

Agreement For Sale

THIS DEED OF AGREEMENT FOR SALE executed at
Vadodara on ____ day of _____.

BETWEEN

THE PARTY OF THE FIRST PART/ PURCHASER/ALLOTTEE:

1 NAME : _____

AGE: Adult _____ years **Occupation:** Business

PAN: _____

AADHAR: _____

ADDRESS: _____

2 NAME : _____

AGE: Adult _____ years **Occupation:** Business

PAN: _____

AADHAR: _____

ADDRESS: _____

3 NAME : _____

AGE: Adult _____ years **Occupation:** Business

PAN: _____

AADHAR: _____

ADDRESS: _____

(Hereinafter referred as THE PARTY OF THE FIRST PART (Purchaser), which expression includes the execute to the Agreement of Sale, the party of the First Part and their legal heirs, successors, executors, assigns etc.)

AND

THE PARTY OF THE SECOND PART (PROMOTER)

Dhanani Realty a Proprietorship Firm through it's Proprietor and Land Owner Rasilaben Shantilal Dhanani, office at : R S No 124 FP No 90 Dhanani Realty HQ Sevasi Bhayli Canal Road Behind Broadway Signature Vadodara 391101.

PAN No. AMOPD3090R

(Hereinafter referred as THE PARTY OF THE SECOND PART (PROMOTER), which expression includes the execute to the Agreement of Sale, the party of the Second Part the present and their legal heirs, successors, executors, assigns etc.)

WHEREAS THE OWNER is absolutely seized and possessed of otherwise well and sufficiently legally entitled to Piece or Parcel of immovable Property bearing R. S. No. 124, T. P. Scheme no. 1 , Final Plot no. 90, admeasuring 3245 sq. mtrs. Non Agricultural Land of mouje : Sevasi Ta: Vadodara in the Registration District Vadodara and Sub District Vadodara more particularly described in the **Schedule- A** hereinafter written and herein under referred to as said property/said land That the Original owner of the land bearing R. S. No. 124, T. P. Scheme no. 1 , Final Plot no. 90, admeasuring 3245 sq. mtrs. Non Agricultural Land of mouje : Sevasi Ta: Vadodara was Rasilaben Shantilal Dhanani and Kailashben Karshanbhai Dhanani, executed

Vahechani Karar Hakk Patrak Nodh Number. 7836 dtd. 01/05/2019 (Pakki Nodh Date 12/06/2021) in favour of Party of the Second Part i.e. Rasilaben Shantilal Dhanani Land Owner and Proprietor of Dhanani Realty

That the Collector of Vadodara had issue N.A. order for Residential Purpose vide no. N.A. order vide no. 1081/19/02/032/2020 dtd.21/08/2020 for R.S.no. 124, having T.P. Scheme no. 1, F.P.no 90, admeasuring 3245 sq. mtrs. Land (Out of 11479 Sq Mtrs Total Land) of mouje: Sevasi. Ta: Vadodara.

That Vadodara Mahanagar Seva Sadan (VMSS) had issued Development Permission/Raja Chitthi Number Ward 11 2021-22 Highrise Building Residential 9 dtd. 9/04/2021 for (R.S.no. 124) having T.P. Scheme no.1, F.P.no.90, admeasuring 3245 sq. mtrs. Land of mouje: Sevasi.

According to the said N. A. Order and Development Permission the party of the Second part has organized a Residential Scheme named **“Dhanani Towers”** & commence construction of Flats in the **Schedule-A** land.

AND THE PARTY OF THE SECOND PART have agreed to sell the **Flat No.**_____ (herein after referred to as Unit) situated on the _____ admeasuring **about** _____ **Sq. mtr. Carpet area, Balcony** _____, **Open Terrace** _____ and undivided share of common area _____ **sq. mtr.** i.e. **Total Construction area is about** _____ **sq.mtrs** undivided share in Land area is about _____ **sq. meters** of **“Dhanani Towers”**, to the Purchaser i.e. **THE PARTY OF THE FIRST PART** by this Agreement for Sale which is specifically, described in Schedule- B

AND WHEREAS the Promoter is the owner and in possession of the project land AND WHEREAS the Promoter has proposed to construct 72 Flats on First floor to Nineth floor on the project land AND WHEREAS the Allottee is offered **Flat No.**_____ (here in after referred to as the Said “Unit”) in the **“Dhanani Towers”** (herein after referred to as the said “Scheme ”)

“Dhanani Towers” being constructed in the said project, by the Promoter.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority vide

Registration No. **APPLIED** _____ authenticated copy
is attached in Annexure 'B'

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 M/s Talib Patel Associates 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 there under and the Allottee 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 Promoter, 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 Promoter to the project land on which the Units are constructed or are to be 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 buildings and open spaces are proposed to be provided for on the said project has also been inspected by the Allottee,

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

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations,

sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the 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/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for provisional allotment and vide allotment letter dated _____ has allotted **Flat No.** _____ on _____ floor being constructed in the scheme named "**Dhanani Towers**".

