

AGREEMENT TO SELL

This Agreement to Sell is executed today on dated 24.02.2021 at Vadodara by the:

PARTY OF FIRST PART – Writer/Landowner/Promoter:

SHREEM ENTERPRISE (PAN NO. AECFS 5046L), a partnership firm named as such, having its address at Solitaire-9, Near Darshanam-99, Sama Savli Road, Vadodara, Gujarat, India represented by and through its MANAGING PARTNERS, viz. (1) **Mr. Maunish Devang Desai**, AND (2) **Mr. Kaushal Devang Desai**, both adults, Occupation Business,

(Who hereinafter in this Agreement to Sell shall be collectively referred to as “the Writer/Party of First Part/Landowner/Promoter”, which meaning of words would mean and include the said Writer-Party of First Part itself and its heirs, successors, assignees, executors, etc. all.)

In favour of the, Party of the Second Part: Purchaser /s:

- (1) Shri/Shrimati _____ aged about ____ years,
Occupation: _____, PAN No. _____, Aadhaar No. _____, address: _____,
- (2) Shri/Shrimati _____ aged about ____ years,
Occupation: _____, PAN No. _____, Aadhaar No. _____, address: _____,

(who hereinafter in this agreement shall be referred to as Allottee, Recipient or Party of the Second Part).

(Who hereinafter in this Agreement to Sell shall be referred to as “the Party of the Second Part- Purchaser/s /Allottee” which meaning of words would mean and include the said Party of Second Part self and his/her/their heirs, successors, etc. all)

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Signatures of Writer/Promoter

Signatures of Purchaser/Allottee

Agreement to Sell for Unit NO. ____ on ____ floor in the commercial scheme titled as “**OAKWOOD SQUARE**” organized over the land of Plot No.A-1 of Jyoti Park Coop. Housing Society Ltd. situated on C.S. No. 448 to 479, 455/Paiki-30, Mouje Village Nagarwada, Reg. Dist. and Sub Dist. Vadodara,

That the Writer/Landowner/Promoter herein executes Agreement to Sell the property stated Schedule-2 in favour of Party of Second Part/ Purchaser/s herein that:

WHEREAS, the Party of the First Part –Vendors/Promoter’s firm and its managing partners is the owner in occupation, enjoyment and possession of immovable property being **Plot No.1 (old Plot NO. A-1) adm. 422.40** situated the society named as **JYOTI PARK COOPERATIVE HOUSING SOCIETY LTD**, more particularly described in Schedule-1 hereunder) (bearing Reg. No. GH.2073 dated 29.04.1973) organized over the non-agricultural lands of R. S. No. 14,15/1, 22, 40, 42, T.P. Scheme No.9, Final Plot No.59, City Survey No.448 to 479, 455 Paiki, 30, in Mouje Village Nagarvada, Vadodara City (Vibhag-1) Kasba in Registration District and Sub Registration District Vadodara. The Party of the First Part - SHREEM ENTERPRISE, a partnership firm through its Managing Partners Mr. Maunish Devang Desai and Mr. Kaushal Devang Desai has purchased the said Plot No. A/1 from its owners Mr. Anantbhai Tulsibhai Patel and Mr. Ramanbhai Tulsibhai Patel under a registered Sale Deed at Sr. No1419 dated 14.02.2020 and accordingly, the name of said firm and its Managing Partners has been duly mutated in the property card of City Survey No. 448 to 479, 455 Paiki/30 vide Entry No. 3532 dated 16.07.2020 duly certified on 05.09.2020. Thus, the present Vendor Firm and its partners have full right, power and authority to deal with the said plot property as owners thereof.

AND WHEREAS, the history of the said plot is – that the land **Plot No.1 (old Plot NO. A-1)**, having Final Plot No.59/30, was allotted originally in favour of member of the society Anantkumar Tulsidas Patel vide Share Certificate No.149 having Dist. Nos. 879 to 908 and Allotment Letter dated 31.12.1971. Thereafter, the said property was mutated/transferred in society record in the name of Tulsibhai Jivabhai Patel vide Resolution No.88 of the Society dated 30.06.1974, which was entered in Property card of City Survey vide Entry No.279 dated 07.01.1998. Thereafter upon death of said

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Signatures of Writer/Promoter

Signatures of Purchaser/Allottee

Agreement to Sell for Unit NO. ___ on ___ floor in the commercial scheme titled as **“OAKWOOD SQUARE”** organized over the land of Plot No.A-1 of Jyoti Park Coop. Housing Society Ltd. situated on C.S. No. 448 to 479, 455/Paiki-30, Mouje Village Nagarwada, Reg. Dist. and Sub Dist. Vadodara,

Tulsidas Jivabhai Patel on dated 12.02.2000 and on the basis of Registered Will at Sr. No. 280 executed on dated 19.03.1994, upon deleting the name of Sushilaben Tulsidas Patel d/o. Tulsibhai Patel, and upon death of Dahiben w/o. Tulsibhai Jivabhai Patel, since the Vendors-Party of the Second herein becoming her successors in direct line in the society record as well as property card of the City Survey, the Entry No.595 dated 18.03.2000 was post and on certifying the same on dated 08.05.2000, joint names of Party of the Second Part herein have been entered in the record. Thus, the aforesaid two persons inherited the said Plot No. A-1 of the society and were joint owners, attorneys and possession holders of the said property.

Now, therefore, the present Agreement to Sell is executed between the parties hereto as per following terms and conditions:

- 1) The permission for making non-agricultural use for residential purpose for the lands of aforesaid society was given by the Collector, Vadodara vide Order No. Land/A/2539/38 dated 30.08.1968. The necessary permission for non-agricultural use for commercial purpose in respect of scheme land of **Plot No. A-1** of the society has been granted by the Collector, Vadodara, vide his order No. 165/19/17/010/2021 dated 05.02.2021.
- 2) The plans for commercial construction over the said scheme land of Plot No. A-1 of the society has been sanctioned by Vadodara Mahanagar Seva Sadan vide Rajachithhi No. **Ward-8/SHB-108/2021-2022** dated **21.03.2022** for making **construction of parking in basement and 3 - division-showroom on Ground Floor, + 4 shop-showroom on FF + 4 showrooms from SF to TF, 16 offices from Forth Floor to Seventh Floor + stair cabin + Lift machine room**, only as per said Rajachithhi. Accordingly, the commercial scheme titled as **“OAKWOOD SQUARE”** has been organized over the said land.

