

Document No. _____

Date : _____



Agreement for Sale

Flat NO.

..... Floor

Tower - ...



EVERESTTM
We build dreams

Agreement For Sale

(RERA Reg. No PR/GJ/VADODARA/VADODARA/Others/MAA11997/220623)

This Agreement for Sale is executed on this ____ Day of _____ 2024 at Vadodara by and
Between

....., Age : ... years, Occupation :

PAN :, Aadhar No.

Residing at :

(Hereinafter referred to as the Party of the First Part or Purchaser which expression unless repugnant to context meaning thereof or deem to include the person, his legal heirs, nominees, administrators, etc.).

AND

Everest Construction Company, a partnership firm, (PAN : AAHFE6749F), Having office at A/501, Everest Experia, Vasna Bhayli Road, Bhayli, Vadodara, Gujarat – 391410 through its Authorized Partner Umesh Jitendra Dadhania, Age – Adult, Occupation – Business, Aadhar No. 993148083626

(Hereinafter referred to as the Party of the Second Part or Seller which expression unless repugnant to context or meaning thereof deem to include the company and its successors in interest).

WHEREAS, Rameshbhai Ambalal Patel, Rohitbhai Bhailalbhai Patel, Bhaveshbhai Rameshbhai Patel, Donilbhai Rameshbhai Patel & Deveshbhai Rameshbhai Patel has sold land Block No. 579, 580 & 583/ Paiki 2, R. S. No. 641 & 645, T.P. Scheme No. 5, and Final Plot No. 85/2 (Old Final Plot No. 85/1), Paiki admeasuring 4179 sq. met. and Northern side land admeasuring 1487 sq. met. of Final Plot No. 97, total land admeasuring 5666 sq.mt., situated at mouje village Bhayli, to the present seller i.e. Everest Construction Company, a Partnership firm by Registered Sale Deed dated 06/06/2022, which is registered at office of Sub Registrar, Vadodara vide Registration Entry no. 11467. Therefore the Seller is entitled to construct and sell the buildings on the project land;

WHEREAS the Seller is in ownership and possession of the land bearing Block No. 579, 580 & 583/ Paiki 2, R. S. No. 641 & 645, T.P. Scheme No. 5, and Final Plot No. 85/2 (Old Final Plot No. 85/1), Paiki admeasuring 4179 sq. met. and Northern side land admeasuring 1487 sq. met. of Final Plot No. 97, total land admeasuring 5666 sq.mt., situated at mouje village Bhayli, revenue district and sub-district Vadodara. (Herein after referred to as the "said Land")

Whereas, Permission for Non Agriculture use of aforesaid land was granted by the Collector, Vadodara, vide Order No. NA/S.R./1304/2017, No. Land-D/ Section – 65/Vashi/3582 to 3590/17, Dated: 09/06/2017.

Whereas, Permission for construction on aforesaid land was granted by the Vadodara Municipal Corporation Authority vide No. ward / 12, HB-99/2022-2023, dated 24/03/2023 and as per approved map and plan.

AND WHEREAS, said Project is residential Cum Commercial (Mix Project) Everest Axora project with infrastructural facilities like R.C.C. internal roads with adequate street lights & green plantation and Landscaped garden having 3 Tower and total 164 flats and 27 shops, having Basement + G.F + 14 Storied.

AND WHEREAS the Seller has registered the Project under the provisions of the Act with the Gujarat Real Estate Regulatory Authority, vide Registered No. PR / GJ / VADODARA / VADODARA / Others / MAA11997 / 220623; authenticated copy is attached in Annexure 'B';

AND WHEREAS by virtue of Registered Sale Deed in favor on the seller, the seller have sole and exclusive right to sell the Premises in the said building/s to be constructed by the Seller on the project land and to enter into Agreement/s with the Purchaser(s) of the Premises to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the purchaser, the seller has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Seller's Architects Modi Srivastava & Associates (Amit Srivastava) 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 Purchaser is satisfied in respect of the same;

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

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Seller 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 Purchaser.

AND WHEREAS the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the Purchaser has been annexed and marked as Annexure -A.

