

AGREEMENT TO SALE

This AGREEMENT TO SALE is executed today on dt.: - -2022 by:

The Writers/Landowners/(Party of First Part) of Agreement:

Yash Realty a partnership firm through its managing partner **Jitendra Chhaganlal Doshi**, Aged ____ years, Occupation: Business, residing at TF-394, Broadway Pride, Nr. Priya Talkies, TP-2, 30 Mtr. Dandia Bazar Bhayli Road, Sevasi, Vadodara-391101. Pan Card of the Partnership Firm is **PAN No. AACFY9114H**. (who hereinafter shall be referred to as Writers/Landowners in the present Agreement which words would mean and include the partnership firm itself and all present partners of the Partnership Firm from time to time and their heirs, successors, assignees, executors, administrators) being Party of First Part.

AND

Confirming/Consenting Party/Developers/Promoter (Party of Second Part):

AMBICA INC, a partnership firm through its managing partner **Sanjaykumar Jamnadas Dharsandia**, Aged 52 years, Occupation: Business, address of partnership firm: _____, Vadodara. Pan Card of the Partnership Firm is **PAN NO. ABZFA8050E**. (who hereinafter shall be referred to as Confirming/Consenting Party/Developers/Promoter in the present Agreement which words would mean and include the partnership firm itself and all present partners of the Partnership Firm from time to time and their heirs, successors, assignees, executors, administrators) being Party of Second Part.

AND

Purchaser-s/Recipient-s of this Agreement (Party of Third Part)

_____, (PAN NO. _____), aged ____ years, Occupation: _____, residing _____ (who hereinafter in the present AGREEMENT TO SALE shall be referred to as Purchaser/s/Recipient/s/Allottees/ of schedule property, which words would mean and includes Purchaser/s /Recipient/s/Allottees himself /herself/themselves and his/her/ their heirs, successors, assignees, executors, administrators) being Party of Third Part.

That the non-agricultural land admeasuring 0-58-68 Hec-Are-Sq.mtrs. of Block/S. No. 266, Old S. No. 320/2, Khata No. 295 situated in the sim of village Bhayli, Reg. District Vadodara, Sub-District Vadodara is belonging to joint ownership, enjoyment-possession of the Party of the First Part. Upon inclusion of this land in T. P. Scheme No.

3 (Bhayli No. 3), the O. P. No. 71 and Final Plot No. 73 has been allotted. As per said Final Plot No. 73, the measurement of the said lands is 4,125 sq.mtrs.

The Party of the First Part herein have full right and authority to make its use, enjoyment, management as per own desire. By virtue of said right and authority, in respect of the said land, the Party of the First Part has executed Development Agreement in favour of the Party of the Second Part. Thus, as the Development Agreement has been executed by the Party of the First Part in favour of Party of Second Part vide Regn. No. ____ dt. ____-11-2022, they have been joined as Consenting/Confirming Party in the present Agreement to Sale. Further, as per said agreement, the Party of the First Part has received sale consideration towards land belonging to our ownership from the Party of the Second Part.

And whereas, the permission for making use, usage and utilization for non-agriculture purpose for the said land has been granted by the Collector, Vadodara, vide his order No. NA/SR/390/2016-17 No. Jamin-D/Kalam-65/Vashi/4531 to 4538/16 dt. 05-08-2016. Thereafter, necessary permission for making construction over the said land has been granted by the Vadodara Mahanagar Palika, vide Permission/Rajachithhi No. Ward-10/HB-4/2022-2023 dt. 22-04-2022 and new permission for making construction over the said land has been granted by the Vadodara Mahanagar Palika, vide Permission/Rajachithhi No. Ward-10 (New)/HB-56/2022-2023 dt. 12-10-2022. The entire expenses in this regard has been borne by the Party of the Second Part. On the basis of said Rajachithhi/Permissions, the residential scheme named as **“KISHAN ANTILIA”** has been organized on the schedule land by the Party of the Second Part and the said name is to be kept permanent.