The commercial scheme named as **“OAKWOOD SQUARE”** is registered as per provisions of the Real Estate Regulation and Control Act vide Reg. No. **PR/GJ/VADODARA/VADODARA /OTHERS/CAA08343/160421** dated **16/04/2021**. The copy whereof is appended herewith.

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Signatures of Writer/Promoter

Signatures of Purchaser/Allottee

Agreement to Sell for Unit NO. ___ on ___ floor in the commercial scheme titled as **“OAKWOOD SQUARE”** organized over the land of Plot No.A-1 of Jyoti Park Coop. Housing Society Ltd. situated on C.S. No. 448 tro 479, 455/Paiki-30, Mouje Village Nagarwada, Reg. Dist. and Sub Dist. Vadodara,

- 3) The Writer Firm who has made construction over the scheme land has power and authority to sell the commercial units in the said scheme and to execute this agreement to sell, to recover agreed the sale price in respect of the Schedule-2 property.
- 4) The land under the scheme stated in Schedule-1) hereunder and its maps, guidelines and measurements of the said property of the Writer have been prepared by Writer's Architect Mr. Tushar Pandya and name of the Structural Engineer is Dr. V.R. Patel and the same are as per rules and regulations framed under the Real Estate (Regulation and Control) Act, 2016 (hereinafter referred to as the said Act) and inspection of the concerned documents has been allowed/ permitted to the Purchaser/Allottee and the Purchaser/Allottee is fully satisfied about the same and thereafter decided/agreed to purchase the Schedule-2 property.
- 5) The Writer of this document is the lawful owner of the scheme land mentioned in Schedule-1 hereunder and the authentic copies concerned Title Clearance Report, Record of Right of Property (Property card) Share Certificate of the society or other concerned papers showing the ownership of the writer in the revenue record on which land the said scheme is constructed, the inspection thereof has been also permitted/ allowed to the Purchaser/Allottee and the Purchaser is fully satisfied about the same and thereafter decided/agreed to purchase the Schedule-2 property.
- 6) In respect of scheme land described in Schedule-1 the Purchaser/Allottee has made inspection of the copies of sanctioned maps by concerned local body. Moreover and wherever as per proposal made by the Writer in respect sanctioned maps of commercial units being constructed and open space, the provisions is made in the said scheme to provide the same. The Purchaser has also made inspection of the same and accordingly, the Purchaser has agreed and consented to purchase Schedule-2 property.

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Signatures of Writer/Promoter

Signatures of Purchaser/Allottee

Agreement to Sell for Unit NO. ___ on ___ floor in the commercial scheme titled as **“OAKWOOD SQUARE”** organized over the land of Plot No.A-1 of Jyoti Park Coop. Housing Society Ltd. situated on C.S. No. 448 to 479, 455/Paiki-30, Mouje Village Nagarwada, Reg. Dist. and Sub Dist. Vadodara,

7) In respect of maps, measurement, show (elevation) of the said commercial scheme, certain sanctions/approvals have been obtained from concerned competent local bodies by the Writer/ Vendor herein and the remaining sanctions/approvals shall be taken as per requirement from time to time at the time of Completion Certificate or Occupation Certificate of the said property. The specific conditions, rules, restrictions and impositions decided at the time of granting sanction to the maps by the concerned local body and/or government will be observed/fulfilled by the Writer/Vendor at the time of making development of the scheme land and construction of commercial units only on the basis of its observance and adoption, either Completion or Occupation Certificate shall be given in relation to the said property by the concerned local body and where the writer/vendor has commenced the construction of the said property as per proposed plans and the application has been made to the Writer/Vendor for allotment of the property being Unit/Shop/Office Premises No.____ on _____ floor where the said scheme **“OAKWOOD SQUARE”** being constructed by the Vendor/Writer and net construction area (carpet area) under the said property comes to _____ Sq. Mts. and common undivided area parking falling to the share of said property is _____ Sq. Mts. totally. The meaning of the aforesaid carpet area is net usable area of the unit which is inclusive of the area of walls making separation of internal parts. However, in the said area, it shall not include external walls, service site, etc. and shall not include common passage, open terrace and common parking area. Relying upon consent, assurance and trust given by both parties of this deed to one another and accepts the obligation all conditions, rules and restrictions included in this agreement and all applicable laws with loyalty and agrees to execute this Agreement as per conditions and rules stated hereinafter. The Office Premises shall have separate Washroom and Pantry but Shop shall have

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Signatures of Writer/Promoter

Signatures of Purchaser/Allottee

Agreement to Sell for Unit NO. __ on __ floor in the commercial scheme titled as **“OAKWOOD SQUARE”** organized over the land of Plot No.A-1 of Jyoti Park Coop. Housing Society Ltd. situated on C.S. No. 448 to 479, 455/Paiki-30, Mouje Village Nagarwada, Reg. Dist. and Sub Dist. Vadodara,

to make use of common washroom/toilet block provided on each floor.

- 8) Before executing present Agreement, the Writer/Vendor has agreed and decided to sell the Schedule-2 subject property to the Purchaser/Allottee. The agreed total sale consideration of the Schedule-2 property has been fixed at Rs._____/-. The earnest money as a part of advance payment or application money of the said Schedule-2 property being Rs._____/ - only has been paid. Its details are as under:

Cheque No.	Amount Rs.	Date	Bank
Totally Rs.			

The Purchaser/Allottee of this deed agrees to pay the remaining amount of sale consideration to the Writer/Vendor herein in the following manner and the amount of TDS is not taken by the Vendor from the Allottee/Member.

