

Agreement to Sell

This Agreement made at.....this.....day of..... in the year Two Thousand and Eighteen between **M/s. Rajshree Infrastructure, a partnership firm**, duly registered under the Indian Partnership Act, 1932, having its principal place of business at: 9 to 12, 3rd Floor Nathdwara Avenue, Opp. Rukshmani Party Plot, Waghodia, Vadodara - 390019 **PAN Card No. AAXFR8003M through its Authorized Partner - Mr. Akash V. Patel, aged 27 years, residing at: 26, Nilamber 4 Society, B/h Bright Day School, Vasna Bhayli Road, Vadodara - 391410** 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 **One 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 **Other Part**.

- **WHEREAS** the land bearing R.S. No. 454/A Paiki satta prakar "C" in the sim of village Kasba, Vadodara, is found in the name of Sheth Anandlal Hiralal and his name was mutated in revenue record vide entry no. 1/51.
- The owners - Sheth Anandlal Hiralal and Sheth Sumitchand Hiralal executed Reg. Sale Deed no. 3962 dated. 10.11.1966 in favour of Rajshree Talkies, a partnership firm through its then partners - Patel Maganbhai Ambaidas & Casssiamaimbhai M. Seedat and the name of the firm is mutated in revenue record vide entry no. 6489 dated 23.3.1971.
- The name of partner- Maganbhai Ambaidas was deleted and the name of Prafulbhai Dahyabhai Patel was entered as new authorized partner of M/s. Rajshree Talkies and the effect was mutated in revenue record vide entry no. 6905 dated 15.05.1972.
- By an Amendment Deed dated 12.08.1972, the names of (1) Rameshbhai Maganbhai Desai, (2) Priyavadan Maganbhai Desai, (3) Ghanshyambhai M. Desai, (4) Bhogilal A. Patel, (5) Ramanbhai A. Patel, (6) Maganbhai A. Desai, (7) Casimbhai M. Seedat, (8) Chitra Showmen Pvt. Ltd. (9) Harishbhai M. Patel, (10) Dhirubhai R. Desai, (11) Babubhai M. Desai, (12) A. R. Pachhe Saheb, (13) Dharamdas N. Mehta, (14) Manglaben C. Patel, (15) Prafulbhai D. Patel (16) Sudhaben R. Trivedi (17) Kunjvihari D. Patel & (18) Niranjankumar I. Patel were admitted as partners of the said partnership firm.
- By a Partnership Deed dated. 16.10.1973, the partners Sudhaben R. Trivedi, Kunjvihari D. Patel & Niranjankumar I. Patel retired from the said partnership and Fakruddin H. Bandukwala and Saifuddin T. Vora were admitted as the new partners of Rajshree Talkies – partnership firm and other partners were continuing partners of the said firm.
- By a Partnership Deed dated. 19.01.1974, the name of Dara P. Mehta was admitted as new partner of the said firm.