And whereas, the said scheme is registered under provisions of Real Estate (Regulation and Development) Act, 2016. It is given registration No. **PR/GJ/VADODARA/VADODARA/ Others/_____ on dt. _____.**

And whereas, the plans have been approved subject to rules of the local self government at present in the aforesaid land by the Party of the Second Part. It is declared by the Party of the Second Part herein that as per GDCR from time to time and subject to changes made in the same, we shall keep the plans updated. Therefore, the plans will be revised and construction made in such manner by getting them approved before the competent authority that no any damage will be caused in future in respect of unit/property agreed to be sold to the Party of the Third Part. The same information has been provided by the Party of the Second Part to the Party of the Third Part and considering the said fact in mind, the Party of the Third Part has decided to purchase the said property/unit for which Party of the Third Part has consented.

And whereas, as per plans sanctioned over the said land, the residential scheme titled as **“KISHAN ANTILIA”** has been organized, for which the maps, sketches prepared by Architect Shri _____ (Prop. of _____) of the Party of the Second Part and detailed descriptions and the rules and regulations framed under the Real Estate (Regulation and Development) Act, 2016 and other documents were given to you the Party of the Third Part for purpose of inspection and all these maps, sketches and details, descriptions and rules and regulation, etc. framed under the Real Estate (Regulation and Development) Act, 2016 have been got examined from your advocate and architect. Upon getting satisfaction in this regard by the Party of the Second Part, after thinking and understanding the same, the Party of the Third Part has decided to purchase the property of **Flat No. ____ on ____ Floor of Tower-____** situated in the said scheme titled as **“KISHAN ANTILIA”** from Party of the Second Part at a price of **Rs. _____/- in words Rs. _____ only.** The said full amount of sale

consideration is to be paid by the Party of the Third Part to and in favour of the Party of the Second Part herein who has been joined as a Confirming/Consenting Party in the present deed as per agreement made in its favour since the consideration amount in respect of land belonging to the joint ownership, enjoyment and possession of the Party of the First Part has been received. Therefore, there is a consent of the Party of the First Part if the total and full amount of sale consideration of the said property is paid by the Party of the Third Part to the Party of the Second Part and is acceptable and agreeable to Party of the First Part herein. The measurement of the said **Flat No. _____** and area of proportionate land of roads, common plot and the measurement of carpet area of the construction made/proposed is enclosed in the schedule hereto attached. The measurement method has been fully convinced by the Party of the Second Part to the Party of the Third Part and by accepting and admitting the same decided to purchase the said property of **Flat No. _____**. Therefore, the Party of the Third Part does not have any objection or dispute with respect to the calculation method of carpet area and if made later then it will be treated cancelled vide present agreement. The description of the property decided to be purchased by the Party of the Third Part is given in the schedule hereto.

And whereas, as per conditions mentioned in this agreement and as per understanding made between all parties, the property of **Flat No. _____** in the scheme “**KISHAN ANTILIA**” organized by the Party of the Second Part has been agreed to be sold by the Party of the First Part and Party of the Second Part to you the Party of the Third Part and you the Party of the Third Part has agreed to purchase the same. Therefore, the following agreement has been made between parties hereto.

Conditions:

1. On the land owned, possessed and enjoyment of the Party of the First Part, as per plan sanctioned by Vadodara Mahanagar Palika the Party of the Second Part has organized **Flats**.
- 1(A/1) In the said scheme titled as “**KISHAN ANTILIA**”, the property of **Flat No. _____** is situated, its detailed description is given in the schedule hereto. The Party of the Third Part has agreed to purchase the said property at an adhoc price of **Rs. _____/- in words Rs. _____ only** and the Party of the Second Part has agreed to sell. In which the common area and facilities /amenities which are allied to the premises, the full information of such common area, its nature, scope and description, etc. has been given by the Party of the Second Part to you the Party of the Third Part and upon satisfying by said information, you the Party of the Third Part has agreed to purchase the schedule property from the Writers herein.
 - (A/2) The Party of Third Part who has agreed to purchase the schedule property, the carpet area of said property **admeasuring _____ sq.mtrs.**
 - (A/3) The party of the Third Part hereby agreed to purchase the property form party of the Second Part wherein Wash area admeasuring **_____ sq.mtrs.**
 - (A/4) The party of the Third Part hereby agreed to purchase the property form party of the Second Part wherein Balcony area admeasuring **_____ sq.mtrs.**
 - (A/5) The party of the Third Part hereby agreed to purchase the property form party of the Second Part wherein open area of the terrace admeasuring **_____ sq.mtrs.**
- 1.(B) The Party of the Third Part/Allottees has paid booking amount of **Rs. _____/- in words Rupees _____ only** at the time of execution of agreement or prior to that.