Sr.	Details of work	Amount payable in %.
1	Before execution of Agreement to Sell (not exceeding 10% of the total consideration).	
2	On execution of Agreement to Sell (not exceeding 30% of the total consideration).	
3	At the time of plinth level (not exceeding 45% of the total consideration).	
4	On Completion of Slabs including podiums and stilts (not exceeding 70% of the total consideration).	
5	At the time of walls, masonry work, internal external plaster, flooring, windows-doors (not exceeding 75% of the total consideration).	

6	At the time of sanitary fittings, lobby, staircase, lift At the time of walls, masonry work, internal external plaster, flooring, windows-doors (not exceeding 80% of the total consideration).	
7	At the time of plumbing, internal-external plaster, terrace waterproofing etc At the time of walls, masonry work, internal external plaster, flooring, windows-doors (not exceeding 85% of the total consideration).	
8	At the time of lift, water pump, electricity and other facilities At the time of walls, masonry work, internal external plaster, flooring, windows-doors (not exceeding 95% of the total consideration).	
9	At the time of handing over the possession(Balance Amount).	

In the aforesaid total price, the taxes, GST, VET, Service Tax and Surcharge or other taxes like them which are in relation to the construction or further progress of the scheme, either paid or payable by the Writer are not included. As decided by the Writer/Vendor, the same shall have to be paid separately by the Allottee/Purchaser.

- 8) The flooring tiles, sanitary, water, drainage, electric fixtures, fittings and amenities/facilities relating to commercial units shall be provided by the Writer/Promoter at its discretion in all units shall be as per specifications, brand, etc. as agreed are stated in the **Annexure** hereunder. The Writer shall be entitled and authorized to make minor changes or modifications subject to provisions of law or if required by the Allottee, the normal change or modifications can be made.

The brochure/pamphlet prepared for the said scheme is only for wider purpose of show for better appreciation of members.

- 9) The aforesaid total price is free from escalation. Except total price, if such escalation/increase is made in the rate of Development Charge or due to other cause, which is leviable/

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Signatures of Writer/Promoter

Signatures of Purchaser/Allottee

Agreement to Sell for Unit NO. ___ on ___ floor in the commercial scheme titled as **“OAKWOOD SQUARE”** organized over the land of Plot No.A-1 of Jyoti Park Coop. Housing Society Ltd. situated on C.S. No. 448 tro 479, 455/Paiki-30, Mouje Village Nagarwada, Reg. Dist. and Sub Dist. Vadodara,

recoverable by competent authority, local body/government from time to time then the Purchaser/Allottee agrees, accepts and gives consent to shoulder such proportionate additional responsibility when demand of such increase is made from the Writer by the competent authority, etc. at that time the Writer shall give copy of said notification/order/rule published/issued and received by Writer to the Purchaser along with the demand letter. Thereafter, the Purchaser/Allottee shall be bound to make applicable payment proportionately to the Writer.

- 10) The terrace situated over the last floor of the said building is to be treated/considered as common facility for the fiscal use of the commercial unit owners in including Allottee/Purchaser on which the Allottee or owners of other units shall not have personal ownership right, title, interest, share, concern. In the Schedule-2 premises agreed to be sold vide these presents and in common passage, staircase, parking area of the building.
- 11) While taking/installing machine or motor, proper care be taken not to cause noise, smoke pollution or vibrations and avoid to cause any nuisance, disturbance, harm or damage to the property, structure and other occupants in the scheme which fact is clarified here. It is further clarified that when all units in the entire building are sold out to different owners at that time the terrace on the top floor of the building shall be considered as common part for fiscal use of unit owners, but its ownership shall rest with the Writer/Promoter only.
- 12) The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 760.32 square meters only and Promoter has planned to utilize Floor Space Index of 2.7 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

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Signatures of Writer/Promoter

Signatures of Purchaser/Allottee

Agreement to Sell for Unit NO. ___ on ___ floor in the commercial scheme titled as **“OAKWOOD SQUARE”** organized over the land of Plot No.A-1 of Jyoti Park Coop. Housing Society Ltd. situated on C.S. No. 448 to 479, 455/Paiki-30, Mouje Village Nagarwada, Reg. Dist. and Sub Dist. Vadodara,

the said Project. The Promoter has disclosed the Floor Space Index of 2.17 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.

The Promoter shall NOT have any claim over F.S.I, additional F.S.I and terrace rights after Building Use Permission has been obtained, such rights if any will be enclosed by society of buyers.

- 13) The unit holders/owners in the said commercial scheme are bound to make commercial use of the premises for trade and commerce purpose after obtaining necessary permissions, license, approvals, etc. from competent offices, making registration, as per requirements. The site for displaying advertising or sign boards of particular size shall designated at which place only the board shall be erected. Any occupant in the scheme shall not throw dirt in the compound, common, passage, staircase, toilets/ washrooms, parking space and commit any such act so as to disturb/destroy health and hygiene of occupants in the said complex, shall not store/keep material which is prohibited under law and not to keep/store igniting, hazardous, explosive substance without proper license/ permission.
- 14) Further, in the event of the insurance taken/to be taken in respect of the scheme land or units in the complex gets cancelled or increase takes place in its premium amount, such act shall not be committed by any Purchaser. Despite the same if committed then it shall be the responsibility of the defaulting occupant/owner in the said scheme. With such a clear cut condition and clarification the present sale deed has been executed. In spite of the same, if such an act is caused or

committed by any of the unit purchaser then in that event, the Association can take lawful penal steps against him and the entire responsibility in this regard shall be of the Unit Purchasers. In this event, there will not be responsibility of any nature of the writer herein. With such a clear cut condition and clarification the present sale deed has been executed.