AND WHEREAS the carpet area of the said **Unit is** _____ **sq. meters** and Balcony _____, Open Terrace _____ and "carpet area" means the net usable floor area of an Unit excluding the area covered by the external walls, but includes the area covered by the internal walls of the Unit and duct areas for water in & water out & for A.C. Provisions.

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a total sum of **Rs.** _____ **/- (Rupees**
 _____ **Only),**

Details of payment of consideration made by the purchaser to the party of the SECOND PART (Seller)

Sr No	Cheque No	Date	Bank	Amount Rs.

being part payment of the sale consideration of the Unit 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 **Flat No.**_____ 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 said unit.

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

- 1) The Promoter shall construct this Residential scheme named **"Dhanani Towers"** 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 Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Unit of the Allottee

except any alteration or addition required by any Government authorities or due to change in law.

- (a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter here by agrees to sell to the Allottee **Flat No.** _____ on _____ floor of carpet area admeasuring _____ **sq. meters, Balcony** _____, **Open Terrace** _____ plus undivided share in common area _____ **sq. mtr.** (including common parking) i.e. Total area is about _____ **sq. meters** and undivided share in Land area is about _____ **sq. meters** of "Dhanani Towers" (hereinafter referred to as "the Unit") for the consideration of **Rs.** _____/- **(Rs.** _____ **only)**

- (b) The total aggregate consideration amount for the Unit mentioned herein above from clause 1 a (i) thus **Rs.** _____/- **(Rs.** _____ **only)**

Commencement of Interiors (Furniture False Ceiling etc.) can be initiated only after completion of Developers scope of work and only after completion of entire payments including maintenance deposit on behalf of Co-Operative Society to be formed for maintenance. Allottee is well aware that vastu pooja will be permitted only after possession.

- (c) **Payment Plan: The Allottee has to pay 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 Promoter the balance amount of Rs. _____ .00 (Rupees _____ Thousand only) 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 Unit 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 Unit is located.

On Completion of 1st Slab 10%, Rs _____/- to be paid

On Completion of 3rd Slab 10%, Rs _____/- to be paid

On Completion of 5th Slab 5%, Rs _____/- to be paid

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 Unit.

v. Amount of **Rs** _____/- (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the staircases, lift wells, lobbies up to the floor level of the said Unit.

vi. Amount **of Rs** _____/- (not exceeding 85% of the total consideration) To be paid to the Promoter on completion of common facilities like Toilet Block on floor where unit is located & staircase finishing.

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 Unit is located.

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

- (d) The total price as stated above excludes Taxes, Development Charges, Maintenance Deposit, legal fees, MGVCL deposit, stamp duty & Registration charges (consisting of tax paid or payable by the Promoter by way of GST/Value Added Tax, Service Tax, and Cess or any other similar 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, which shall be separately payable by the Allottee in the manner as may be decided by the Promoter.
- (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.
- (f) 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 **(equal or less than SBI MCLR+2%)**, 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 as agreed in Clause 1(a) of this Agreement.

- (g) 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. 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 **Flat No. _____** to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit. 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 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 installment 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").

- I. Monthly or Yearly maintenance shall be paid extra as decided by the co-operative society according to the expenses of the society.
- II. No changes in external/Atrium shall be permitted which is against the by-laws of the competent authority.
- III. Any Outdoor Display, AC units, etc. shall be permissible strictly as per provision

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **8761.50 square meters (FSI : 2.70)** only and Promoter has planned to utilize **8358.66 square meters (FSI : 2.57)** 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 Promoter has disclosed the Floor Space Index of **8358.66 square meters (FSI : 2.57)** 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.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the 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 **(equal or less than SBI MCLR+2%)** per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest

at the rate of (equal or less than SBI MCLR+2%) 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 two defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of seven 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 or WhatsApp number 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 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 installments of sale consideration of the Unit which may till then have been paid by the Allottee to the Promoter.

