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## **AGREEMENT FOR SALE**

This agreement to sale executed on this \_\_\_\_ day of ..... 2017 at Vadodara.

BETWEEN

That the partnership firm named "SHASHWAT INFRASPACE" (Pan- ADEFS 1094 B) for and on behalf of its administrative partner: - SANJIV PRAFULBHAI BHATT, Aged-Adult, Occupation-

Business, "Address" at- 504 Signet Hub, Munjmahuda, Vadodara. Herein referred to as the “Seller”

(Which expression shall, unless repugnant to the context or meaning thereof, be deemed to included its successors, legal heirs and legal representatives of the one part.)

AND

CUSTOMER NAME, aged adult occupation-Job,

Residing presently at-

.....

herein after referred to as the “Purchaser” (which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and included his/her their heirs, successors, executors,

administrators and assigns) of the other part.

The “Seller” and “Purchaser” hereinafter together referred to as “Parties and individually as “Party”.

AND WHEREAS the Sellers are entitled and enjoined upon to construct plots/ bungalows on the project land;

AND WHEREAS the Seller is in possession of the project land

AND WHEREAS the Seller has proposed to construct on the project land bearing Block Nos.- 507 (Old Survey No. 567-1 and 537 admeasuring 7891.00 SQ.MT.) AND 508 (Old Survey No.

574 admeasuring 4540.00 SQ.MT.) of Village Kelanpur- District and Sub district Vadodara.75 plots.

AND WHEREAS the Purchaser is offered an plot bearing number \_\_\_\_\_ of the Project called PARKSHIRE PART II being constructed in the phase of the said project, by the Seller

AND WHEREAS the Seller has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Gujaratno ; \_\_\_\_\_ authenticated copy is attached in Annexure 'B';

AND WHEREAS the Seller has sole and exclusive right to sell the Plot/ Bungalow in the said Project to be constructed by the Seller on the project land and to enter into Agreement/s with the allottee(s)/s of the Project to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Purchaser, the Seller has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Seller's Architects Messrs Kekashree S. Patel and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made there under and the Purchaser is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Seller, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Seller to the project land on which the plots are constructed or are to be Plotted have also been inspected by the Purchaser 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 Purchaser.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Seller and according to which the construction of the plots/bungalows and open spaces are proposed to be provided for on the said project has also been inspected by the Purchaser,

AND WHEREAS the authenticated copies of the plans and specifications of the Plot/  
Bungalow agreed to be purchased by the Purchaser has been shown to Purchaser,

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

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

AND WHEREAS the Seller has accordingly commenced construction/ Plotting of the said plot  
in accordance with the said proposed plans.

AND WHEREAS the Purchaser has applied to the Seller for allotment of an  
plots/Bungalow No. .... being constructed/plotted in the \_\_\_\_\_ phase of the said  
Project,

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 the carpet area/plot area of the said Plot / bungalow is \_\_\_\_\_square  
meters/square feet and "carpet area" means the net usable floor area of an apartment, excluding  
the area covered by the external walls, areas under services shafts, exclusive balcony or  
verandah area and exclusive open terrace area but includes the area covered by the internal  
partition walls of the apartment.

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Seller a sum of Rs..... (Rupees ..... ) only, being part payment of the sale consideration of the plot/ bungalow agreed to be sold by the Seller to the Purchaser as advance payment and the Purchaser has agreed to pay to the Seller the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Seller is required to execute a written Agreement for sale of said Plot/ bungalow with the Purchaser, 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 Seller hereby agrees to sell and the Purchaser hereby agrees to purchase the plot/ bungalow

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

1. The Seller shall construct/develop the said plot/bungalow on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Seller shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the plot/ bungalow of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

- 1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Plot / Bungalow No. .... of the type ..... of carpet area/plot area admeasuring ..... sq. metres/ sq. feet in the Project for the consideration of Rs. .... including Rs. .... 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 annexed herewith.