- 15) For early payment of installments by the Allottee/ Purchaser the Writer of the Deed as per own volition can sanction the concession/compensation each year for the duration of payment of concerned installment of in the nationalized bank as per prevailing rate of interest at the relevant time. However, such approved compensation given in the allotment by the Writer or rate of compensation shall not be liable for re-consideration/ withdrawal.
- 16) After completing construction of the commercial scheme organized by the Writer herein and upon getting the occupation or BU certificate from the competent authority, the checking of the final carpet area allotted shall be done. After deciding by the said Writer, the reassessment of payable price of the carpet area shall be made. If there is any decrease of more then 5% in the prescribed carpet area limit then the date from which the Allottee/Purchaser who has paid such additional amount in the allotment, the Promoter/Writer shall have to refund such amount within 45 days to the Allottee as per interest rate prevailing in the Saving Account at the relevant time. If any increase of more then 5% has taken place in the carpet area allotted, then the Writer/Promoter shall make demand before the Purchaser/Allottee as per proposed steps for payment in the said scheme which shall be paid by the Allottee within 45 days to the Writer/Vendor. This entire financial arrangement is to be made as stated in the aforesaid paragraph.
- 17) The Purchaser/Allottee shall give powers to the Promoter/ Organizer against and with respect all payments made under any heads towards his outstanding dues to make adjustment as

per his desire and the Allottee/ Purchaser shall have to give undertaking that against the adjustment and payments by them/him, no any objection/ demand/direction can be raised before the Promoter /Organizer.

- 18) The Writer/Promoter hereby agrees that all conditions imposed by the local body while passing the said maps or thereafter, rules, restrictions and impositions if any, will follow it and complete and observe the same and provide the Occupation or BU or Completion Certificate of the concerned local body to the Allottee/Purchaser in reference to the said property.
- 19) The time is essence for the Writer and Purchaser of this deed. As agreed between the parties under this deed, for completing the scheme and after obtaining Occupation Certificate or BU or Completion Certificate, as the case may be, the Writer/ Organizer binds himself/itself to hand over the allotted property and general area to the Purchaser/Allottee and same way as stated by the Allottee/Purchaser in the aforesaid scheme of payment by the Allottee/ Purchaser, the agreement with a condition to make construction side by side, make timely payments of installments and other payable amount and shall fulfill other responsibilities.
- 20) If the Writer/Promoter of this deed fails to complete the scheme within stipulated time period (as per time schedule) and to hand over possession of the Schedul-2) property to the Allottee /Purchaser, then the Writer agrees that if the Allottee/ Purchaser intends to leave from the scheme then on all the payments made by the Allottee/Purchase, so long as the possession is not handed over, shall pay annual interest as per the nationalized bank's MCLR+ 2% and as per following conditions of this agreement on the due amount of the Writer and for entire delayed payments of the Allottee payable to the Writer the date from which such amount is due and payable by the Allottee to the Writer, agrees to pay interest as per the nationalized bank's MCLR+ 2%. The Allottee agrees to pay to

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Signatures of Writer/Promoter

Signatures of Purchaser/Allottee

Agreement to Sell for Unit NO. ___ on ___ floor in the commercial scheme titled as **“OAKWOOD SQUARE”** organized over the land of Plot No.A-1 of Jyoti Park Coop. Housing Society Ltd. situated on C.S. No. 448 tro 479, 455/Paiki-30, Mouje Village Nagarwada, Reg. Dist. and Sub Dist. Vadodara,

the Promoter, interest as appearing on savings account of a nationalized bank on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

- 21) As stated in the Conditions of aforesaid Para-__ by the writer of this deed, without prejudice to the right of the Promoter/ Organizer to recover interest, if the Allottee/Purchaser makes default in paying the amount payable on the date of payment to the Promoter/Organizer (and including taxes and outstanding amount dues of the concerned local authority) and the Allottee /Purchaser upon committing breach in paying installments three times continuously, the Promoter/Organizer as his/their/ its alternative intends to cancel this agreement, for such reasons like breach of specific conditions of this agreement and rules, the written notice shall be sent at the address provided by the Allottee/Purchaser by registered post as stated at the time of allotment and provide time of 15 days to the Allottee. If the Allottee/Purchaser fails to resolve the violations raised in the notice issued by the Promoter/Organizer within the prescribed limit mentioned therein then on completion of such time period of notice, the Promoter/ Organizer shall be entitled and authorized to bring an end of this agreement. Further, the provision is also made that at the time when the Agreement is brought to an end as stated above, from the amount of installments paid by the Allottee/Purchaser to the Promoter/ Organizer towards the sale of unit/office up to that date, (after making calculation of any apparent damage or other amount which is payable to the Purchaser and subject to its proper arrangement and recovery, 10% of the total price towards over all damage and rate of interest prevailing in Saving Account of nationalized bank at the relevant time according to the stage of complete work) shall be returned/refunded within 15 days to the Allottee.

23) The possession of the Schedule-2) property will be handed over to the Allottee/Purchaser in **31st December, 2022**. If the Writer fails to hand over possession of Schedule-2 property up to aforesaid date due to circumstances beyond the control of Promoter and its representative or shows negligence then upon making demand by the Purchaser/ Allottee, the Writer shall be responsible for returning the amount along interest from the date from on which the amount has been received by the Writer, at the aforesaid rate of interest. If the Purchaser/ Allottee intends to withdraw from the scheme in purchasing the schedule-2 property then for the period from the date of making payment and in handing over possession, the Writer shall pay the only interest to the Allottee for that much period as stated in above Para-___. However, due to war, scarcity, fire, cyclone, earthquake or any natural accidental causes, the development of project is not possible and due to any instructions or order of the public competent authority or Court or notification delay is likely to take place in implementation then the Allottee admits that the Writer is entitled to make extension of time limit in handing over possession.

24) **Procedure of taking over possession:**

- 1) Upon receipt of Occupation or BU or Completion Certificate from the Competent Authority and after paying full the amount of sale consideration by the Purchaser as per this agreement, subject to conditions of this agreement, the Writer shall give written intimation to the Purchaser for taking over possession of the said property in Schedul-2) within a period 3 (three) months from date of notice. If the writer of this deed makes default of any provisions, formalities, implementation of documents then the Writer/Promoter agrees to pay damage to the Allottee/Purchaser and accepts such responsibility. In this deed, the Purchaser or Writer or Group of recipients/ allottees, as the case may be, agrees to pay agreed expenses, within 7 days from receipt of Occupation or BU or Completion Certificate of the scheme, the proposal will be sent by the

Writer's to the Allottee/Purchaser to hand over possession by him.