I. In the event of cancellation of the said unit, Allottee would bear all the legal charges levied by the competent authority for the cancellation of Registered "Agreement to Sale"

5. 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 **Flat No. _____** as are set out in **Annexure 'C'**, annexed hereto.
6. The Promoter shall give possession of the Unit to the Allottee on or before **31st day of December, 2026**. If the Promoter fails or neglects to give possession of the Unit 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 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 **Flat No. _____** on the aforesaid date, if the completion of building in which the Unit No. is to be situated is delayed on account of –
 - (i) force majeure conditions war, civil commotion or act of God ;
 - (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
 - (iii) Non availability of material or labour due to strike or such other similar reason, on which are beyond the control of the promoters
7. Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [**Flat No. _____**], 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 [**Flat No. _____**] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment 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.

- The Allottee shall take possession of the **Flat No._____** within 15 days of the written notice from the promoter to the Allottee intimating that the said **Flat No._____** are ready for use and occupancy:
- Failure of Allottee to take Possession of Unit: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the **[Unit No._____]** 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 **[Flat No._____]** 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.
- If within a period of five years from the date of handing over the **Flat No._____** to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the **Flat No._____** or the building in which the **Flat No._____** are 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 or any part thereof or permit the same to be used only for purpose of residential use. (Not for Commercial Use). She/he shall use the parking space only for purpose of parking vehicle/s.
9. The Allottee along with other allottee(s) of Unit in the building shall join in forming and registering the Society or Association 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 by-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 by-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.

Within 15 days after notice in writing is given by the Promoter to the Allottee that the Unit 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 Unit) 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 of Rs (*) 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.

(*) Exact Amount Shall be intimated at a time of Possession

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 a sum of Rs (*) for 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 by-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
(*) Exact Amount Shall be intimated at a time of Possession
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' 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 Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' 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 PROMOTER

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

- i. The Promoter 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 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;
- 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 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;
- vi. 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;

- vii. 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 **Flat No.**_____ which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. 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;
 - 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself / themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter as follows:-
- i. To maintain the Unit at the cost of Allottee in good and tenantable condition from the date that of possession of the Unit is taken. Allottee shall not do or suffer to be done anything in or to the building in which the **Flat No.**_____ is situated which may be against the rules, regulations or by-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Unit 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 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 is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit 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 and maintain the Unit 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 is situated or the Unit which may be contrary to the rules and regulations and by-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 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 or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit 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 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 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 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 in the compound or any portion of the project land and the building in which the Unit 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 is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit 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 **Flat No.**_____ 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 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 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 buildings 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.
15. The Purchaser(s) shall have no claim whatsoever over the entire Residential scheme, except in respect of the Unit hereby agreed to be acquired. It is hereby expressly and specifically agreed by the parties herein that all other open spaces, staircases, lobbies, un allotted Villas/Unit and other spaces, terrace, garden etc. shall remain the property of the Promoter till the time it is transferred to other allottee or to the co-operative society or limited company, as the case may be.
 16. 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.
 17. 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 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 hereby agreed to be sold to him 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.

18. 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 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 **Flat No.**_____
19. 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.
20. ENTIRE AGREEMENT This Agreement, along with its schedules and annexure, 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 as the case may be.
21. RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties.

22. 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 in case of a transfer,
as the said obligations go along with the Unit for all intents and
purposes.
23. SEVERABILITY If any provision of this Agreement shall be
determined to be void or unenforceable under the Act or the
Rules and Regulations made there under 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 there under
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.
24. 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 **Flat No.** _____
to the total carpet area of all the Unit in the Project.
25. 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.

26. **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.
27. The Allottee and/or Promoter 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 Promoter will attend such office and admit execution thereof.
28. 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 WhatsApp number/Email ID/Under Certificate of Posting at their respective addresses specified below:

ALLOTTEE 1

NAME:	_____	PAN No:	_____
AGE:	____ Years	ADHAR No:	_____
ADDRESS:	_____	CONTACT:	_____

ALLOTTEE 2

NAME:	_____	PAN No:	_____
	_____		_____
AGE:	_____Years	ADHAR No:	_____

ADDRESS:	_____	CONTACT:	_____

ALLOTTEE 3			
NAME:	_____	PAN No:	_____
	_____		_____
AGE:	_____Years	ADHAR No:	_____

ADDRESS:	_____	CONTACT:	_____

Promoter name: Dhanani Realty, a **Proprietorship firm**

Promoter Address: DHANANI TOWERS, R S No 124 FP 90

Dhanani Realty HQ Sevasi Bhayali Canal Road, Behind Broadway

Signature Vadodara 391101 .

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.

29. **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.
30. **Stamp Duty and Registration:** The charges towards stamp duty and Registration of this Agreement shall be borne by the 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, there under.
32. **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.