Amount	Date	Cheque No.	Name of Bank
Rs.	/-	In Words Rupees	only.

You the Party of the Third Part shall have to pay total amount of sale consideration to the Party of the Second Part within the project timeframe as per percentage shown in the following formula.

- a) At the time of making booking of the property, such amount which is not more than 10 % of total sale consideration be paid to you Party of the Second Part.
- b) When AGREEMENT TO SALE of the property agreed to be purchased is executed, at that time the Party of the Third Part shall have to pay such amount which is not more then 30 % of total sale consideration within 7-days to the Party of the Second Part.
- c) When R.C.C. construction of the property agreed to be purchased is completed up to plinth level, at that time the amount which should not be more then 45 % of total sale consideration within 7-days be paid by you Party of the Third Part to the Party of the Second Part herein.
- d) When slab construction of the property agreed to be purchased is completed, at that time the amount which should not be more then 70 % of total sale consideration be paid within 7-days by you Party of the Third Part to the Party of the Second Part herein.
- e) When brickwork, plasterwork & lift well work of the property agreed to be purchased is completed, at that time the amount which should not be more then 75 % of total sale consideration be paid within 7-days by you Party of the Third Part to the Party of the Second Part herein.
- f) When waterproofing, plumbing, sanitary fitting, flooring and staircase work of the property agreed to be purchased is completed, at that time, the amount which should not be more then 85 % of total sale consideration be paid within 7-days by you Party of Third Part to the Party of the Second Part herein.
- g) When the door, windows & electrical fitting installation work of the property agreed to be purchased is completed, at that time, the amount which should not be more then 90 % of total sale consideration be paid within 7-days by you, the Party of the Third Part to the Party of the Second Part herein.
- h) When the elevation & tower lift work of the property agreed to be purchased is completed, at that time, the amount which should not be more then 95 % of total sale consideration be paid within 7-days by you, the Party of the Third Part to the Party of the Second Part herein.
- i) Amount which is not more than 100 % of total sale consideration be paid before one month of the Sale Deed in respect of property agreed to be purchased by you the Party of the Third Part to the Party of the Second Part herein.

Subject to realization of cheque (in case of PDC)

(Over and above the basic price, the Purchaser(s) has/have to bear/pay other costs, viz. GST, Maintenance Deposit, MGVCL Charges, Document Charges, Stamp Duty, Registration Fees, and Charges for the Mutation in Revenue Record/Property Card etc. Like-wise, the Purchaser(s) has/have paid cost of extra work, if any, as determined & agreed upon.)

- 1(C) The land revenue of the property till the date of handing over possession has been paid by the Writer herein. In the above mentioned price, Panchayat taxes and/or Municipal taxes, VAT, GST, Service Tax, TDS, Cess, betterment charges,

drainage charges, water connection charges, document charges, stamp duty, registration fee, advocate fee, legal file charge, society formation charge, all charges of electric connection, such as meter charge and deposit, transformer, cable and electrical contract, etc. charges and all other taxes which are applicable at present and likely to apply in future, etc. all such taxes/dues are not included. Therefore, all such taxes and charges and all aforesaid expenses shall have to be paid separately within 7-days by the Party of Third Part upon receipt of demand from the Party of the Second Part.