- By a Partnership Deed dated 03.12.1975, the partners - Fakruddin H. Bandukwala and Saifuddin T. Vora, retired as partners of Rajshree Talkies – partnership firm from 31.03.1975 and the name of Cooma P. Mehta was admitted as a new partner of the said firm.
- By a Retirement Deed dated. 06.10.1979, – Manglaben C. Patel, Prafulbhai D. Patel and Maganbhai A. Desai retired as partners from the said firm and other partners continued the business of the firm as continuing partners.
- The name of the then Partners M/s. Rajshree Talkies vis through its partners - Rameshbhai Maganbhai Desai, Priyavadan Maganbhai Desai, Ghanshyambhai M. Desai, Bhogilal A. Patel, Ramanbhai A. Patel, Casimbhai M. Seedat, Chitra Showmen Pvt. Ltd. Harishbhai M. Patel, Dhirubhai R. Desai, Babubhai M. Desai, A. R. Pachhe Saheb, Dharamdas N. Mehta, Dara P. Mehta were mutated in Property Card vide entry dated. 22.06.1981.
- By a Partnership Deed dated. 11.03.1987, B. Mohammad Iqbal and B. Abdul Munaff, legal heirs of deceased partner Abdul Rehman Pachhe Saheb were admitted as new partners of the firm.
- By a Retirement Deed dated. 27.10.1989, Harishkumar M. Patel retired as Partner of the said firm and Manishkumar R. Desai, legal heir of deceased partner Rameshbhai M. Desai was admitted as a partner of the said firm.
- By a Partnership Deed dated. 07.04.1997, Pushpaben Priyavadan Desai, legal heir of deceased partner Priyavadanbhai M. Desai – was admitted as a partner of the firm.
- By a Partnership Deed dated. 05.04.2001, Lachmi Dharamdas Mehta, legal heir of deceased partner Dharmdas N. Mehta was admitted as a partner of the firm.
- By a Partnership Deed dated. 01.08.2002 Prakash D. Mehta & Gulab D. Mehta & Sunil D. Mehta, legal heirs of deceased partner Lachmi Dharamdas Mehta (expired on 20.07.2002) were admitted as partners of the firm.
- By a Partnership Deed dated. 01.10.2003 Fatimabibi A. Seedat and Mehrunnisa I. Assenjee, legal heirs of deceased partner Casimbhai M. Seedat (expired on 09.09.2003) were admitted as partners of the firm.
- Further, Rajshree Talkies through its partners paiki old partners Rameshbhai Maganbhai died on 08.07.1989, Priyavadanbhai Maganbhai died on 06.04.1997, Casiambhai Mohammad Seedat died on 09.09.2003, Abdul Raheman died on 25.11.1986, Mehta Dharamdas Nathumal died on 26.03.2001, and as per retirement deed dated 27.10.1989 & new partnership deed dated. 01.10.2003 their names were deleted, and the names of their legal heirs namely- Pushpaben Priyavadan Desai, Manishbhai Rameshbhai Desai, Fatimabibi A. Seedat, Mehrunnisa I. Asanji, B. Mohmad Iqbal, B. Abdul Munaf, Prakash Dharamdas Mehta, Gulab Dharamdas Mehta, Sunil Dharamdas Mehta, Dara P. Mehta, Cooma P. Mehta were mutated in property card, as per affidavit & new partnership deed dated. 1.10.2003 and the said effect is mutated in Property Card vide entry no. 16/359 dated. 09.06.2004.
- By a Partnership Deed dated. 31.03.2008, B. Abdul Munaf has resigned as a partner from the said partnership and entered into arrangement with Dara P. Mehta and – B. Mohammad Iqbal (expired on or about 30.01.2005) and his legal heirs entered into an arrangement with Dara P. Mehta and disposed their share in favor of Dara P. Mehta.
- By a Deed of Reconstitution dated. 6/10/2009 and notarized on 03.12.2009 Pushpaben Priyavadan Desai, Ghanshyambhai M. Desai, Bhogilal A. Patel, Ramanbhai A. Patel, Dhirubhai

R. Desai, Babubhai M. Desai, Manishkumar Rameshbhai Desai, Prakash D. Mehta, Gulab Dharamdas Mehta, Sunil Dharamdas Mehta, Fatimabibi A. Seedat, Mehrunnisa I. Asanji were retired from partners of the said firm and the names of Dara P. Mehta, Chitra Showmen Pvt. Ltd., Kumari Cooma P. Mehta - continued as partners and Tehmi P. Mehta was added as an incoming partner of Rajshree Talkies and the said effect is mutated in Property Card vide entry no. 750 dated. 04.01.2010 and it is duly certified on 23/2/2010.