1(b) the total aggregate consideration amount for the plot/ bungalow mentioned herein above from clause 1 a (i) is thus Rs./-

1(c) The Purchaser has paid on or before execution of this agreement a sum of Rs(Rupees \_\_\_\_\_ only) as advance payment or application fee and hereby agrees to pay to that Seller the balance amount of Rs .....( Rupees ..... ) in the following manner :-

- i. Amount of Rs...../-(.....) to be paid to the Seller after the execution of Agreement
- ii. Amount of Rs...../-(.....) to be paid to the Seller on completion of the Plinth of the plot/ bungalow.
- iii. Amount of Rs...../-(.....) to be paid to the Seller on completion of the slabs of the plot/ bungalow.
- iv. Amount of Rs...../-(.....) to be paid to the Seller on completion of the walls, internal plaster, floorings doors and windows of the said plot/ bungalow.
- v. Amount of Rs...../-(.....) to be paid to the Seller on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said plot/ bungalow.
- vi. Amount of Rs...../-(.....) to be paid to the Seller on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the plot/ bungalow.
- vii. Amount of Rs...../-(.....) to be paid to the Seller on completion of the 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 Plot/ bungalow is located.
- viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the plot/ bungalow to the Purchaser 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 Seller by way of G.S.T, and Cess or any other similar taxes including T.P. incremental charges which may be levied, in connection with the construction of and carrying out the Project payable by the Seller) up to the date of handing over the possession of the plot/ bungalow, which shall be

separately payable by the Purchaser in the manner as may be decided by the Seller.

- 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 T.P. Incremental charges or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Seller undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Seller 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 Purchaser, which shall only be applicable on subsequent payments.
- 1(f) The Seller may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser by discounting such early payments @ 8 % per annum 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 Purchaser by the Seller.
- 1(g) The Seller shall confirm the final carpet area/plot area that has been allotted to the Purchaser 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/plot area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Seller. If there is any reduction in the carpet area within the defined limit then Seller shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of 8%, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Seller shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1(a) of this Agreement.
- 1(h) The Purchaser authorizes the Seller 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 Seller may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Seller to

adjust his payments in any manner.

2.1 The Seller 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 plot/ bungalow to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Plot/ bungalow.

2.2 Time is essence for the Seller as well as the Purchaser. The Seller shall abide by the time schedule for completing the project and handing over the plot/ bungalow to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser 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 Seller as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Seller hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Seller has planned to utilize Floor Space Index of 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 Seller has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Plot/ bungalow based on the proposed construction and sale of plot/ bungalows to be carried out by the Seller by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Seller only.

4.1 If the Seller fails to abide by the time schedule for completing the project and handing over the Plot/ bungalow to the Purchaser, the Seller agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of 8% per annum, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Seller, interest at the rate of 8% per annum, on all the delayed payment which become due and payable by the Purchaser to the Seller under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Seller.

5. Without prejudice to the right of Seller to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Seller under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Seller shall at his own option, may terminate this Agreement:

Provided that, Seller shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 Purchaser fails to rectify the breach or breaches mentioned by the Seller within the period of notice then at the end of such notice period, Seller shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Seller shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Seller) within a period of thirty days of the termination, the instalments of sale consideration of the plot/ bungalow which may till then have been paid by the Purchaser to the Seller.

6. The Seller shall give possession of the Plot/ bungalow to the Purchaser on or before 31<sup>st</sup> December 2026. If the Seller fails or neglects to give possession of the Plot/ bungalow to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Seller shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Plot/ bungalow with interest at the same

rate as may mentioned in the clause 4.1 herein above from the date the Seller received the sum till the date the amounts and interest thereon is repaid.