OR

- 1(C) The total price as stated above excludes maintenance deposit, maintenance expenses, development charges, stamp duty expenses, registration fees and taxes (consisting of tax paid or payable by the Owner / Promoter by way of GST 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 Owner / 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 Owner / Promoter.
- 1(D) In the aforesaid price, the Party of the Second Part has not to make increase of any nature. However, if any increase is made in the development charges or any type of expenses applicable at present by the Government or Vadodara Mahanagar Palika/Vadodara Municipal Corporation because of which the incidence arises to make increase in the price of said property, then in such circumstances, while making demand for further amount by the Party of the Second Part from the Party of the Third Part, the copy of such notification/circular/order/rule/Regulation so published by the Government or Vadodara Mahanagar Palika/Vadodara Municipal Corporation shall have to enclosed along with the demand letter.
- 1(E) If the Party of the Third Part makes earlier payment of sale consideration before the prescribed time limit then the Party of the Second Part with its full discretion/power, shall give rebate to the Party of the Third Part at the rate of MCLR + 2% for limitation of such period, on the amount paid earlier and the Party of the Second Part shall never call back such amount of rebate. Whether to accept such amount earlier or not, the power to take decision in that regard shall remain with the Party of the Second Part. Review of provision whether to give such rebate and fixing its rate cannot be made.
- 1.(F) In the scheme titled as “**KISHAN ANTILIA**” as per plans sanctioned by Vadodara Mahanagar Palika/Vadodara Municipal Corporation in the carpet area of the said property of **Flat No. ____** any change up to limit of 3% has been made, then after completion of construction and after receiving Certificate for Use from Vadodara Mahanagar Palika/Vadodara Municipal Corporation, by submitting the details of carpet area by the Party of the Second Part, the intimation of last carpet area shall have to be conveyed to the Party of the Third Part and re-calculation of total price of the carpet area shall have to be done and the reduction made in the carpet area is within prescribed limit then the reduction to the extent of reduced area shall have to be made in the total agreed sale consideration and from the amount of sale consideration paid by the Party of the Third Part, from the amount of sale consideration received by the Party of the Second Part, since that date the amount to the extent of reduced area, from such date along with annual interest of MCLR + 2 % shall have to be refunded to the Party of the Third Part within a time limit of 45 days. Same way, if increase takes place in the carpet area then the

amount for the additional area shall have to be paid by the Party of the Third Part to the Party of the Second Part, within a time limit of 45 days. All these financial arrangements shall be made at equal rate per Sq. Mt. as per understanding made in Con. No.1.(A/2) of this Agreement.

- 1.(G) From entire amount due and receivable by the Party of the Second Part from the Party of the Third Part, firstly which amount to be taken in credit and under which head it should be taken, the full power in this regard is given by the Party of the Third Part to the Party of the Second Part and in such adjustment of the Party of the Second Part, the Party of the Third Part has not to raise any objection or dispute.
2. The time limit is very much important for both parties. Upon completing the said scheme titled as “**KISHAN ANTILIA**” in said time limit, the Party of the Second Part has to obtain BU Certificate and to hand over timely possession of the schedule property to the Party of the Third Part. Further, timely possession of the common facilities/amenities shall have to be handed over to the Association of the Third Part.

In the same manner, the Party of the Third Part shall have to make payment of sale consideration amount as per agreed payment plan per Con. No. 1(B) and other dues, charges, etc. within a prescribed time limit. Further, shall have to shoulder other responsibilities under the present agreement.

- 3.1 The area/measurement of the land under the said scheme named as “**KISHAN ANTILIA**” is as mentioned in the Village Form No.7/12, the plans have been sanctioned by Vadodara Mahanagar Palika/Vadodara Municipal Corporation as per said area. So except aforesaid area, any additional space becomes available in the T.P. Scheme, then the Party of the Writers shall be entitled to get the said space.
- 3.2 The Party of the Second Part/Promoter therefore declares that in context of project land the available floor space up till date, the total entitled receivable FSI comes to **11137.50**Sq.mtrs. as per Rajchithhi granted by Vadodara Mahanagar Palika/Vadodara Municipal Corporation, from which the Promoter/Party of Second Part has used/consumed the F.S.I. of **11121.90**Sq.mtrs. and upon paying the premium in respect of available FSI by the Party of the Second Part, **11121.90** Sq.mtrs. FSI received has been used or has framed the scheme of making development. The proposed Floor Space Index being taken in use in the said project on the project land has been declared/pronounced by the Promoter/Party of the Second Part. By making use of the proposed FSI in the project on the scheme land by the Party of the Second Part/Promoter, the sale of schedule property will be made to the Allottees.
- 4.1 The Writers do hereby give undertaking and bound that the quiet, vacant and physical possession of the schedule property agreed to be sold shall be handed over at the time of execution of final sale deed i.e. up to 31/12/2030 or before that time. However, if the Writers/Party of the Second Part fails to complete the said scheme titled as “**KISHAN ANTILIA**” and hand over possession of property of Third Part within time limit then if the Party of the Third Part intends to get withdraw from the said scheme and on the amount paid by such purchaser i.e. the Party of the Third Part to the Party of the Second Part, for the duration from the date of causing delay in handing over possession by the Party of the Second Part till the possession is not handed over to the Party of Third Part, the interest amount at annual MCLR + 2% rate shall have to be paid and in the same way, if the Party of the Third Part fails to pay the amount of sale consideration to the Party of the Second Part then

