 83, Plot No. 1 adm. 549.58 sq. mtr., Plot No. 2 adm. 770.52 sq. mtr, and Plot No. 3 adm. 748.84 sq. mtr. in the sim of village Ankodiya, Regd. Dist. Vadodara was owned by Harishkumar Jayantilal Choksi who sold to Biren Rohitbhai Patel and Prashilkumar Rakeshbhai Patel by registered sale deed no. 8557 dated. 05.11.2020 before Sub Registrar.
- Thereafter, the land owners - Biren Rohitbhai Patel and Prashilkumar Rakeshbhai Patel have executed Reg. Development Agreement in favour of Rama Buildtech - Partnership Firm through partner- Mahendra Sajjanraj Bafna on 11/12/2020 at serial no. 9818 before Sub-Registrar in respect of property mentioned in Schedule I.
- The owners have obtained construction permission from VMSS vide no. _____ for construction of _____ & permission is granted, on the said land "**Raama Palacio-II**" scheme is constructed. (hereinafter referred to in **First Schedule** as "**the project land**").

AND WHEREAS the Promotor is entitled and enjoined upon to construct residential Units on the project land;

AND WHEREAS the Allottee is offered an Unit/Flat bearing number _____, (herein after referred to as the said "Unit/Flat ") in scheme called as "**Raama Palacio-II**" (herein after referred to as the said "Scheme") is constructed by the Promotor.

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

AND WHEREAS by virtue of the **Reg. Development Agreement** the Promoter has sole and exclusive right to sell the Flat/Unit in the said Scheme, constructed by the Promoter on the said "project land" and to enter into Agreement/s with the allottee(s)/s of the Scheme & to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promotor has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promotor's Architects Messrs **Space Plus** and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the Allottee if satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the Promotor, authenticated copies of Property card or extract of Village Forms 7/12, 8a & 6 or any other relevant revenue record showing the nature of the title of the land owner to the project land on which the Scheme is constructed have also been inspected by the Allottee and is satisfied in respect of the same.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority has been inspected by the Allottee.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promotor and according to which the construction of the Scheme and open spaces are proposed to be provided for on the said project has also been inspected by the Allottee.

AND WHEREAS the authenticated copies of the plans and specifications of the Unit/Flat agreed to be purchased by the Allottee has been annexed and marked as **"Annexure A"**.

AND WHEREAS the Promotor has got approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Scheme vide **Construction Permission VMSS/VUDA vide no. _____** and Scheme Completion Certificate vide _____.

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 Promotor while developing the project land and the said Scheme and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Scheme/s shall be granted by the concerned local authority.

AND WHEREAS the Promotor has accordingly commenced construction of the said Scheme in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promotor for allotment of a Unit/Flat No. of the said Project,

AND WHEREAS the carpet area of the said Unit/Flat No. ____ is ____ square meters/square feet and "carpet area" means the net usable floor area of an Unit/Flat , 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 Unit/Flat .

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 hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a total sum of Rs..... (Rupees) only, more particularly described in column below, being part payment of the sale consideration of the Flat/Unit agreed to be sold by the land owners & Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

Sr No.	Date	Bank Name / RTGS	Branch

AND WHEREAS, under Section 13 of the said Act the Promotor is required to execute a written Agreement for sale of said Flat/Unit with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the party of First, Second and Third part hereby agrees to sell and the Allottee hereby agrees to purchase the (Unit/Flat No. ____).

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

1. The Promotor has constructed the said Scheme consisting of **16 flat (4 BHK) and 2 Penthouse** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

The Allottee has accepted the terms and conditions of Allotment Letter and has already given his written consent in respect of any alteration or addition required by any Government authorities or due to change in law.