- 2) The use and enjoyment of said property of Schedule-2 is ready from the Writer's side. Upon receipt of such a notice or intimation by the Purchaser/Allottee shall have to take over the possession of allotment within 15 days.
- 3) Failure of the Allottee/Purchaser in taking over possession of Schedule-2 Property.

If the Allottee/Purchaser makes default to take over possession of Schedule-2 property in time then as stated in aforesaid Para No.____ then duration period of said date till the date of taking over possession as decided either by the Writer or Society of Allottees/Purchaser, as the case may be, the Purchaser/Allottee agrees to pay proportionate maintenance expenses falling at share for such intervening duration.

It is admitted by the Writer/Promoter in this Agreement to Sell that in the matters of workmanship, quality or other responsibility of the Writer or provision with respect to service, any default in construction or in the case of default, from the date of Completion or BU or Occupation Certificate, as the case may be, within 5 years if the Allottee/ Purchaser bring such fact to the notice of the Writer then such defects shall have to be rectified by the Writer/Promoter.

However, if the Writer commits default in rectifying the said mistake then the Allottee/Purchaser shall be entitled to receive compensation for such defects as stated in law. If any defects in structure, workmanship, service quality and provisions of service are not attributable to the Writer and are beyond its control, in such circumstances, the Writer shall not be held responsible.

- 25) Since the Schedule-2 property agreed to be purchased by the Purchaser is a Shop/Office then the use of the same shall be made as shop/office for carrying business in shop/office and not for any residential purpose.

- 26) The Allottee/Purchaser therefore admits that purchase of said shop/office is made with such a specific understanding that as may be decided by the Society or Association or Service Society (or the maintenance agency fixed by them) and subject to making full payment of maintenance charge of the unit/appointment made, he/she/they shall have right of use of common area and facilities provided in the said complex.
- 27) Within 15 days after sending oral, telephonic or written notice to the Allottee/Purchaser that the Schedule-2 property is ready for use and possession, the Allottee/Purchaser shall be responsible/liable for paying the proportionate expenses (i.e. in proportion of construction area of the schedule-2 property) of scheme and outgoing expenses such as charges for betterment and/or other cess/charge, water tax recovered by the concerned local body and/or government, insurance, general electricity, repairing and bill recovery clerk, watchman salary, all necessary and unforeseen expenses for management and maintenance of the scheme land and building. So long as the formation of the Association/Society/Service Association is not made, till then the Allottee/Purchaser shall have to pay all decided proportionate outer expenses to the Writer/ Promoter. In this deed, the Allottee/Purchaser further agrees that so long as the expenses of outer expenses are not decided, till then he/she/they shall pay the monthly amount (as may be decided by the Writer of this deed from time to time) towards outer expenses to the Writer. On such amount paid to the Writer /Promoter, no any interest will be given and as stated earlier so long as the said amount is not transferred to the Association /Society or Service Society, and till then it shall remain with the Writer/Promoter.
- 28) Over and above on the consented amount payable by the Allottee/Purchaser of this deed, so long as he/she/they receives possession of the Schedule-2 Property or prior to the same, Allottee shall pay to the Writer proportionate share in the outer

expenses as may be decided by the Writer/Promoter, since its inclusion is not made in other provisions of this Agreement.

29) Formation of Development Society or Association or Service Society:

In the proposed Development Society or Association or Service Society to be formed for the maintenance, up-keeping, cleanliness, and betterment of the said commercial scheme, you the Allottee/Purchaser has to become member compulsorily and confirming/accepting the constitution, rules, regulations, bye-laws, and Memorandum of Association for registering the Development Society or Association or Service Society, subscribing signatures on its papers/documents compulsorily, shall have to observe its rules and regulations compulsorily. That is to say as you the Purchaser shall be the unit holder in the scheme under the proposed Sale Deed, you the Purchaser/s are likely to become automatic member of such association /entity and shall have to compulsorily observe rules including scheme and the decisions taken by the administrators of the Development Society or Association or Service Society, shall have to be accepted/confirmed compulsorily by all unit purchasers and as agreed, the amount of One Time Development/Maintenance Charges shall have to be paid separately and compulsorily and so long as the Association does not come into force, the amount of maintenance deposit amount is likely to rest with the Promoter/Organizer, interest of any nature shall be applicable on the said amount.

It is clarified that when required by the Association/Society /Service Society, at that time proportionate administrative expenses, maintenance, up-keeping, cleanliness and betterment expenses and repairing expenses, etc. of all items of common usage, such maintenance charge amount shall have to be paid by each unit purchasers compulsorily and the Writer/Promoter therefore makes clarification that so long as Development Society or Association or Service Society does not

come into existence, all expenses incurred on alternative /temporary basis and amount of fee required to be paid for the purpose of registration of Society/ Association, legal expenses, advocate fee, etc. shall be spent from the maintenance deposit amount collected from purchasers of units in the said scheme and as and when Development Society or Association or Service Society comes into existence at that time after deduction amount spent, and paying remaining amount, its responsibility thereafter shall be of the Development Society or Association or Service Society. So long as the Promoter herein does not hand over the amount/deposit in Development Society or Association or Service Society, till then rights and powers on the scheme shall remain intact/reserved with the Writer/Promoter. With such clear cut condition present agreement is executed.

- 30) At the time of registration of deed for unit of the said scheme or part of the scheme or portion or tenure, the Writer shall provide to the Allottee/Purchaser the details in respect of the stamp duty and registration charges payable on such transfer deed or any other document and shall pay such amount payable towards expenses falling to the share of the Purchaser/Allottee.
- 31) **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.
- 32) **Representations and Assurances of the Writer/Promoter of this deed:** The Writer/Promoter of this Deed gives following submissions and assurances to the Allottee/Purchaser:
- 1) All evidences showing ownership declared in the documents and attached with this agreement as are available with the Writer/Promoter in respect of scheme land are clear and marketable and has right to make development over the scheme land. For bringing the said scheme in to operation, it

has physical, actual and lawful possession over the scheme land.