the time for which delay has taken place in making payment, the annual interest for such time period at the rate of MCLR + 2 % shall have to be paid by Party of the Third Part to the Party of the Second Part. All parties are in agreement for the aforesaid condition.

- 4.2. As stated in this agreement, if the Party of the Third Part commits default in paying any due amount by him/ her/ their and amount of any installment payable by the Party of the Third Part to the Party of the Second Part within prescribed time limit, at that time in respect of amount of concerned installment, the Party of the Third Part has and shall have to pay annual interest of MCLR + 2% towards damages to the Party of the Second Part on the amount of such installment. Moreover, the Party of the Third Part commits default in payment of installments for three times then the said agreement executed by the Party of the First Part and Party of Second Part in favour of Party of the Third Part shall be treated cancelled automatically and you the Party of the Third Part shall not have any right or power to purchase the said schedule property. In then in reference to Col.4.1 of this Agreement, without prejudice to the right of the Party of the First Part to recover interest and if the Party of the Second Part commits default in making payment of installments for three times then the Party of the First Part shall have option to bring an end of this agreement. At that time out of the amount paid by the Party of the Third Part to the Party of the Second Part, on cancellation of the said agreement, only 75 % amount shall be returned back within 30 days or at the time when the schedule property is sold by the Party of the Third Part to any third person, from amount paid to the Party of the Second Part by the third person or purchaser of the said property, from whatever amount that was paid by the Party of the Third Part to the Party of the Second Part, after deducting the amount of damages and expenses suffered by the Party of the Second Part, the remaining amount shall have to be returned/refunded by the Party of the Second Part to the Party of the Third Part. Further, in the schedule property the construction with whatsoever additions/alterations has been made on the say of the Party of the Third Part and whatever expenses and damages have been incurred, the said amount is and shall have to be deducted from the amount paid by the Party of the Third Part and the amount after deducting the amount of expenses and damages shall be returned by the Party of the Second Part to the Party of the Third Part. Further in the above mentioned both options in respect of payment of amount, which option to be chosen is to be decided by the Party of the Second Part and in this regard, the Party of the Third Part has agreed/consented and thereafter only the present Agreement has been written by the Writer in favour of Party of the Third Part herein.

In case the Purchaser(s)/Wish(es) to cancel the booking/allotment of the Apartment for any reason whatsoever, Cancellation Charges of 1.5 % of the basic Apartment cost will be charged/forfeited by the Seller. Thereafter, the balance of payments received until then from the Purchaser(s) and/ or financier/bank will be refunded back without interest after the Apartment is re-booked/sold, and payments thereof received (new booking). GST paid/payable (including GST directly paid/payable by the Seller from In-put Credit) will not be refunded by the Seller.

5. In the said property, the Party of the Second Part has by own option provided full information about flooring, sanitary fittings, electrical fittings and all types of amenities, etc. to the Party of the Third Part by the Party of Second Part and upon

satisfying with the said information, the Party of the Third Part has decided to purchase the schedule property from the Party of the Second Part herein.

6. The Party of the Second Part has to hand over the possession of the schedule property agreed to be sold to the Party of the Third Part within a period of one month after execution of Sale Deed, and accept it upon remaining present personally by the Party of the Third Part compulsorily at the site.

However, if the delay takes place in completing construction for the following reasons, then it should be constructed that automatic increase in the time limit of handing over possession by the Party of the Second Part has been made, which is an important condition of the said AGREEMENT TO SALE.