AND WHEREAS the Seller has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said 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 Seller 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 Seller has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser has applied to the Seller for allotment of a **Flat No. on floor in Tower ...** of the said **Everest Axora**,

AND WHEREAS the carpet area of the said Unit is sq. mt. and "carpet area" means the net usable floor area of a Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, 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 Purchaser has paid to the Seller a sum of **Rs. Rupees** Only being part payment of the sale consideration of the Premises agreed to be sold by the Seller to the Purchaser as advance payment or Application Fee as mentioned below (the payment and receipt whereof the Seller both hereby admit and acknowledge) and

the Purchaser has agreed to pay to the Seller the balance of the sale consideration in the manner herein after appearing.

Amount (in Rs.)	Date	Cheque No	Bank

AND WHEREAS, under section 13 of the said Act the Seller is required to execute a written Agreement for sale of said Premises with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, The Seller hereby agrees to sell and the Purchaser hereby agrees to purchase the Premises.

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

1. The Seller shall construct the said building/s consisting of Basement, Ground and Fourteen upper floors on the part project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Seller shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

(a) The Purchaser hereby agrees to purchase from the Seller and the Seller hereby agrees to sell to the Purchaser Flat No. on floor in Tower ... of carpet area admeasuring sq. mt. (hereinafter referred to as "the Premises") for the consideration of Rs. Only including 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.

(b) The Purchaser has paid on or before execution of this agreement a sum of Rs. Only (not exceeding 10% of the total consideration) as advance/part payment and hereby agrees to pay to that Seller the balance amount in the following manner:-

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

- ii. Amount of Rs. /-(Rupees) (not exceeding 45% of the total consideration) to be paid to the Seller on completion of the Plinth of the building in which the said Premises is located.
- iii. Amount of Rs. /-(Rupees) (not exceeding 70% of the total consideration) to be paid to the Seller on completion of the slabs of the building in which the said Premises is located.
- iv. Amount of Rs. /-(Rupees) (not exceeding 75% of the total consideration) to be paid to the Seller on completion of the walls, internal plaster, floorings doors and windows of the said Premises.
- v. Amount of Rs. /-(Rupees) (not exceeding 80% of the total consideration) to be paid to the Seller on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Premises.
- vi. Amount of Rs. /-(Rupees) (not exceeding 85% of the total consideration) to be paid to the Seller on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises is located.
- vii. Amount of Rs. /-(Rupees) (not exceeding 95% of the total consideration) to be paid to the Seller 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 Premises is located.
- viii. Balance Amount of Rs. /- on or before completion of project.

(c) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Seller by way of GST and Cess, Stamp Duty, Registration fees, etc or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Seller) up to the date of handing over the possession of the Premises, which shall be separately payable by the Purchaser in the manner as may be decided by the Seller.

(d) 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 Seller undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Seller shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

(e) The Seller may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 7.5% per annum for the period by which the

respective installment has been proponed. The provision for allowing rebate and such rate of rebate shallnot be subject to any revision/withdrawal, once granted to a Purchaser by the Seller.

(f) The Seller shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Seller. If there is any reduction in the carpet area within the defined limit then Seller shall refund the excess money paid by Purchaser within forty- five days with annual interest at the rate of 7.5%, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Seller shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause I(a) of this Agreement.

(g) The Purchaser authorizes the Seller to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Seller may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Seller to adjust his payments in any manner.

2.1 The Seller hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.

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

Similarly, the Purchaser 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 Seller as provided in clause I hereinabove.

It is agreed between the parties that the time is essence of this agreement and the Seller at its option is fully authorized to cancel this agreement and forfeit the sums received till then in case of any default is

made in aforesaid payment schedule or accept the sums delayed with an interest of 7.5 percent per annum for the period of delay and the administrative, security and protection charges at a rate of 7.5 percent per annum of the total consideration amount.

3. The Seller hereby declares that the Floor Space Index available as on date in respect of the part project land is 10198.80 Sq. mt. only and Seller has planned to utilize Floor Space Index of 20397.60 sq. mt. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Seller has disclosed the Floor Space Index of 20214.88 sq. mt. as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Purchaser based on the proposed construction and sale of Premises to be carried out by the Seller by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Seller only and The Promoter shall not have any claim over F.S.I., additional F.S.I and Terrace rights after building use permission / Occupation Certificate has been obtained. Such rights if any will be enclosed by the society of buyer.

4.1 If the Seller fails to abide by the time schedule for completing the project and handing over the Premises to the Purchaser, the Seller agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate of 7.5% per annum, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Seller, interest at the rate of 7.5% per annum, on all the delayed payment which become due and payable by the Purchaser to the Seller under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Seller.