- 2) The Writer/Promoter has lawful rights and competence for making development of the said scheme/project and is having valid approvals and permissions obtained from the competent authorities for the development of scheme and shall obtain requisite approvals for completing the scheme /project.
- 3) In the scheme land belonging to the ownership of the Writer no any dispute is pending in any court of law.
- 4) All approvals, licenses, permits and consents issued by the competent authorities with respect to scheme land and project are valid, subsisting in law and in force and have been obtained by following due process of law and whatever are outstanding, the same shall be obtained by following the process of law and the Writer/Promoter has observed all times, laws applicable to the scheme land, project, schedule-2 property and common areas and shall further observe the same.
- 5) The Writer/Promoter has not made any Agreement to Sale and/or Development Agreement or any other agreement/ arrangement with any person or party with respect to the scheme land per Schedule-1 and property as per Schedule-2 because of which Allottee/Purchaser would suffer any harm as per this agreement.
- 6) The Writer/Promoter specifies in this agreement that the Writer has not been prevented in any manner for selling the Schedule-2 property in favour of Allottee/Purchaser herein, as per present agreement.
- 7) At the time of executing deed when the common area of entire complex shall have to be handed over to society /Association of the Allottees/Purchasers for maintenance purpose, the Writer/Promoter shall hand over lawful physical, actual, quiet possession of the common area of the structure/scheme land and complex to the Association/society.
- 8) The Promoter/Organizer has paid all undisputed government dues, rates, charges, taxes and due amount, levies, charge,

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Signatures of Writer/Promoter

Signatures of Purchaser/Allottee

Agreement to Sell for Unit NO. __ on __ floor in the commercial scheme titled as **“OAKWOOD SQUARE”** organized over the land of Plot No.A-1 of Jyoti Park Coop. Housing Society Ltd. situated on C.S. No. 448 to 479, 455/Paiki-30, Mouje Village Nagarwada, Reg. Dist. and Sub Dist. Vadodara,

surcharge, damage and/or penalty and all other outer expenses, if any etc. payable to the concerned competent authority in relation to the said scheme land shall continue to pay till date of handing over possession.

- 9) In respect of scheme land or project, as mentioned in the report of ownership rights, notice of any nature from the government, local authority/society authority or statutory act, government ordinance, notification (including attachment or acquisition of the said property) has not been received nor served on the Writer /Promoter.

33) The Allottee/Purchaser who will receive the schedule-2 property with a view to know by him, swears with the Writer/Promoter of this Deed that:

- A. From the date of taking over possession of the schedule-2 property agreed to be sold, the Allottee/Purchaser shall keep the said property in best and safe condition in a tenantable position at own cost and the scheme wherein the Schedule-2 property is situated, no contrary act against the rules, regulations of the said scheme or bye-laws shall be made or will not permit the same or where the schedule-2 property is situated, in the said scheme and said property also or any of its part, without obtaining sanction of local body, if required, change/ conversion or amendment/alteration shall not be made.
- B. In the schedule -2 property so decided to be sold, not keep any hazardous, igniting or explosive substances/ items of dangerous nature or heavy materials which may cause damage to the structure or construction and shall not keep such things that are prevented/prohibited by the local body and in the Schedule-2 property, including entry gate, in stair case, common passage or the place where the Schedule-2 property is situated in which there is a possibility of causing damage to the other structure of the property and shall keep care and caution at the time of movement of commercial materials. Further, due to mistake, negligence and carelessness on the part of the Allottee/Purchaser where the schedule-2 property is situated in the event of damage suffering to the said property, the Purchaser/Allottee shall be responsible for the result

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Signatures of Writer/Promoter

Signatures of Purchaser/Allottee

Agreement to Sell for Unit NO. ___ on ___ floor in the commercial scheme titled as **“OAKWOOD SQUARE”** organized over the land of Plot No.A-1 of Jyoti Park Coop. Housing Society Ltd. situated on C.S. No. 448 to 479, 455/Paiki-30, Mouje Village Nagarwada, Reg. Dist. and Sub Dist. Vadodara,

arising from such damage and violation of any nature and the Allottee/ Purchaser shall have to bear entire expenses on this account.

- C. In the Schedule-2 property agreed to be sold, the Allottee/ Purchaser shall make internal repairs at own cost and keep the schedule-2 property in as is condition which is existing at the time of handing over possession by the Writer/Promoter and the building complex in which the schedule-2 is situated, in which he/she/they shall not commit any act against the rules, regulations and bye-laws of other public body nor shall allow to perform the same. If the Allottee/Purchaser commits acts violating aforesaid provisions then the Allottee/Purchaser shall be responsible and liable to bear cost for the same.
- D. The Schedule-2 property agreed to be sold or any of its part cannot be demolished or permitted to collapse nor shall make change/addition or alteration in any form of its part so as to weaken the structure of entire building complex. The complex in which the schedule-2 property is situated, no change in the external show and colour scheme shall be made or caused and not make change or alteration of any nature by way of creating hole in the property or in other manner in columns, beams, slab or RCC or other structural parts with and without obtaining prior written permission of the Promoter and/or Society or Association or Competent Authority, as the case may be.
- E. The Allottee/Purchaser shall not commit or cause to perform any such act in respect of scheme land or where the schedule-2 property is situated or any of its part, whereby the insurance would be cancelled or by which the higher insurance premium may have to be paid.
- F. The Allottee/Purchaser shall not throw and cause to throw any dirt, rubbish, waste, scrap or other useless material on any part in compound, ground level of said scheme or complex or any portion of land or building from the Schedule-2 property.
- G. If demand for security deposit is made by the concerned local authority or Government in respect of water, drainage,

electricity or service connections in the Schedule-2 property in which case, when such demand is made by the Writer for paying amount falling at the share, the Allottee/Purchaser shall have to pay his/her/share share within 15 days to the Writer herein.