- a) War, internal disturbance, violence, or act of God such as flood, earthquake, cyclone, heavy downpour, etc.
- b) High pandemic, outbreak of diseases, etc.
- c) Formalities of complying with any notice of the court, order, direction, notification, notice, etc. of the Hon'ble Government, other public or competent authority, Vadodara Mahanagar Palika/Vadodara Municipal Corporation.
- d) For such reasons which are not in control of the Party of the Second Part, due to (delay) delivery of materials used in the construction work.
- e) Despite having Title Clearance Report, any dispute arises in respect of ground land or any dispute is raised by the third person and because of which the delay is caused in making construction.
- f) Due to reasons of strike, etc. of any industry or union relating to construction business.
- g) By any person at the instance of the Party of the Third Part or any one else due to malafide lodging of any false complaint circumstances and situation arising to stopping the construction.

For the said reasons if delay takes place in handing over the possession in the said scheme titled as “**KISHAN ANTILIA**” then the Party of the Second Part can make application to the concerned authority to extend the time limit of Completion of scheme, in such circumstances, the Party of the Third Part shall not be entitled to demand the prescribed amount of interest.

- 7.1. **Procedure of taking over possession:** The Party of the Second Part gets the BU Certificate from the competent authority in respect of the scheme titled as “**KISHAN ANTILIA**” and the Party of the Third Part makes entire payment to the Party of the Second Part as stated in the agreement thereafter only, the Party of the Second Part shall have to give a written notice to the Party of the Third Part has to get the sale deed executed and obtain the possession of the schedule property within a period of 30 days and accordingly upon executing Sale Deed by the Party of the Second Part and/or Con. Party to the Party of the Third Part, the possession of the property shall have to be handed over. If the Party of the Third Part fails to provide and give any of his/her/their evidences, like PAN Card, identify card, photographs, etc. to the Party of the Second Part and the Party of the Third Part fails to provide the documents, any provisions, formalities, evidences then the Party of the Third Part gives assurance and trust to reimburse damages to the Party of Second Part and the Party of the Third Part bounds to reimburse such damage. The Party of the Third Part has consented/agreed to pay amount of maintenance charge as well as other charges as may be decided by the Party of the Second Part or Society.

- 7.2 The BUC has been received and the property is ready for use. Within 30 days time upon receipt of such a written notice to receive possession from the Party of the Second Part, the Party of the Third Part shall have to obtain the possession of schedule property from the Party of the Second Part.

In any circumstances the entire internal work of the property agreed to be sold has been completed and the time is likely to pass in getting the BU Certificate and the Party of the Third Part for the reason of own safety/security or personal reasons such as for obtaining loan, getting CC, getting mortgage loan or for the purpose of capital gain tax, etc. or for any other reasons intends to take over possession then in such circumstances, the Party of the Second Part upon receiving entire amount of sale consideration and on accepting the demand of the Party of the Third Part, the registered Sale Deed shall have to be executed in favour of the Party of the Third Part and accordingly the possession shall have to be handed over.

- 7.3 **Failure of the Party of the Third Part/Allottees to take over possession of the Property:** Upon giving written intimation by the Party of the Second Part as per Con. No.7.1, upon getting Sale Deed executed by the Party of the Third Part and giving other indemnity and undertakings, the Party of the Third Part shall have to take over possession of the property. For any reasons, as stated in Con. No.7.1, the Party of the Third Part fails to get the possession and does not accept the possession of the property then also the Party of the Third Part is and shall be entirely responsible to pay entire amount including maintenance money for the property. Upon making payment of remaining sale consideration within 30 days from the receipt of notice by the Party of the Third Part if the Party of the Third Part fails to take over possession, in such circumstances, the Party of the Second Part can cancel the present AGREEMENT TO SALE and can sell the subject property to any third person. Thereafter, upon receipt of its sale consideration, after deducting amount of damage incurred by the Party of the Second Part from payments made by Party of the Third Part, the remaining amount shall have to be returned/refunded by the Party of the Second Part to the Party of the Third Part. Interest of any nature on the said amount can be demanded by the Party of the Third Part from the Party of the Second Part for which the Party of the Third Part has consented.