Provided that the Seller shall be entitled to reasonable extension of time for giving delivery of Plot/ bungalow on the aforesaid date, if the completion of building in which the Plot/ bungalow 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 Seller, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Plot/ bungalow to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Seller shall give possession of the [Plot/ bungalow/Plot] to the Purchaser. The Seller agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Seller. The Purchaser agree(s) to pay the maintenance charges as determined by the Seller or association of Purchasers, as the case may be. The Seller on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchaser shall take possession of the Plot/ bungalow within 15 days of the written notice from the promotor to the Purchaser intimating that the said Plot/ bungalows are ready for use and occupancy:

7.3 **Failure of Purchaser to take Possession of Plot/ bungalow:** Upon receiving a written intimation from the Seller as per clause 7.1, the Purchaser shall take possession of the Plot/ bungalow from the Seller by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Seller shall give possession of the Plot/ bungalow to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser 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 Plot/ bungalow to the Purchaser, the Purchaser brings to the notice of the Seller any structural defect in the

Plot/ bungalow or the building in which the Plot/ bungalow are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Seller at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Seller, compensation for such defect in the manner as provided under the Act. Provided that the Seller 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 Seller or beyond the control of the Seller.

8. The Purchaser shall use the Plot/ bungalow or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Purchaser along with other Purchaser(s) of Plot/ bungalows in the project shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Seller 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 Seller within seven days of the same being forwarded by the Seller to the Purchaser, so as to enable the Seller to register the common organisation of Purchaser. No objection shall be taken by the Purchaser 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 Seller to the Purchaser that the Plot/ bungalow is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Plot/ bungalow) 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 Purchaser shall pay to the Seller such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Seller provisional monthly contribution of Rs. .... towards the outgoings. The amounts so paid by the Purchaser to the Seller shall not carry any interest and remain with the Seller 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 Purchaser, the Purchaser shall on or before delivery of possession of the said premises shall pay to the Seller such proportionate share of the outgoings as may be determined by the Seller and which are not covered in any other provisions of this agreement.
11. The Purchaser shall pay to the Seller a sum of Rs. .... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Seller 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 or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the plot/ bungalow, the Purchaser shall pay to the Seller, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said plot/ bungalow. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Seller, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
13. **REPRESENTATIONS AND WARRANTIES OF THE SELLER**  
The Seller hereby represents and warrants to the Purchaser as follows:

- i. The Seller has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Seller has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been 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/wing shall be obtained by following due process of law and the Seller has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Bungalow / plot and common areas;
- vi. The Seller 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 Purchaser created herein, may prejudicially be affected;
- vii. The Seller 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 Plot/ bungalow which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Seller confirms that the Seller is not restricted in any manner whatsoever from selling the said Plot/ bungalow to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Seller shall handover lawful, vacant, peaceful,

physical possession of the common areas of the Structure to the Association of the Purchasers;

- x. The Seller 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;
- xi. 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 Seller in respect of the project land and/or the Project except those disclosed in the title report.

14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Plot/ bungalow may come, hereby covenants with the Seller as follows :-

- i. To maintain the Plot/ bungalow at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Plot/ bungalow is taken and shall not do or suffer to be done anything in which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the plot/ bungalow is situated and the Plot/ bungalow itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Plot/ bungalow any goods which are of hazardous, combustible or dangerous nature
- iii. 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 Plot/ bungalow is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- iv. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plot/ bungalow in the compound or any portion of the project land is situated.
- v. Pay to the Seller within fifteen days of demand by the Seller, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Plot/ bungalow is situated.
- vi. 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 Plot/ bungalow by the Purchaser for any purposes other than for purpose for which it is sold.
- vii. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Plot/ bungalow until all the dues payable by the Purchaser to the Seller under this Agreement are fully paid up.
- viii. The Purchaser 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 the Plot/ bungalows 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 Purchaser 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 Plot/ bungalow 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.
- ix. The Purchaser shall permit the Seller and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the

said buildings or any part thereof to view and examine the state and condition thereof.

x. The Purchaser shall permit the Seller 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.

15. The Seller shall maintain a separate account in respect of sums received by the Seller from the Purchaser 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.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Plot/ bungalows or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Plot/ bungalow hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Seller until the same is transferred as hereinbefore mentioned.