- H. The purpose for which the schedule-2 property is agreed to be sold, because of making use of said property by the Purchaser for any other purpose, if the government tax, water tax, insurance and other levies increases then the same shall be borne/paid by the Purchaser.
- I. So long as the Allottee/Purchaser does not pay full amount payable under this agreement to the Writer herein, till then the Purchaser shall cannot entrust the schedule-2 property by way of transfer, rent, lease tenure to any one.
- J. All rules and regulations which will be framed and prepared by the Writer/promoter for creation of Association, Society or Service society or the Maintenance Agency appointed by them right from its inception for the purpose of protection and maintenance of said scheme/property whatever addition, alteration will be made from time to time, observance and implementation thereof and of the prevailing rules, regulations and bye-laws of the concerned local body and Government or public body relating to supervision work of the said scheme/property shall be made by allotted. All conditions and regulations relating to the use, possession of the schedule-2 property in the scheme land which may be imposed or made applicable by the Writer/ Society/Association or Service Society or maintenance agency appointed by them, its observance and implementation will be made and as per conditions of this agreement and shall regularly pay taxes, expenses or other outgoing expenses-charges in time and give contribution.
- K. The Allottee/Purchaser of this deed shall permit and allow the Writer and its servants with and without representatives, workmen to enter over the scheme/ project land or schedule-2 property or any of its part for the purpose of inspecting its condition and position.

- L. For the advance money received towards meeting with the outgoing expenses, legal expenses by the Writer/Promoter herein from the Allottee/Purchaser, separate account shall be maintained on behalf of the Society/Association of Service Society and the purpose for which amount is received, it shall be spent for such object only.
- M. By any letter contained in this agreement it should not be construed that there is an intention of consent, transfer or lawful handing over either of the Schedule-2 property or scheme land or for any of its part. There is no other right leaving and excepting that the Writer/Promoter has agreed to sell the Schedule-2 property to the Allottee/ Purchaser and as stated above so long as all open spaces, places for keeping vehicle, staircase, passage, etc. are not transferred/handed over, it shall be treated as a property of the Writer/Promoter.
- N. In the schedule-2 property purchased by you, common parking is given in which the Allottee/Purchaser shall park his vehicle in convenient manner, without causing obstruction or hindrance to others in parking vehicles by other occupants/members in the said complex.
- O. All units situated in the said scheme shall be kept ready by the Writer/Developers for handing over to the Allottee/ Purchaser on dated **31.12.2022**.
- P. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3 %. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate of __%, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter 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.

Q. The said scheme land is not mortgaged in any bank and in future, if the Developers herein mortgages the said scheme land then its intimation shall be given by the Developers to RERA.

- 34) After execution of present agreement the Allottee/ Purchaser should not create lease tenure nor to create encumbrance. If lease tenure or encumbrance is created then even any provision may be existing in the prevailing laws, despite the same such lease tenure or encumbrance will not adversely affect on the right and interest of the Allottee/Purchaser, who has given or obtained consent for acquisition of the property.
- 35) **Binding effect:** By writing this agreement and sending by the Writer to the Allottee/Purchaser, both parties shall not have any binding effect so long as the Allottee does not return the said agreement to the Writer along with all enclosures by making signature and making payment of due amount within 30 days as stated in the payment schedule and on the other hand it is not presented before the Sub Registrar for the purpose of registration by the Writer. If the implementation of this agreement is not made by the Allottee/Purchaser within 30 days from receipt thereof and informs the Writer and fails to remain present for its registration before the Sub Registrar then after, the Writer shall inform the Allottee to rectify the default, if the rectification is not made within 15 days from the receipt thereof, then the application of the Allottee shall be treated as cancelled and after deducting any amount deposited on such account shall be returned to the Allottee/Purchaser after deducting due amount spent or as damage compensation.
- 36) **Entire Agreement:** This agreement and with its enclosures becomes entire agreement between the parties in respect of subject matter and if any internal understanding, any other agreement, allotment letter, letter correspondence, written or

oral arrangement is there between both parties in relation of schedule-2 property, it takes place of all these documents.

- 37) **Right of amendment**: Amendment can be made in this agreement with the consent of both parties only.
- 38) The provisions of this agreement shall be applicable to both parties of this Deed till and as and when sale is made.

It has been clearly understood by and between parties hereto that in relation of the scheme or all provisions mentioned in this deed and the liabilities arising out of the same in the case of transfer, it shall be applicable & enforceable equally in respect of future purchasers from time to time of the schedule-2 property.

- 39) **Severability**: Any provisions of law covered in this Agreement and rules, regulations framed there under are treated as cancelable or unenforceable then to the extent that such provisions which are contrary to this agreement or law or rules and regulations made there under or are amended for requirement to follow and the remaining provisions which are applicable at the time of making this agreement shall continue to exist and enforceable as applicable at the time of execution of this Agreement.
- 40) **Special assurances**: Both parties agrees that over and above as per provisions made in this deed, for giving effect to the provisions of this agreement, to make transactions properly as stated herein or rights created or transferred or for the cause of such transactions, the document shall be executed, receipt will be given and hand over same and take all steps.
- 41) **Place for implementation**: The implementation of this agreement shall be treated to have taken place when in the office of the Writer/Developer or any other place, which may be decided by consent of both parties through authorized signatories of the Writer, after it is executed duly or along with the same it is registered in the Office of the Sub Registrar,

Vadodara, at that time, this agreement shall become enforceable, therefore, this agreement shall be treated to have been executed at Vadodara.