- 1(a) The Allottee hereby agrees to purchase from the Party of First Second & Promotor and they hereby agrees to sell to the Allottee Unit/Flat No. of carpet area admeasuring ____ sq. mtr /sq. feet on ____ floor in the **Raama Palacio II** (hereinafter referred to as "the Scheme") for the consideration of Rs. _____ (Rupees _____ only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** below. (the price of the Unit/Flat includes the proportionate price of the common areas and facilities).
- 1 (b) The total aggregate consideration amount for the Unit is thus Rs. _____/-
- 1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promotor the balance amount of Rs (Rupees) in the following manner :-
- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promotor after the execution of Agreement.
 - ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promotor on completion of the Plinth of the Scheme in which the said Unit/Flat is located.
 - iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promotor on completion of the slabs including podiums and stilts of the Scheme in which the said Unit/Flat is located.
 - iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promotor on completion of the walls, internal plaster, floorings doors and windows of the said Unit/Flat.
 - v. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Promotor on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Unit/Flat.
 - vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promotor on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Scheme or wing in which the said Unit/Flat is located.
 - vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promotor 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 Scheme in which the said Unit/Flat is located.

viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Unit/Flat to the Allottee on or after receipt of occupancy certificate or completion certificate.

- 1(d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promotor by way of GST or any other similar or applicable taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promotor) up to the date of handing over the possession of the [Unit/Flat], which shall be separately payable by the Allottee in the manner as may be decided by the Promotor.
- 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. The Promotor undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promotor shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promotor may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments **as per mutual understanding** for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promotor.
- 1(g) The Promotor shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Scheme is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promotor. If there is any reduction in the carpet area within the defined limit then Promotor shall refund the excess money paid by Allottee within forty-five days with annual interest at the **rate of SBI'S MCLR + 2 %, from the date when last**, such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promotor shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee authorizes the Promotor 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 Promotor may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promotor to adjust his payments in any manner.
- 2.1 The Promotor 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 Unit/Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Scheme.

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

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promotor as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promotor hereby declares that the Floor Space Index available as on date in respect of the project land is **adm. 2262 sq. mtr. square meters** only and Promotor has planned to utilize Floor Space Index of 2.7 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 Promotor has disclosed the Floor Space Index of 2.699 **as proposed** to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Unit/Flat based on the proposed construction and sale of Unit/Flat to be carried out by the Promotor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promotor only, till execution of sale deed in Allottee favour. It is agreed between the parties that the Promotor shall utilized all available FSI, till final execution of sale deed in his favor.
- 4.1 If the Promotor fails to abide by the time schedule for completing the project and handing over the Unit/Flat to the Allottee, the Promotor agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of **SBI'S MCLR + 2 % per annum**, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promotor, interest at the rate of **SBI'S MCLR + 2 % per annum**, on all the delayed payment which become due and payable by the Allottee to the Promotor under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promotor.
- 4.2 Without prejudice to the right of Promotor to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promotor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promotor shall at his own option, may terminate this Agreement:

Provided that, Promotor shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promotor within the period of notice then at the end of such notice period, Promotor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promotor shall refund to the Allottee (subject to adjustment and/or recovery of any agreed liquidated

damages or any other amount which may be payable to Promotor) within a period of thirty days of the termination, the instalments of sale consideration of the Unit/Flat, which may till then have been paid by the Allottee to the Promotor.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Promotor at his/her/its option in the said Scheme and the Unit/Flat as are set out in **Annexure 'C'**, annexed hereto.
6. The Promotor shall give possession of the Unit/Flat to the Allottee on or before **31/12/2024**. If the Promotor fails or neglects to give possession of the Unit/Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promotor shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Unit/Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promotor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promotor shall be entitled to reasonable extension of time for giving delivery of Unit/Flat on the aforesaid date, if the completion of Scheme in which the Scheme is to be situated is delayed on account of –

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

- 7.1 **Procedure for taking possession** - The Promotor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as the agreement shall offer in writing the possession of the [Unit/Flat], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promotor shall give possession of the Unit/Flat] to the Allottee. The Promotor agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promotor. The Allottee agree(s) to pay the maintenance charges as determined by the Promotor or association of allottees, as the case may be. The Promotor on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Allottee shall take possession of the Unit/Flat within 15 days of the written notice from the Promotor to the Allottee intimating that the said Unit/Flat are ready for use and occupancy:
- 7.3 **Failure of Allottee to take Possession of [Unit/Flat]:** Upon receiving a written intimation from the Promotor as per clause 7.1, the Allottee shall take possession of the [Unit/Flat] from the Promotor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promotor shall give possession of the [Unit/Flat] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Unit/Flat to the Allottee, the Allottee brings to the notice of the Promotor any structural defect in the Scheme in which the **“Raama Palacio II”** is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promotor at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be

entitled to receive from the Promotor, compensation for such defect in the manner as provided under the Act. Provided that the Promotor 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 Promotor or beyond the control of the Promotor.