- Thereafter, the said owners – Rajshree Talkies, through its Partners have sold the land to Rajshree Infrastructure, partnership firm, through its authorized signatory – Akash Patel by reg. sale deed on 9/8/2018 reg. at serial no. 7166 before Sub Registrar, Vadodara. The name of the owner / promotor is mutated in property card on _____.
- The owner of the land i.e Promoter has obtained construction permission from Vadodara Municipal Corporation vide No. Commercial Ward-6/38-2018-19 dt: 11/5/2018 and it has been revised vide no. Ward-6/85/2019-20 dt: 29/6/2019 for construction of Ground Floor to Fifth Floor (Part), permission is granted and on the said land "Rajshree Centre" scheme is constructed. (hereinafter referred to in **First Schedule as "the project land"**).
- That all the Partners of the Firm, have given their Authority to _____ on _____, to carry out all necessary activities for execution of sale deed. Thus by virtue of the sale deed, the Promoters are the absolute Owner of the property.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land;

AND WHEREAS the Allottee is offered an Unit/Shop/Office bearing number _____ on Floor, (herein after referred to as the said "Unit/Shop/Office") in Building called as "Rajshree Centre" (herein after referred to as the said "Building") is constructed by the Promoter.

AND WHEREAS the Promoter 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 Sale Deed the Promoter has sole and exclusive right to sell the Unit/Shop/Office in the said building by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter 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 **Promoter's Architects Messrs _____** 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 is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the Promoter, 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 Promoter to the project land on which the Building 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 Promoter and according to which the construction of the building 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 Apartment agreed to be purchased by the Allottee has been annexed and marked as "Annexure A".

AND WHEREAS the Promoter has got approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building vide **Construction Permission No.** and it has been revised vide no. Ward-6/85/2019-20 dt: 29/6/2019 for construction of Ground Floor to Fifth Floor (Part), and Building 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 Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Unit/Shop/Office No. on floor _____ of the said Project,

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

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 sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Unit/Shop/Office agreed to be sold by the 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.

AND WHEREAS, under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Unit/Shop/Office No. ____).

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

1. The Promoter has constructed the said building consisting of **Ground Floor + 5th Floor (Part)** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
- 1(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Unit/Shop/Office No. _____ of carpet area admeasuring ____ sq. mtr /sq. feet on ____ floor in the Rajshree Centre (hereinafter referred to as "the Building") for the consideration of Rs. _____ (Rupees _____ only) including Rs. _____ (Rupees _____ only) being 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/Shop/Office 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 Promoter 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 Promoter after the execution of Agreement.
 - ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
 - iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
 - iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
 - v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
 - vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment 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 Promoter 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 Promoter) up to the date of handing over the possession of the [Unit/Shop/Office], which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.
- 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 Promoter 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 Promoter 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 Promoter 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 Promoter.
- 1(g) 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 three percent. 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 6 %, 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 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 as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter 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/Shop/Office to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Building.

- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Unit/Shop/Office] 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 Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land **is 1757 square meters** only and Promoter has planned to utilize Floor Space Index of 2.0 **by availing of TDR** or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 2.0 **as proposed** to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Unit/Shop/Office based on the proposed construction and sale of Unit/Shop/Office to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. **It is agreed between the parties that the Promoter shall utilized all available FSI, till final execution of sale deed in his favor.**

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Shop/Show Room/Office/Unit] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of **6 % 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 Promoter, interest at the rate of **6_%** per annum, 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.

- 4.2 Without prejudice to the right of promoter 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 Promoter 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 Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter 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

Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter 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 Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

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 Promoter at his/her/its option in the said building and the Apartment as are set out in **Annexure 'C'**, annexed hereto.
6. The Promoter shall give possession of the Unit/Shop/Office to the Allottee on or before **31/12/2021**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Unit/Shop/Office with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Building 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 Promoter, 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/Shop/Office], 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 Promoter shall give possession of the Unit/Shop/Office] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter 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/Shop/Office within 15 days of the written notice from the promotor to the Allottee intimating that the said Unit/Shop/Office are ready for use and occupancy:
- 7.3 **Failure of Allottee to take Possession of [Unit/Shop/Office]:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Unit/Shop/Office] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Unit/Shop/Office] 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/Shop/Office to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the building in which the **"Rajshree Centre"** is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter 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 Promoter, compensation for such defect in the manner as provided under the Act. Provided that the Promoter 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 Promoter or beyond the control of the Promoter.
8. The Allottee shall use the Unit/Shop/Office or any part thereof or permit the same to be used only for purpose of commercial only. He shall use the parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s) of Building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter 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 Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter 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 Promoter to the Allottee that the Building 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 Building) of outgoings in respect of the project land and Building/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 building/s. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoter 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 Promoter provisional monthly contribution **as decided by Promoter** per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter 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 Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.
11. The Allottee shall pay to the Promoter **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 Promoter 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 PROMOTER

