

AGREEMENT FOR SALE :

This Agreement made at Ahmedabad this _____ day of _____ in the Year Two Thousand and Eighteen;

BY AND BETWEEN

M/S. V.P.ASSOCIATE, (PAN. AAKFV 0769 R), a partnership firm incorporated under the Indian partnership act, 1932, having its registered office at 7-A, Shreyanshnath Society, Opp Hariprasad Nagar Society, B/H Dharnidhar Derasar, Vasna, Ahmedabad- 380007 represented by its authorized partner Mr. Vishal Pankajkumar Thakkar having his address 7-A, Shreyanshnath Society, Opp Hariprasad Nagar Society, B/H Dharnidhar Derasar, Vasna, Ahmedabad- 380007, hereinafter referred to as “THE DEVELOPER” and “THE PROMOTER” (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its partner or partners for the time being constituting the Firm and their heirs, executors & administrators) of
First Part;

AND

Mr. VISHAL PANKAJKUMAR THAKKAR

Mrs. BINABEN PANKAJKUMAR THAKKAR

both residing at 7-A, Shreyanshnath Society, Opp Hariprasad Nagar Society, B/H Dharnidhar Derasar, Vasna, Ahmedabad- 3800077-A, Shreyanshnath Society, Opp Hariprasad Nagar Society, B/H Dharnidhar Derasar, Vasna, Ahmedabad- 380007, hereinafter referred to as “THE VENDOR” or “THE OWNER” (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its partner or partners for the time being constituting the Firm and their heirs, executors & administrators) of the **Second Part**;

AND

MR. _____ (PAN: _____) having Aadhar Cards no. _____ address at _____ hereinafter referred to as **“the Allottee” or “the Purchaser” OF THE OTHER PART.**

WHEREAS the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to all those piece or parcel of freehold Non-Agricultural land of Mahalaxmi Co - operative Housing Society Limited, a society registered under Provisions of The Bombay Co-Operative Societies Act - 1925 and deemed to be registered under Provisions of The Gujarat Co – Op. Societies Act - 1961, bearing registration number B-129 dated 07.06.1928, having it’s registered office at Paldi, Pritamrai Road, Eillisbridge, Ahmedabad – 380 007 (hereinafter referred as “the Society”), being Residential Bungalow no. 15 admeasuring 698.22 square meters, bearing Final Plot Nos. 992 and 993paiki comprised in Town Planning Scheme No. 3 situate, lying and being at Mouje : Paldi, Taluka : Sabarmati, District Ahmedabad, within the Jurisdiction of Registration Sub-District Ahmedabad-4 (Paldi), more particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as **“the**

Project Land” or “the said Land”) free from any charge or encumbrances whatsoever.

AND WHEREAS the Non Agricultural Permission for Residential purpose pertaining to Final Plot No. 992 and 993 was granted vide an order bearing no. LND1795 dated 24.03.1949 subject to terms and conditions contained therein;

AND WHEREAS the Owners and the developer has executed the notarized Development Agreement was registered with the Sub-Registrar of Assurance on 22.11.2018 under serial no. 14499; (hereinafter referred as “the Development Agreement”).

AND WHEREAS, the Owners has proposed to develop a scheme comprised of Residential units (to be known as “building”) on the said Land to be known as **“Akshar Amrut”**, (hereinafter referred to as “the said Scheme/Project”), more particularly described in SCHEDULE-I hereunder written;

AND WHEREAS the Promoter has proposed to construct on the project land a building consist of total 15 residential units, 3 units on each floor having 5 Floors in building;

AND WHEREAS, the development plan layout was sanctioned pursuant to which Commencement Letter bearing no. AMC/29-08-2018/666647/01/001284 dated 10.09.2018 for construction of residential units on the said land was issued by the Ahmedabad Municipal Corporation;

AND WHEREAS the Owners are entitled and enjoined upon to construct the Scheme on the Project Land and development and construction of the said Scheme has been carried out by the Owners in accordance with the rules, regulations and resolutions of the Local Authority;

This Draft does not in any manner create any right, title, interest or liabilities amongst the parties

AND WHEREAS the Allottee is offered Residential Unit bearing No. _____, admeasuring approximately _____ square feet equivalent to approximately _____ square meters (Super built-up-area)/ _____ square feet equivalent to approximately _____ square meters (carpet area) on the _____ Floor of the said Scheme to be constructed on the said Land and together with proportionate undivided share admeasuring approximately to _____ square feet equivalent to approximately _____ square meter on the said Land and together with the right to use common amenities in the Residential scheme on the terms and conditions contained therein and more particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter collectively referred to as “**The said Property**”) in the said Project, by the Promoters;