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

Provided that, Seller shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser or mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in

respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Seller within the period of notice then at the end of such notice period, Seller shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Seller shall refund to the Purchaser (subject to adjustment of 20% of the amount paid and recovery of any agreed liquidated damages or any other amount i.e. 50,000/- as an administrative charges which may be payable to Seller) after same Premises shall be purchased by another customer.

In case of cancellation of this agreement on any account, the Purchaser will have no right or lien over the said Premises and any construction carried out thereupon and the Seller will have all liberty to deal with the same in any manner deemed fit by him without any reference to the Purchaser.

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 Seller at his/her/its option in the said building and the Premises as are set out in Annexure 'C', annexed hereto.

6. The Seller shall give possession of the Premises to the Purchaser on or before 31/12/2027. If the Seller fails or neglects to give possession of the Premises to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Purchaser shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Seller received the sum till the date the amounts and interest thereon is repaid.

Provided that the Seller shall be entitled to reasonable extension of time for giving delivery of Premises on the aforesaid date, if the completion of building in which the Premises is to be situated is delayed on account of-

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Seller, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Premises, to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Seller shall give possession of the Premises to the Purchaser. The Seller agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Seller. The Purchaser agree(s) to pay the maintenance charges as determined by the Seller or association of Purchasers, as the case may be. The

Seller on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchaser shall take possession of the Premises within 15 days of the written notice from the Seller to the Purchaser intimating that the said Premises are ready for use and occupancy:

7.3 Failure of Purchaser to take Possession of Premises: Upon receiving a written intimation from the Seller as per clause 7.1, the Purchaser shall take possession of the Premises from the Seller by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Seller shall give possession of the Premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Premises to the Purchaser, the Purchaser brings to the notice of the Seller any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Seller at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Seller, compensation for such defect in the manner as provided under the Act. Provided that the Seller shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Seller or beyond the control of the Seller.

8. The Purchaser shall use the Premises or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Purchaser along with other Purchaser(s) of Premises in the building shall join in forming and registering the Society or Association to be known by such name as the Seller may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Seller within seven days of the same being forwarded by the Seller to the Purchaser, so as to enable the Seller to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The ad hoc Society Maintenance deposit is mutually finalized **Rs. 300000/-** which is addition to the consideration value of the Premises and will be paid on or before execution of Sale Deed.

Purchaser must take possession of the Premises within 15 days from written notice &/or intimation that the said Premises is ready for use and occupancy. In case the Purchaser fails to take possession within the time, such Purchaser shall continue to be liable to pay maintenance charges & any other duties/taxes as applicable.

All the rules of the Association/Society/co-operative society will be bound to each member and to be followed mandatory. The amounts so paid by the Purchaser to developers shall not carry any interest and remain with the Developer until the same is transferred to the society or the association as aforesaid.

10. Over and above the amounts mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said premises shall pay to the Seller such proportionate share of the outgoings as may be determined by the Seller and which are not covered in any other provisions of this agreement.

11. The Purchaser shall pay to the Seller additional amount for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Seller in connection with formation of the said Society, or Apex Body 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, the Purchaser shall pay to the Seller, the Purchasers' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document in respect of the structure of the said Building /wing of the building.

13. REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby represents and warrants to the Purchaser as follows:

- i. The Seller has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and as the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Seller has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Seller has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Seller has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Seller has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Premises which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Seller confirms that the Seller is not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchaser the Seller shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;
- x. The Seller has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Seller in respect of the project land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Premises at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Premises 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 Premises 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 Premises is situated, including entrances of the building in which the Premises is situated and in case any damage is caused to the building in which the Premises is situated or the Premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Seller to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises 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 Purchaser committing any act in contravention of the above provision, the Purchaser 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 Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises 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 Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Premises without the prior written permission of the Seller 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 Premises 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 Premises in the compound or any portion of the project land and the building in which the Premises is situated.
- vii. Pay to the Seller within fifteen days of demand by the Seller, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Premises 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 Premises by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Seller under this Agreement are fully paid up.
- x. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions let down by the Society/Apex Body regarding the occupancy and use of the Premises 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 Purchaser shall permit the Seller and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. The Purchaser shall permit the Seller and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. It is also agreed by the purchaser, that visitors parking of 164 flat is inside gate and visitor parking for shops are separate outside shops and Flats arrangement will be separate after possession with mutual understanding of all members.