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

- i. The Party of the First Party has clear and marketable title with respect to the **project land; and** the Promoter has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter 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 building 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 building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas
- v. The Promoter 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 Promoter 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/Shop/Office] which will, in any manner, affect the rights of Allottee under this Agreement;
- vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Unit/Shop/Office] to the Allottee in the manner contemplated in this Agreement;
- viii. The Promoter 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 Promoter 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/Shop/Office may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Unit/Shop/Office at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit/Shop/Office is taken and shall not do or suffer to be done anything in or to the building in which the Unit/Shop/Office is situated which may be against the rules, regulations or bye-laws or

change/alter or make addition in or to the building in which the Building is situated and the Building itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Unit/Shop/Office or on any part of Building any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit/Shop/Office is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit/Shop/Office is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Unit/Shop/Office is situated or the Unit/Shop/Office 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/Shop/Office and maintain the Building in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Unit/Shop/Office is situated or the Unit/Shop/Office 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/Shop/Office and/or Building 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/Shop/Office or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit/Shop/Office is situated and shall keep the portion, sewers, drains and pipes in the Unit/Shop/Office and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit/Shop/Office is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Unit/Shop/Office without the prior written permission of the Promoter 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 building in which the Unit/Shop/Office 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/Shop/Office in the compound or any portion of the project land and the building in which the Unit/Shop/Office is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit/Shop/Office is situate.
- 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/Shop/Office 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/Shop/Office until all the dues payable by the Allottee to the Promoter 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 building and the Unit/Shop/Office therein and for

the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The 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/Shop/Office in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building/s or any part thereof to view and examine the state and condition thereof.
 - xii. The Allottee shall permit the Promoter 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 Promoter shall maintain a separate account in respect of sums received by the Promoter 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/Shop/Office or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Unit/Shop/Office 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 Promoter until the same is transferred as hereinbefore mentioned.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit/Shop/Office 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/Shop/Office No. _____

17. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter 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 Promoter. If the Allottee(s) fails to execute and deliver to the Promoter 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 Promoter, then the Promoter 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/Shop/Office/building, 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/Shop/Office in case of a transfer, as the said obligations go along with the Unit/Shop/Office 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/Shop/Office No. ____ to the total carpet area of all the Unit/Shop/Office 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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter 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 Promoter 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 Promoter will attend such office and admit execution thereof.
26. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter 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. Rajshree Infrastructure,

(Promoter Address) _____, Vadodara.

Notified Email ID: _____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter 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 Promoter 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

“Project”

Reg. Dist: Vadodara, in the sim of village Vadodara Kasba, Vibhag-C, Tika No. 8/3, bearing RS No. 454/A paiki, CS No. 41 adm. 18904 sq. ft. surrounded by:

North: President Hotel Building

South: Paradise Building

East :Bhimnath Road.

West: Baroda Central Co -operative Bank building.

SECOND SCHEDULE OF THE PROPERTY SOLD

____ Floor Unit/Shop/Office No. ____, build up area ____, along with undivided common area, total, surrounded by;

East:

West:

North:

South:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Please

affix

Allottee: (including joint buyers)

(1)_____

(2)_____

At_____on_____

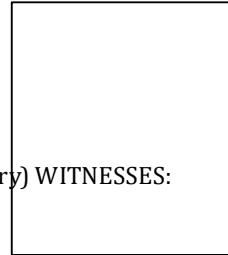
SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)_____ (Authorized Signatory) WITNESSES:

Name _____

Signature _____



Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

ANNEXURE -A

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE –B

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE – C

(Specification and amenities for the Apartment)

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee I say received.

The Promoter/s.