AND WHEREAS the carpet area of the said residential Units is _____ square meters/square feet and “carpet area” means the net usable floor area of an residential Units, excluding the area covered by the external walls, areas under exclusive balcony or veranda area and exclusive open terrace area but includes the area covered by the internal partition walls of the residential Units;

AND WHEREAS the Owner are presently owned and in possession of the Project Land and the said Property thereon;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no. _____ ; authenticated copy is attached in Annexure ‘B’;

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AND WHEREAS by virtue of being the owners of the Project Land including the construction of the Project thereon, the Promoters have sole and exclusive right to sell the said Property built on the Project Land and to enter into Agreement/s with the Allottee(s)/s of the said Property to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the Project Land and Project and the plans, designs and specifications prepared by the Promoters' 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 convinced and satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate Mr. Shalin N. Parikh of Messrs P.H.Parikh & Co. of the Promoters, 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 Promoters to the Project Land on which the said Property is situated has also been inspected by the Allottee and is convinced and 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 Promoters and according to which the construction of the said Scheme and open spaces 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 said Property 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 Promoters for allotment of the said Property in the said Scheme;

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 Promoters a sum of Rs._____-/- [Rupees _____ only], being part payment of the sale consideration of the said Property agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS, under Section 13 of the said Act, the Promoters is required to execute a written Agreement for Sale of the said Property 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 Promoters hereby agree to sell and the Allottee hereby agrees to purchase the said Property and the two parking at a lump-sum consideration of Rs. _____/- (Rupees _____ Only) (inclusive of Service Tax if any).

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

1. The Promoter shall construct the said Building/s consisting of one basement and ground/ stilt, / _____ podiums, and seven upper floors 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 Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Property of the Allottee 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, Apartment No. _____ of the type _____ of carpet area admeasuring _____ sq. metres/sq. feet on _____ floor in the Building _____/Wing (hereinafter referred to as “**the**

Apartment”) 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 (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee balcony/verandah 1 having area admeasuring ____ sq. metres /sq. feet forming part of the Apartment for the consideration of Rs._____/ -.
- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee balcony/verandah 2 having area admeasuring ____ sq. metres/sq. feet forming part of the Apartment for the consideration of Rs._____/ -.
- (iv) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee wash area balcony having area admeasuring ____ sq. metres/sq. feet forming part of the Apartment for the consideration of Rs._____/ -.
- (v) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee open terrace having area admeasuring

_____ sq. metres/sq. feet forming part of the Apartment for the consideration of Rs._____/ -.

(vi) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee open parking spaces bearing no.'s _____ situated at _____ basement and/or stilt and/or _____ podium being constructed in the layout for the consideration of Rs._____/ -.

(vii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing no's _____ situated at basement and/or stilt and/or _____ podium being constructed in the layout for the consideration of Rs._____/ -.

1 (b) The total aggregate consideration amount for the Apartment mentioned herein above from clause 1(a) (i) to (vii) 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 _____ only) in the following manner :-

(i) Amount of Rs._____/ - (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

(ii) Amount of Rs._____/ - (Rupees _____ only) (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._____-/- (Rupees _____ only) (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._____-/- (Rupees _____ only) (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._____-/- (Rupees _____ only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.
- (vi) Amount of Rs._____-/- (Rupees _____ only) (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._____-/- (Rupees _____ only) (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.____/- (Rupees _____ only 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 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 [Apartment], 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 the 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 @ ____% 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 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 the Promoter shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate of ____% from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand additional amount from the Allottee as per next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square metre 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. 2.1 The Promoters hereby agree 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 said Property to the Allottee.
- 2.2 Time is essence for the Promoters as well as the Allottee. The Promoters have abided by the time schedule for completing the Project, shall hand over the said Property to the Allottee and shall hand over the common areas to the association/service society 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. (**“Payment Plan”**).
3. The Promoters hereby declares that the Floor Space Index [FSI] available as on date in respect of the Project Land is _____ square metres only and Promoters 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 schemes 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 Promoters has disclosed the Floor Space Index of ____ as proposed to be utilized by him on the Project

Land in the said Project and Allottee has agreed to purchase the said Property based on the construction thereon and sale of the sub-plots/ Apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

- 4.1 If the Promoters fails to abide by the time schedule for handing over the said Property to the Allottee, the Promoters agree to pay to the Allottee, who does not intend to withdraw from the Project, interest at the rate of ____% 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 Promoters, interest at the rate of ____% per annum, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoters.
- 4.2 Without prejudice to the right of Promoters 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 Promoters under this Agreement (including his/her proportionate share or taxes levied by concerned local authority and other outgoings) and on the Allottee committing three (3) defaults of payment of instalments, the Promoters shall at his own option, may terminate this Agreement:

PROVIDED that, Promoters shall give notice of fifteen (15) 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 Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

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

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 Promoters at his/her/its option in the said Scheme and the said Property as are set out in **ANNEXURE-“B”** annexed hereto.
6. The Promoters shall give possession of the said Property to the Allottee on or before ____ day of ____ 20__. If the Promoters fails or neglects to give possession of the said Property to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Property with interest at the same rate as may be mentioned in the clause 4.1 hereinabove from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

PROVIDED that the Promoters shall be entitled to reasonable extension for giving delivery of said Property on the aforesaid date, if the handover of possession 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. 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 per the Agreement shall offer in writing the possession of the [Apartment/Plot], 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 [Apartment/Plot] 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 said Property within 15 days of the written notice from the Promoters to the Allottee intimating that its respective sub-plot is ready for use and occupancy.