8. The Allottee shall use the Unit/Flat or any part thereof or permit the same to be used only for purpose of residential only. He shall use the parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s) of Scheme shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promotor 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 Promotor within seven days of the same being forwarded by the Promotor to the Allottee, so as to enable the Promotor to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1 Within 15 days after notice in writing is given by the Promotor to the Allottee that the Scheme is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Scheme) of outgoings in respect of the project land and Scheme/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and Scheme/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promotor such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promotor provisional monthly contribution as decided by Promotor per month towards the outgoings. The amounts so paid by the Allottee to the Promotor shall not carry any interest and remain with the Promotor until the same is transferred to the society or the association or the limited company as aforesaid.
10. Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Promotor such proportionate share of the outgoings as may be determined by the Promotor and which are not covered in any other provisions of this agreement.
11. The Allottee shall pay to the Promotor as decided by him at time of, meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promotor in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTOR

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

- i. The Party of the First Part has clear and marketable title with respect to the **project land; and** the Promotor has the requisite rights to carry out development upon the project land, the Promotor also has actual, physical and legal possession of the project land for the implementation of the Project;
 - ii. The Promotor 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, if necessary;
 - iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
 - iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said Scheme are/is valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said Scheme shall be obtained by following due process of law and the Promotor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Scheme/wing and common areas.
 - v. The Promotor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vi. The Promotor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Unit/Flat] which will, in any manner, affect the rights of Allottee under this Agreement;
 - vii. The Promotor confirms that the Promotor is not restricted in any manner whatsoever from selling the said [Unit/Flat] to the Allottee in the manner contemplated in this Agreement;
 - viii. The Promotor 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 to the competent Authorities;
 - ix. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the land owners and also on Promotor in respect of the project land and/or the Project except those disclosed in the title report.
13. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Unit/Flat may come, hereby covenants with the Promotor as follows :-
- i. To maintain the Unit/Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit/Flat is taken and shall not do or suffer to be done anything in or to the Scheme in which the Unit/Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Scheme in which the Scheme is situated and the Scheme itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Unit/Flat or on any part of Scheme any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Scheme in which the Unit/Flat 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 Scheme in which the Unit/Flat is situated, including entrances of the Scheme in which the Scheme is situated and in case any damage is caused to the Scheme in which the Unit/Flat is situated or the Unit/Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Unit/Flat and maintain the Scheme in the same condition, state and order in which it was delivered by the Party of First Part & Promotor to the Allottee and shall not do or suffer to be done anything in or to the Scheme in which the Unit/Flat is situated or the Unit/Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Unit/Flat and/or Scheme 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 Unit/Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Scheme in which the Unit/Flat is situated and shall keep the portion, sewers, drains and pipes in the Unit/Flat 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 Scheme in which the Unit/Flat 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 Unit/Flat without the prior written permission of the Promotor and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the Scheme in which the Unit/Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit/Flat in the compound or any portion of the project land and the Scheme in which the Unit/Flat is situated.
- vii. Pay to the Promotor within fifteen days of demand by the Promotor, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Scheme in which the Unit/Flat is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit/Flat by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit/Flat until all the dues payable by the Allottee to the Promotor under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Scheme and the Unit/Flat therein and for the observance and performance of the Scheme Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Unit/Flat in the Scheme and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. The Allottee shall permit the Promotor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Scheme/s or any part thereof to view and examine the state and condition thereof.
 - xii. The Allottee shall permit the Promotor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
14. The Promotor shall maintain a separate account in respect of sums received by the Promotor from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit/Flat or of the said Plot and Scheme or any part thereof. The Allottee shall have no claim save and except in respect of the Unit/Flat hereby agreed to be sold to him /them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promotor until the same is transferred as hereinbefore mentioned.

16. **PROMOTOR SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promotor executes this Agreement he shall not mortgage or create a charge on the Unit/Flat No. _____ 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/Flat No. _____

17. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promotor does not create a binding obligation on the part of the Promotor or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promotor. If the Allottee(s) fails to execute and deliver to the Promotor this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promotor, then the Promotor shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

The Allottee agrees to the terms and conditions of the Provisional Allotment Letter issued to him/her dt: _____.