15. The Seller shall maintain a separate account in respect of sums received by the Seller from the Purchaser as deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

17. SELLER SHALL NOT MORTGAGE OR CREATE ACHARGE

After the Seller executes this Agreement he shall not mortgage or create a charge on the Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Premises.

18. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Seller does not create a binding obligation on the part of the Seller or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Seller. If the Purchaser(s) fails to execute and deliver to the Seller this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Seller, then the Seller shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums

deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and 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 Premises, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER

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 Purchaser of the Premises, in case of a transfer, as the said obligations go along with the Premises 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 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.

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Premises to the total carpet area of all the Premises 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 of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Seller through its authorized signatory at the Seller's Office, or at some other place, which may be mutually agreed between the Seller and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Seller or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Vadodara.

26. The Purchaser and/or Seller 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 Seller will attend such office and admit execution thereof.

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

Purchaser :
Residing at :
E-mail Id :

Seller : Everest Construction Company
Address : A 501, Everest Experia, Vasna Bhayli Road, Bhayli, Vadodara.
E-mail Id : info@everestconstruction.co.in

It shall be the duty of the Purchaser and the Seller to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Seller or the Purchaser, as the case may be.

28. JOINTPURCHASERS

That in case there are Joint Purchasers, all communications shall be sent by the Seller to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser.

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

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

31. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement. The jurisdiction for the purposes of this agreement will be restricted to Vadodara courts only and all the parties waive their rights to sue the other party in any other courts.

SCHEDULE 'A'
(Description of Property)

An Immovable property bearing Flat NO., admeasuring sq. mt. carpet area, having balcony and wash area of sq. mt. and built up area is sq. mt. on NINTH Floor of Tower - B of project know as "Everest Axora", along with sq. mt. proportionate undivided share of common land, road and common plot, situated at land bearing Block No. 579, 580 & 583/ Paiki 2, R. S. No. 641 & 645, T.P. Scheme No. 5, and Final Plot No. 85/2 (Old Final Plot No. 85/1), Paiki admeasuring 4179 sq. met. and Northern side land admeasuring 1487 sq. met. of Final Plot No. 97, total land admeasuring 5666 sq.mt., situated at Mouje village Bhayli and boundaries of the said Flat/Shop is as under

On or towards East :
On or towards West :
On or towards North :
On or towards South :

After reading, understanding and in confirmation of the execution of the aforesaid, all the parties have put their respective seals (if any) and signatures hereunder in presence of witnesses on the date and place mentioned at the beginning of this agreement and which are binding to both the parties and their legal heirs, nominees, assignees, executors etc.