7.3 **Failure of Allottee to take Possession of said Property:-**

Upon receiving a written intimation from the Promoters as per Clause 7.1, the Allottee shall take possession of the said Property from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Property 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 said Property to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Property or the Scheme in which the said Property are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoters 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 Promoters, compensation for such defect in the manner as provided under the Act. Provided that the Promoters 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 Promoters or beyond the control of the Promoters.
8. The Allottee shall use the said Property or any part thereof or permit the same to be used only for purpose of residence and not for carrying on any industry or business. He/she shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottees of sub-plots/Apartment in the Scheme shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters 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 Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters 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 Promoters to the Allottee that the said Property 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 said Property) of outgoings in respect of the Project Land and Scheme 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 and another expenses necessary and incidental to the management and maintenance of the Project Land and Scheme. Until the Society or Limited Company is formed, the Allottee shall pay to the Promoters 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 Promoters provisional monthly contribution of Rs. ____ per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until the same is transferred to the Society or the Association of 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 Promoters such proportionate share of the outgoings as may be determined by the Promoters and which are not covered in any other provisions of this Agreement.
11. The Allottee shall pay to the Promoters a sum of Rs._____ for meeting all legal costs, charges and expenses, including professional costs of the attorney-at-law/advocates of the Promoters 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. At the time of registration of conveyance of the said Property in the said Scheme, including the undivided share in the Project Land, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company or Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the said Property to be executed in favour of the Allottee.

13. **PRESENTATIONS AND WARRANTIES OF THE PROMOTERS:-**

The Promoters hereby represent and warrant to the Allottee as follows :-

- (i) The Promoters have clear and marketable title with respect to the Project Land; as declared in the Title Report annexed to this Agreement and have the requisite rights to carry out development upon the Project Land and also have actual, physical and legal possession of the Project Land for the implementation of the Project;

- (ii) The Promoters have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and have obtained requisite approvals from time to time and have completed 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 the said Property 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 Property shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, said Property and common areas ;
- (vi) The Promoters have the right to enter into this Agreement and have 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 Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or part with respect to the Project Land, including the Project and the

said Property which will, in any manner, after the rights of Allottee under this Agreement ;

- (viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Property to the Allottee in the manner contemplated in this Agreement ;
- (ix) At the time of execution of the conveyance deed of the said Property, the Promoters shall handover lawful, vacant, peaceful, physical possession of the said Property and the common areas of the Scheme have already been handed over to the Association of the Allottees;
- (x) The Promoters have 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 till the possession is handed over or property is transferred;
- (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 Promoters 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 whatsoever hands the said Property may come, hereby covenants with the Promoters as follows:

- (i) To maintain the said Property at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Property is taken and shall not do or suffer to be done anything in or to the Scheme in which the said Property is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Scheme in which the said Property is situated and the said Property itself or any part thereof without the consent of the local authorities, if required ;
- (ii) Not to store in the Apartment 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 Apartment 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 Apartment 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 Apartment is situated or the Apartment on account or 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 Property and maintain the said Property in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the Scheme in which the said Property is situated or the said Property 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 said Property 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 said Property or any part thereof, nor any alteration in the elevation and outside colour scheme of the Scheme in which the said Property is situated and shall keep the portion, sewers, drains and pipes in the said Property and the appurtenance thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Scheme in which the said Property is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC pardi or other structural members in the said Property without the prior written permission of the Promoters 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 portion thereof in which the said Property 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 Property in the compound or any portion of the Project Land in which the said Property is situated;

- (vii) Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Property;
- (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 said Property 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 said Property until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up;
- (x) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Scheme and the said unit therein and for the observance and performance of the Scheme Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company / Apex Body / Federation regarding the occupancy and use of the said Property in the Scheme and shall pay and contribute regularly and punctually towards the taxes, expenses or

other outgoings in accordance with the terms of this Agreement;

(xi) The Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or any part thereof to view and examine the state and condition thereof;

(xii) The Allottee shall permit the Promoters 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 Promoters shall maintain a separate account in respect of sums received by the Promoters 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 outgoings, 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 Property or of the said Plot and Scheme or any part thereof. The Allottee shall have no claim save and except in respect of the said Property hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircase, terraces recreation spaces, will remain the property of the Promoters until the same is transferred as hereinbefore mentioned.

17. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:-**

After the Promoters executes this Agreement, he shall not mortgage or create a charge on the said Property 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 said Property.

18. **BINDING EFFECT:-**

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters 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 Promoters. If the Allottee(s) fails to execute and deliver to the Promoters 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 Promoters, then the Promoters 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 booking amount shall be returned to the Allottee 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 Property/Scheme, 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 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 said Property in case of a transfer, as the said obligations go along with the said Property 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 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 Allottee has to make any payment or otherwise, in common with other Allottee(s) in Project, the same shall be in proportion to the

carpet area of the said Property to the total carpet area of all the sub-plots in the Project.

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 for 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 Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoters 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 Allottee and/or Promoters 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 Promoters will attend such office and admit execution thereof.

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

This Draft does not in any manner create any right, title, interest or liabilities amongst the parties

Name of Allottee

(Allottee's Address) Notified Email ID:

M/s. _____ Promoters Name

(Promoter's Address) Notified Email ID:

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

29. **STAMP DUTY AND REGISTRATION:-**

The charges towards Stamp Duty and Registration of this Agreement shall be borne by the Allottee.

30. **DISPUTE RESOLUTION:-**

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to _____ 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 civil courts at Ahmedabad will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF Parties here-in-above named have set their respective hands and signed this Agreement for Sale at

Ahmedabad in the presence of attesting Witness, signing as such on the day first above written.

FIRST SCHEDULE

(Above referred to Description of the freehold land and all other details)

All those piece or parcel of freehold Non-Agricultural land of Mahalaxmi Co - operative Housing Society Limited, a society registered under Provisions of The Bombay Co-Operative Societies Act - 1925 and deemed to be registered under Provisions of The Gujarat Co - Op. Societies Act - 1961, bearing registration number B-129 dated 07.06.1928, having it's registered office at Paldi, Pritamrai Road, Eillisbridge, Ahmedabad – 380 007 (hereinafter referred as “the Society”) being Residential Bungalow no. 15 admeasuring 698.22 square meters, bearing Final Plot Nos. 992 and 993 paiki comprised in Town Planning Scheme No. 3 situate, lying and being at Mouje : Paldi, Taluka : Sabarmati, District Ahmedabad, within the Jurisdiction of Registration Sub-District Ahmedabad-4 (Paldi).

SECOND SCHEDULE

(Above referred to here set out the nature, extent and description of common areas and facilities)

ALL THAT the Residential Unit bearing No. _____, admeasuring approximately _____ square feet equivalent to approximately _____ square meters (Super built-up-area)/ _____ square feet equivalent to approximately _____ square meters (carpet area) on the _____ Floor of the said Scheme to be constructed on the said Land and together with proportionate undivided share admeasuring approximately to _____ square feet equivalent to approximately _____ square meter on the said Land and together with the right to use common amenities in the Residential scheme thereon “Akshar Amrut”, all of which piece and parcel of freehold non-agricultural land is situate, lying and being at Mouje : Paldi, Taluka : Sabarmati, District Ahmedabad, within the Jurisdiction of Registration Sub-District Ahmedabad-4 (Paldi) is delineated and filled in with yellow colour boundary line on plan attached hereto.

This Draft does not in any manner create any right, title, interest or liabilities amongst the parties

The said Unit No. ____ is bounded as under:

On or towards the east:

On or towards the west:

On or towards the north:

On or towards the south:

SIGNED AND DELIVERED BY THE WITHIN NAMED

1. Mr. VISHAL PANKAJKUMAR THAKKAR

*Please Affix
Photograph and
Sign across the
Photograph*

2. Mrs. BINABEN PANKAJKUMAR THAKKAR

*Please Affix
Photograph and
Sign across the
Photograph*

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee:

At Ahmedabad on _____

*Please Affix
Photograph and
Sign across the
Photograph*

In the presence of witnesses:-

1. Name : _____

Signature: _____

2. Name: _____

Signature: _____

This Draft does not in any manner create any right, title, interest or liabilities amongst the parties

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoters:

M/S. V.P.ASSOCIATE

Through its Partner Mr. Vishal Thakkar

In the presence of witnesses:-

Name : _____

Signature: _____

Name : _____

Signature: _____

Please Affix
Photograph and
Sign across the
Photograph

ANNEXURE-‘A’

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

ANNEXURE-‘B’

Floor Plan of the said Property

ANNEXURE-‘B’

(Specification and amenities for the said Property)

ANNEXURE-‘C’

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.

Mr._____

P.H.Parikh & Co.

Preliminary draft for discussion purpose only – 22-11-2018

This Draft does not in any manner create any right, title, interest or liabilities amongst the parties

On behalf of and For the Promoters