17. SELLER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Seller executes this Agreement he shall not mortgage or create a charge on the Plot/ bungalow 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 Purchaser who has taken or agreed to take such Plot/ bungalow

18. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Seller does not create a binding obligation on the part of the Seller or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Seller. If the Purchaser(s) fails to execute and deliver to the Seller this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Seller, then the Seller shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days

from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

19. 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 plot/bungalow/plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/  
SUBSEQUENT PURCHASERS

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 Purchasers of the [Plot/bungalow/Plot], in case of a transfer, as the said obligations go along with the [Plot/bungalow/Plot] for all intents and purposes.

22. 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.

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion

24. 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.

25. PLACE OF EXECUTION

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

26. The Purchaser and/or Seller shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Seller will attend such office and admit execution thereof.

27. That all notices to be served on the Purchaser and the Seller as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Seller by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser

(Purchaser's Address) Notified Email ID: \_\_\_\_\_

M/s SHASHWAT INFRASPACE

504 Signet Hub, Munjmahuda, Vadodara. Notified Email ID parkshire03@outlook.com

It shall be the duty of the Purchaser and the Seller 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 Seller or the Purchaser, as the case may be.

28. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Seller to the Purchaser 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 Purchasers.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.

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

31. 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 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.

SCHEDULE 'A'

SCHEDULE A PROPERTY

Schedule 'A' Property

All that piece and parcel of the property bearing Block Nos.- Block Nos.-507 (Old Survey No. 567-1 and 537 admeasuring 7891.00 SQ.MT.) of Village Kelanpur- District and Sub district Vadodara of land and The four sided boundaries are

East by : Adjoining Land of Block No. 509  
 West by : Adjoining Land of Block No. 435  
 North by : Adjoining Land of Block No. 506 and 508  
 South by : Adjoining Land of Block No. 432 and 510

All that piece and parcel of the property bearing Block Nos.- Block Nos.- 508 (Old Survey No. 574 admeasuring 4540.00 SQ.MT.) of Village Kelanpur- District and Sub district Vadodara of land and The four sided boundaries are

East by : Adjoining Land of Block No. 502 and 509  
 West by : Adjoining Land of Block No. 506 and 507  
 North by : Adjoining Land of Block No. 503, 504 and 505  
 South by : Adjoining Land of Block No. 507 and 509

#### Schedule 'B' Property

#### Description of Plot/Bungalow

All that piece and parcel of the Plot/bungalow bearing Block no- \_\_\_\_\_

| PLOT NO. | TOTAL<br>SQ.MT. | CARPET<br>AREA SQ.MT. | EXCLUSIVE<br>BALCONY<br>SQ.MT. | EXCLUSIVE<br>OPEN TERRACE<br>SQ.MT. |
|----------|-----------------|-----------------------|--------------------------------|-------------------------------------|
|          |                 |                       |                                |                                     |

of the project "PARKSHIRE"PART II on the schedule 'A' property.

The four sided boundaries are

East by:

West by :

North by :

South by :

#### SCHEDULE 'B'

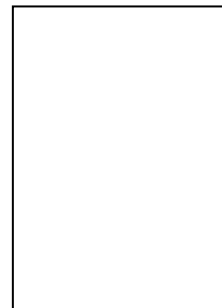
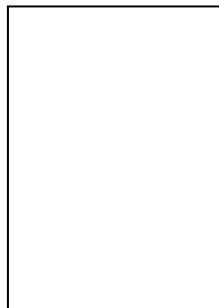
#### FLOOR PLAN OF THE PLOT/ BUNGALOW

SIGNED AND DELIVERED BY THE WITHIN NAMED

Purchaser: (including joint buyers)

1. Name \_\_\_\_\_

Signature \_\_\_\_\_



2. Name \_\_\_\_\_

Signature \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_

In the presence of WITNESSES:

WITNESSES:

Name \_\_\_\_\_ Name \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED

Seller: (Authorized Signatory)

**"SHASHWAT INFRASPACE"** on  
Behalf of its administrative partner:-

Please affix  
photograph  
and sign across  
the photograp

\_\_\_\_\_  
**SANJIV PRAFFULBHAI BHATT**

WITNESSES:

Name \_\_\_\_\_ Name \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

ANNEXURE –A

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

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

The Seller/s.