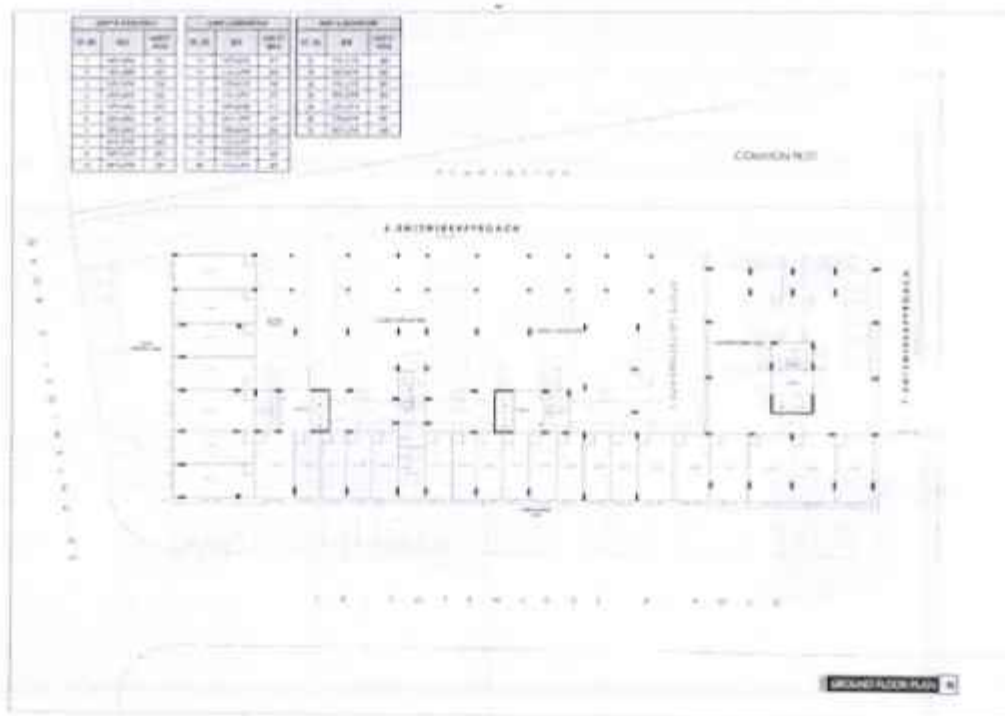
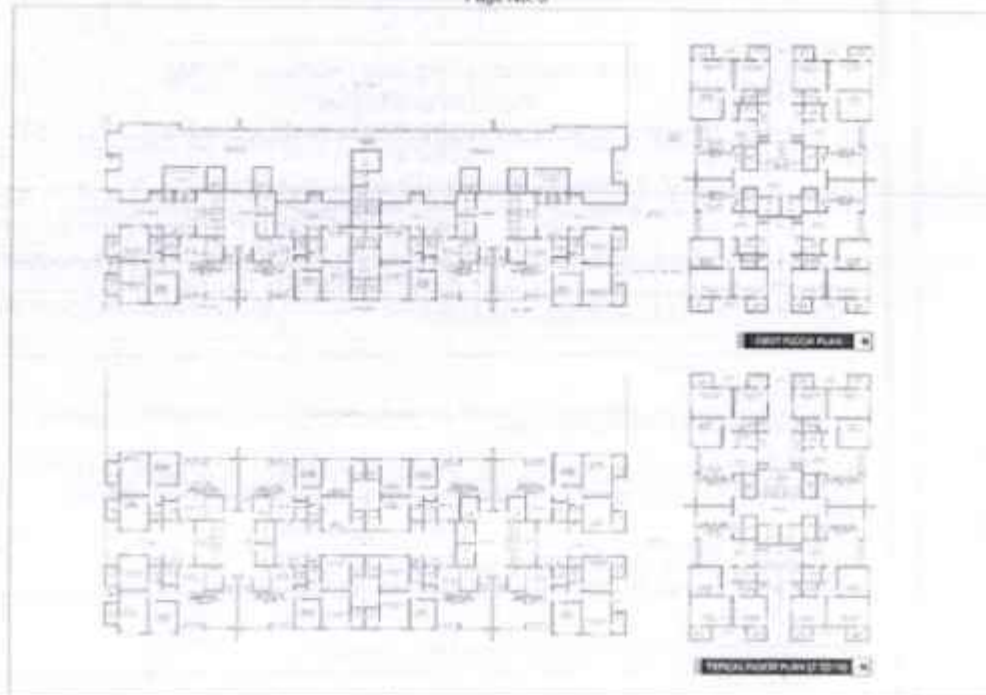
Signed Sealed and Delivered
By and within the name of Seller

Everest Construction Company,
a partnership firm
through its Authorized Partner
Umesh Dadhania

In presence of : 1. _____

2. _____

ANNEXURE -A
Floor Plan of Property
Page 19A of 21



ANNEXURE -B
RERA Certificate



Gujarat Real Estate Regulatory Authority (RERA)

Government of Gujarat

Website: gujrerar1.gujarat.gov.in, Email: inforera@gujarat.gov.in

FORM - C

REGISTRATION CERTIFICATE OF PROJECT

[The Gujarat Real Estate (Regulation and Development) (Central) Rules, 2017. See Rule 8(1) "said rules"]

1. This registration is granted under section 5 of the Real Estate (Regulation & Development) Act, 2016 "said act" to the following Project under project registration number :-

PR/GJ/VADODARA/VADODARA/OTHERS/MAA11987/220623

Project Name & Address :-

EVEREST ANTARA

Block No. 579, 580, 583 paki 2 (Old Revenue Survey No. 641 and 645), F.P. No. 852 and 87, T.P. No. 05, Nr. 75 Mtr. Ring Road, 30 Mtr. Gunpharma Road, Vadodara, Vadodara, Gujarat

Remarks: TP: Revenue Village: 5 (SHAYLI) - BL - SAMYALA; FP: Survey No - 852, STP: BLOCK NO - 579, 580, 583, C.B. NO. - NA579, NA580, NA583, SHEET NO. - NARS MOJE - SHAYLI, TA - VADODARA, DIST - VADODARA, SP/Plot No. - Block - A-B-C. "Allotment has been submitted for providing drainage & sewerage disposal system as per OGDCL/NSC before BU permission by promoter."