- 7.4 During the course of 5 years from the date of handing over possession of the property sold to the Party of the Third Part, in whatever works have been carried out by the Party of the Second Part in the property, in which any structural defect/deficiency or quality of workmanship and work skill or any defect relating to providing service is brought to the notice by the Party of the Third Part to the Party of Second Part and if the said defect has not arisen due to Party of the Third Part then as far as possible the Party of the Second Part shall have to rectify such defect at own cost. However, if the Party of the Second Part cannot be held responsible for such defect or the reasons for such defects is outside the control of the Party of the Second Part or if such defects have arisen due to Party of the Third Part or for some natural reasons, then for any such structural defect/deficiency, workmanship, provision for service, quality or work quality defect or defect of any other nature and has arisen at the instance of Party of the Third Part or any person at his/her/their instance, then the Party of the Second Part shall not be bound/entitled to pay any compensation to the Party of the Third Part nor there will be any responsibility of the Party of the Second Part to remove such defect at own

cost. The services, amenities given by the Party of the Second Part to the Party of the Third Part individually/jointly to the remaining members for common use and maintenance of all common facilities shall be made Party of the Third Part individually and jointly by and with all members jointly together. In this regard by giving necessary annual maintenance contracts from year to year, the responsibility for its maintenance/repairing shall be of the members of the society/Association.

7.5 **Damage to property:**

- a. If in any portion of the property, chiseling, vibrating, drilling, core cutting or change of any nature is made by the Party of the Third Part or any type of demolition is made and because of such change or demolition either the property or its part collapses or structure of any part of the property becomes weak and because of which accident or casualty takes place then the Party of the First and Second Parts cannot be held responsible for the same and the Party of the First and Second Parts shall not be held liable to repair such defect or damage.
- b. Any type of natural calamities such as earthquake, heavy rain fall, fire, cyclone, etc. and humanly created mishaps like violence, disturbance, act of terrorism, due to breaking of fire, etc. reasons and because of Party of the Third Part, either the property or any of its portion collapses or the structure of any part becomes weak and because of which any accident or casualty takes place or any type of damage is caused to the property of the Third Part then the Party of the First and Second Parts cannot be held responsible for the same and the Party of the First and Second Parts shall not be treated responsible to repair such defect or damage or to reimburse claim of any nature.
- c. That in the land stated in the schedule attached hereto, the residential scheme titled as **“KISHAN ANTILIA”** has been organized and the map of the said scheme titled as **“KISHAN ANTILIA”** has been got sanctioned from Vadodara Mahanagar Palika/Vadodara Municipal Corporation only as per details mentioned in the same, the construction is to be made. The Party of the Third Part shall not have right and power of any nature to make any change in the elevation of all properties of the said scheme or any of its walls. Further you the Party of the Third Part is not entitled to cause any demolition or make additional construction so that the damage may be caused to beams, columns, slabs, walls and common facilities of entire/all properties.

Thus the observance of all aforesaid rules shall has to be made by the Party of the Third Part and all members/holders of the society and if violation of aforesaid rules is made then in such circumstances, as stated in the Real Estate (Regulation and Development) Act, 2016, there shall not be moral or financial responsibility of the Party of the Second Part to rectify defect of any nature.

8. After execution of Sale Deed, the use of the property (agreed to be) purchased by the Party of the Third Part can be made only as residential unit purchased only for residential purpose by members/owners. That means the use of the residential unit cannot be made for commercial purpose. The planning of the said scheme titled as **“KISHAN ANTILIA”** has been made as per Development Permission No. Ward-10 (New)/HB-56/2022-2023 dt. 12-10-2022 issued by Vadodara Mahanagar Palika and as stated in the approved plans as well as the permission, the parking of own vehicle is to be made by unit purchasers members/owners in the said scheme in the parking space provided in the property sold to them without causing obstruction/hindrane to other members in parking. With such clear cut condition the present AGREEMENT TO SALE has been executed by the Party of the

Second Part in favour of Party of Third Part, in which the Party of Third Part has given consent.