- 42) The Writer and/or Allottee/Purchaser shall submit this Agreement as well as Transfer Deed, under the law, in the office of concerned Sub Registrar Office, within prescribed time limit and the Writer's representative/authorized signatories shall remain present in such office and admit for execution thereof.
- 43) Service of all types of instruction letters mentioned in this agreement shall be treated to have been served properly to the Writer and Allottee if the same are sent to the Allottee or Writer, by a Registered Post A.D. and on declared postal address or E-mail address or by certificate of posting, at the following addresses:

Name, address and E-mail ID of the Writer:

SHREEM ENTERPRISE,

A partnership firm

Add: Oak Leaf, 1st Floor, Siddharth Annexe Complex, Opposite Prasang Party Plot, Sama Savli Road, Vadodara, Gujarat, India
Vadodara through its

Managing Partners, Maunish Devang Desai

And Kaushal Devang Desai.

Name, address and E-mail ID of the Allottee/Purchaser:

_____,

After execution of this agreement till executing Sale Deed, it will be the duty of the Writer and Allottee/Purchaser to inform one another by Certificate of Posting or Registered Post AD letter or E-mail and if there is any change in the above it should be notified in writing by t one another. Upon making default in intimating the same, upon sending/ mailing all messages and letters at the aforesaid addresses, it shall be presumed that the same have been duly received by the Writer or Allottee/ Purchaser herein.

- 44) **Joint Purchasers**: In the case of joint purchasers, whose name is written first and has given his/her address, all messages will be sent to the said address by the Writer of this deed, which shall be treated to have been served properly to all the Writers for the object and purpose.
- 45) **Stamp Duty and Registration Expenses**: The stamp duty of this agreement and registration fee, scribe fee shall be borne by the Allottee/Purchaser of this agreement.
- 46) **Dispute resolution**: Any dispute arises between parties firstly it shall be resolved with amicable mutual discussions and deliberations. In the case of failure to bring amicable solution of the dispute, then the same shall be decided as per provisions contained in the rules and regulations of the Real Estate (Regulation and Control) Act, 2016.
- 47) **Applicable Law**: The rights and regulations created from this Agreement shall be considered and enforceable as per law of India in force at the relevant time and Court at Vadodara shall have jurisdiction in relation to this Agreement. Both parties have subscribed signatures at Vadodara, on the above written date, in presence of witnesses.

Schedule-1
Description of land under the scheme.

An immovable property being a **Plot No.1 (Old Plot No.A-1) having Final Plot No.59 / 30, which is** admeasuring about **422.40** situated in the scheme titled as **“JYOTI PARK COOPERATIVE HOUSING SOCIETY LTD.”** registered society having Reg. No. GH.2073 dated 29.04.1973) organized over the non-agricultural lands of R. S. No. 14,15/1, 22, 40, 42, T.P. Scheme No.9, Final Plot No.59, City Survey No. 448 to 479, 455/Paiki, 30 of Mouje village **Nagarwada**, in the Registration District and Sub Registration District, **Vadodara, (Vibhag-1) (Kasba)**, bounded on four sides as under:

East: Plot No.A-2 is situated.
West: Adjacent property leaving margin.
North: Plot No. A-14 leaving the margin.

South: Adjacent public road.

Schedule-2
Description of property sold

In the above described scheme plot, for making construction of commercial units as per **Rajachithhi No. Ward-8/SHB-108/2021-2022** dated **21.03.2022** granted by Vadodara Mahanagar Seva Sadan, as per sanctioned plans/maps, in the scheme named as “**OAKWOOD SQUARE**” the following property has been agreed to be sold to the Purchaser herein.

Floor	(Shop/Office)	Carpet area (Sq. Mts.)	Proportionate undivided land (Sq. Mts.)

The boundaries of the property are as under:

- On East:
- On West:
- On North:
- On South:

This Agreement to Sell has been executed by the Writer/ Promoter herein upon willingness, after reading, understanding, thinking, became aware of the facts, in clear mind, in strong state of mind and body, which is and shall be acceptable, binding and agreeable to all of us, our heirs, successors, etc. and in proof of the same it is signed in presence of the witnesses.

Signature of the Writer- The Party of First Part:
Managing Partners of **SHREEM ENTERPRISE**,
A Partnership firm named as such.

Maunish Devang Desai

Kaushal Devang Desai

In witness.

- 1.
- 2.

Annexure

List of flooring, Sanitary, fittings, etc.
(Details, description and facilities of complex)
(Specifications & Amenities)

The use of all types of materials having standard quality will be made in the property, in which:

- > **Structure:** As per structural design, R.C.C. structure with anti-earthquake resistance.
- > **Finishing:** Smooth plaster in internal walls, finished with putty and primer. Washable Asian paint tractor emulsion and acrylic paint on outer walls.
- > **Doors/Shutters:** Attractive entrance main wooden/steel shutter/door with standard fittings and good quality flush doors inside portions. (shutters for shop and door/shutters for offices in option).
- > **Flooring:** Vitrified tiles flooring in each units.
- > **Windows:** Aluminum power coated windows in offices.
- > **Pantry in Office:** Plumbing provision for pantry will be provided.
- > **Washroom in office/shops:** Plumbing provision for washroom will be provided.
- > **Electrical:** Concealed copper wiring having ISI Mark, with sufficient points, TV, AC points.

Amenities in scheme.

- * Attractive entrance gate.
- * Parking with Paved Block and street light poles.

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Signatures of Writer/Promoter

Signatures of Purchaser/Allottee

Agreement to Sell for Unit NO. __ on __ floor in the commercial scheme titled as **“OAKWOOD SQUARE”** organized over the land of Plot No.A-1 of Jyoti Park Coop. Housing Society Ltd. situated on C.S. No. 448 to 479, 455/Paiki-30, Mouje Village Nagarwada, Reg. Dist. and Sub Dist. Vadodara,

- * CCTV Surveillance for parking area.
- * Standard quality passenger lift.
- * Underground and overhead water tanks, with censor.
- * Power back up (generator) for common utility.
- * Common Toilet on ground floor.

Signature of the Writer- The Party of First Part:
Managing Partners of **SHREEM ENTERPRISE**,
A Partnership firm named as such.

Maunish Devang Desai

Kaushal Devang Desai