Promoter Name & Address :-

EVEREST CONSTRUCTION COMPANY Partnership Firm

A-501, Sumeri Exports Bldg, Bopal C.B.E.E. Scheme, Vardol Bhavai Road, Vadodara, Gujarat-390015

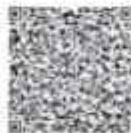
2. This registration is granted subject to the following conditions, namely :-

- The promoter shall enter into an agreement for sale with the allottees as prescribed in said rules as per "Annexure A" by the Government of Gujarat.
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment, plot or building, as the case may be, or the common areas as per section 17 of the said act.
- The promoter shall deposit seventy percent of the amounts realized by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) or clause (d) of sub-section (2) of section 4 of the said act.
- The registration shall be valid till Dt. 31/12/2027 unless renewed by the Real Estate Regulatory Authority in accordance with section 6 of the said act read with rule 7 of the said rules made thereunder.
- The promoter shall comply with the provisions of the said act and the said rules and regulations made thereunder.
- The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project.
- All advertisements for this project must mention RERA registration number and GujRERA website www.gujrerar1.gujarat.gov.in. The font size for the same should not be less than that of the contact details of the project.

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the said act and the said rules and regulations made thereunder.

Date: 22/06/2023

Place: Gandhinagar



Validity unknown

Stamp: 22/06/2023 11:41:11
Person: 100% Signature: 100%
Location: Gandhinagar

Signature and Seal of the Secretary
Gujarat Real Estate Regulatory Authority

ANNEXURE – C SPECIFICATION

STRUCTURE

- Earthquake Resistant RCC Frame Structure With AAC Block Masonry Walls.
- Elegant Elevation And Facade.

KITCHEN

- Premium Granite Surface Stone or Luxury Full Body Tiles with Quartz Sink
- Premium wall tiles up to Slab level.

FLOORING

- Premium Quality tiles

BATHROOMS

- To Ceramic and sanitary fixtures from premium Brand with ISI Standard
- Premium Tiles on Floor up to Lintel level.
- Electrical Points for Geyser.
- Chemical Base Waterproofing

DOORS

- Attractive Entrance Wooden Doors Height 8' R with Safety Lock and Laminated Door In Utility Area Only.

SPECIFICATION FOR FLATS

- Decorative 2 Side Main Gates With Security Cabin One Gate at 30 Mtr Road side & Other One gate at 12 Mtr Roadside.
- Allotted a Car Parking Space with Mechanical Lift Provision.
- EV Charging Point in Common area only.
- Anti Termite Treatment in Each Flat.
- Centrally Located R.O. Water Purifier System and Water Softener System.
- Tuffen Glass Railings in Balcony.
- Separated Car Parking Space for Visitors.
- Two Lifts in Each Tower one Lift is a Passenger Lift & Other One is Stretcher Lift goes up to Terrace Floor.
- C.C.T.V Camera for Security in Premises.
- Street Light in common area.
- Underground & Overhead Water tank with Sensor.
- Power Backup For Common Utility
- Solar Panel for Common Lightings.
- Attractive Name Plate and Letter Box.
- Rain water Harvesting.

WINDOW

- Domal Window Series with Mosquito Net.

ELECTRIFICATION

- Concealed Copper ISI Standard Wiring for Three Phase Electric Connection.
- Conveniently Placed Modular Switch Boards with Sufficient 15A & 5A Sockets, Switches and Regulators from Premium Brands.
- TV Point in Living & Master Bedroom.

PLUMBING

- Suspend Plumbing Premium Quality with ISI Standard.

PAINT & FINISH

INTERIOR - Smooth Plaster with Birla Putty.

EXTERIOR - Double Coat Plaster with Weather Shield Paints and Texture.

TERRACE

- Open Terrace Finished with Water Proofing & China Mosaic Tiles

SPECIFICATION FOR SHOPS

- Sufficient Car Parking For shop Owner and Visitors, Common Toilet Block for Shops.
- Anti Termite Treatment In Each Shop.
- Drain & Water Inlet Provision.

• Standard Make M.S. Rolling Shutters for Each Shop