SCHEDULE – A

Immovable Property bearing R. S. No. 124, T. P. Scheme no. 1 , Final Plot no. 90, admeasuring 3245 sq. mtrs. Non Agricultural Land of mouje : Sevasi Ta: Vadodara in the Registration District Vadodara and Sub District Vadodara. Which is bounded as under:

On or towards the East by-	FP No 89
On or towards the West by-	12 Mtr Wide Road
On or towards the North by -	FP No 87
On or towards the South by -	FP No 91

SCHEDULE – B

THAT THE PARTY OF THE SECOND PART as an owner/developer of the above said property & the owner/developer have construct

Residential scheme named **“Dhanani Towers”** & constructed **Residential Building and the Seller have sold the Flat No._____** situated on the _____ Floor(____) admeasuring about _____ **sq.Mtrs.** Carpet Area and _____ **Sq. Mtrs.** Of Undivided share in common area and proportionate undivided share in land of _____ **Sq. Mtrs** Proportionate land to the Purchaser i.e. THE PARTY OF THE FIRST PART by this Agreement For Sale.

UNIT NUMBER	CARPET AREA	BALCONY AREA	OPEN TERRACE AREA	UNDIVIDED SHARE OF LAND
Flat No._____	_____ Sq.Mtr	_____ Sq.Mtr	_____ Sq.Mtr	_____ Sq.Mtr

On or towards the East by - _____
 On or towards the West by- _____
 On or towards the North by _____
 On or towards the South by _____

ANNEXURE –B

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

ANNEXURE – C

(Specification and amenities for the **Flat No._____**) as under-

Structure:

RCC frame structure designed as per Indian standard code for safety aspects.

Wall finish and pains :

smooth finish internal plaster
 external Surface finished in textured plaster
 2 coat putty with primer finish on internal walls
 Weather Proof Paint on external walls

Flooring :

Double charged vitrified tiles in all rooms
 Branded anti-skid ceramic tiles flooring in bathroom
 Vitrified tile flooring in common area

Kitchen/Store :

Granite Platform top with SS Sink & Swivel tap
 Vitrified tiles/designer glazed tiles upto lintel height over the platform
 Wash Area with dado tiles & kota stone

Doors & Windows :

Main Door: High Quality Wooden frame door with veneer finish on both sides
 Internal Doors: flush doors with 8 feet height & natural stone frame
 Powder coated aluminum sliding windows with mosquito net

Bathrooms & Toilets :

Premium Ceramic tiles, Branded quality bath fittings & sanitary wares
 Geyser point in each bathroom
 Anti-skid floor tile & Granite counter with ceramic Wash Basin
 Tiles upto lintel level in all bathrooms

Electrification :

Concealed copper wiring (ISI grade) & branded modular switches
 Sufficient electric points as per architect's design
 AC Piping in all bedrooms & living room
 Provision for inverter

Terrace :

China mosaic flooring on ensure water proofing and to reduce heat transfer.

Signed, sealed and Delivered by within named the Vendor and the Party of Second Part,

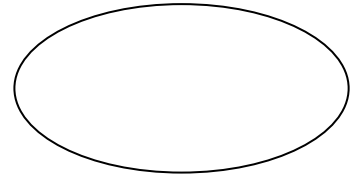
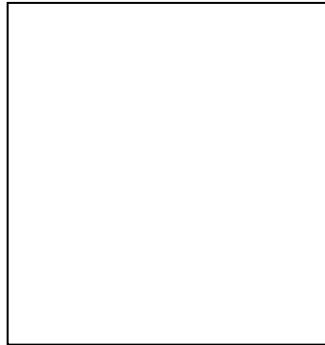
IN WITNESS WHEREOF the parties hereto have executed this Agreement for Sale on the date first herein above mentioned at Vadodara dated_____2020.

Promoter:

Dhanani Realty

Through its Proprietor and Land Owner

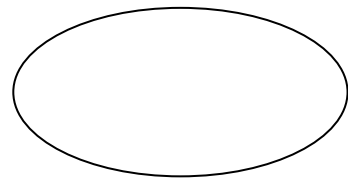
RASILABEN SHANTILAL DHANANI



SIGNED AND DELIVERED BY THE WITHIN NAMED

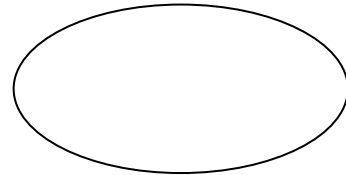
Allottee:- 1) _____

DATE :-



Allottee:- 2) _____

DATE :-



In the presence of **WITNESSES:**

Name :

Name :