18. **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 Unit/Flat /Scheme, as the case may be.

19. RIGHT TO AMEND

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

**20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/
SUBSEQUENT ALLOTTEES**

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

21. 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Unit/Flat No. _____ to the total carpet area of all the Unit/Flat No. _____ in the Project.

23. 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.

24. PLACE OF EXECUTION

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

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

Name of Allottee

(Allottee's Address) Notified Email ID:_____

M/s. _____

Notified Email ID: _____

It shall be the duty of the Allottee and the Promotor 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 Promotor or the Allottee, as the case may be.

27. **JOINT ALLOTTEES**

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

28. **Stamp Duty and Registration:-** The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
29. **Dispute Resolution:-** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

30. **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 Vadodara 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 Vadodara in the presence of attesting witness, signing as such on the day first above written.

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

SCHEDULE OF THE PROPERTY
SCHEDULE I
"Project"

Reg. Dist: Vadodara, in the sim of village Ankodiya, bearing R.S. No. 702/2/paiki/1, Block No. 655, T.P. No. 2, F.P. No. 84 adm. 2049 sq. mtr. sq.mtr. and R.S. No. 706, T.P. No. 2, F.P. No. 83 adm. 5103 sq mtr. and F.P. No. 84 and 83 in Plot No. 1 adm. 549.57 sq. mtr., Plot No. 2 adm. 770.52 sq. mtr, and Plot No. 3 adm. 748.84 sq. mtr., total aera 2068.94 sq mtr and common plot and undivided area in land adm 193.06 sq mtr total area 2262.00 sq mtr., i.e 24348 sq ft., surrounded by;

East: F. P. No. 83 ad 84 paiki land.

West: 12 mtr. Road.

North: F.P. No. 83 paiki land and common plot.

South: 12 mr. Road.

SECOND SCHEDULE OF THE PROPERTY SOLD

Unit/Flat No. ____, build up area ____, along with undivided common area, total, in the scheme known as "Raama Palacio 2" surrounded by;

East:

West:

North:

South:

Party of the First Part
Vendor / Land Owner

Witness

1. Biren Rohitbhai Patel

2. Prashilkumar Rakeshbhai Patel

Party of the Second Part
- Allotee / s

Party of the Third Part
Promotor

Raama Buildtech – partnership firm,

through its Partner - Mahendra Sajjanraj Bafna

Photograph of Property

Unit/Flat No. _____ - in "Raama Palacio 2" Ankodia, Vadodara.

THE SCHEDULE AS PER CLAUSE NO. 32 A OF THE BOMBAY REGISTRATION ACT, 1908.

Name	Photograph	Thumb Impression
Party of the First Part Vendor / Land Owner Biren Rohitbhai Patel Prashilkumar Rakeshbhai Patel		
Party of the Other Part - Allotee / s Mr./ Mrs. _____		
Party of the Third Part		

ELECTRIFICATION

Electrification Concealed ISI mark copper wiring with suitable MCBs, Modular Switches and provision for telephone, TV Cable, Internet, Inverter ready wiring etc. ELCB and individual 3 Phase Meter will be provided for each flat.

PLUMBING

Concealed internal hot & cold plumbing with SILENCIO pipe (Noise less). Centralized hot water system in each apartment.

ANNEXURE “B”

(Copy of Registration Certificate obtain from Real Estate Regulatory Authority)

ANNEXURE “C”

(Description of amenities to be provided in the said Unit)

- Swimming pool with Changing room.
- Indoor game Area comprising of TT, Carrom Board , Soccer table & more.
- Play area for children with EPDM flooring
- Gymnasium with steam room & Jacuzzi.
- Multipurpose hall with Party lawn .
- Terrace garden.
- Designer Entrance Gate.
- Internal Road Made with Paver block.
- Allotted 3 car parking.
- Provisional Height for Mechanical parking.
- CCTV Surveillance with Wi-Fi Common area with Fiber Optical internet provision.
- Power backup for common area & lift.
- Common electrical charging points.
- Driver waiting room.
- Well designed Foyer with air conditions.
- Well designed Landscape area across the campus.
- Large gathering area.