9. The Party of the Third Part by joining with other members of the said scheme titled as **“KISHAN ANTILIA”** shall have to form one A.O.P. or Society and the registration of the said society is to be made in such name as may be suggested by the Party of the Second Part. For the purpose of taking necessary steps for formation of the proposed Society, required papers shall have to be prepared by Party of the Second Part and after making signatures, seals in the application form and bye-laws, etc. by the Party of the Third Part shall have to return the same within 7 days to the Party of the Second Part and have to submit application for membership by passage of time. That is to say the Party of the Third Part shall have to become compulsory member of the society so that the Party of the Second Part is able to undertake formalities for registration of the proposed society. In the draft bye-laws, letter of understanding and rules and regulations, if any time change comes in the Registrar of Cooperative Societies or Registrar of Companies or any competent authority then the Party of the Third Part has not to raise any objection or create dispute.
- 9.1 After 15 days of date of issuance of written notice by the Party of the Second Part to the Party of the Third Part that the property is ready for use and possession, the Party of the Third Part shall be responsible/liable to pay and bear expenses in reference to the scheme land and **“KISHAN ANTILIA”** i.e. local taxes or common taxes which are made applicable by the local authority and government, local taxes such as betterment charge, water tax, insurance, common light bills, repairing expenses, office expenses, watchman and Scavenger workman expenses and office clerk's salary and maintenance expenses of the scheme, etc. and all other expenses falling in proportion of his/her/their share. So long as the formation of the A.O.P. or Society is not made in the said scheme titled as **“KISHAN ANTILIA”**, till then the Party of the Third Part shall pay amount of maintenance charges falling to his/her/their share to the Party of the Second Part. Further the Party of the Third Part agrees and gives consent that so long as the maintenance amount falling to the share of the Party of Third Part is not decided, he/she/they are willing to pay temporary maintenance contribution falling to his/her/their share to the Party of the Second Part. Further, the Party of the Third Part agrees that so long as account of maintenance of the Party of the Third Part, till then the Party of the Third Part expresses willingness to pay contribution towards temporary maintenance falling as his/her/their share. On such maintenance amount paid by the Party of the Third Part to the Party of the Second Part, no any interest is to be calculated. Further, as stated above, so long as the formation of A.O.P. or Society is not made, the said amount shall remain with the Party of the Second Part only.
10. Over and above amount payable by the Party of the Third Part as stated in the said agreement, from the date of handing over possession of the boundary area of the said property or prior to the same, as may be decided by the Party of the Second Part and portion of such expense which is not covered in any provisions of this agreement, the Party of the Third Part shall have to pay such proportionate portion of share.
11. In connection with the formation of proposed A.O.P./Society and entire expenses for preparation of its rules, regulations and bye-laws, writing documents for handing over and making its registration and whatever fee is required to be paid to the Advocate by the Party of the Second Part, amount of all such expenses

including advocate fee for documents shall be paid separately by the Party of the Third Part in proportion of share to the Party of the Second Part.

12. At the time when the aforesaid common facilities/amenities are to be transferred by the Party of the Second Part in favour of proposed A.O.P/Society and requirement arises for making its registration then whatever amount is to be paid for registration charges, stamp duty and including advocate fee, such entire falling at the share of the Party of the Third Part shall have to be paid separately to the Party of the Second Part.

13. **Representations and warranties of the Party of Second Part:**

- a. The Party of the Second Part holds necessary rights to develop the scheme land titled as “**KISHAN ANTILIA**” and actual, physical and legal possession of the land for the implementation of the project.
- b. The Party of the Second Part holds lawful rights to make development on the scheme land belonging to the ownership, enjoyment and possession of the Party of the First Part. Further the Party of the Second Part also holds necessary sanctions obtained from Vadodara Mahanagar Palika/Vadodara Municipal Corporation and the Party of the Second Part shall obtain all required permissions which are necessary from time to time from the government or semi-government offices or local self institutions.
- c. In respect of said scheme titled as “**KISHAN ANTILIA**” and land of the said scheme and regarding aforesaid property, all permissions, permits and licenses granted by Vadodara Mahanagar Palika/Vadodara Municipal Corporation are valid and in force and the same have been acquired by following due process of law. Further, requisite approvals/permissions which are necessary from time to time from concerned Government or Semi Government institutions for implementation of the scheme/project shall be obtained by following proper process of law and the Party of the Second Part has observed all laws in relation to common area and said scheme of the project named as “**KISHAN ANTILIA**” and shall continue to observe always.
- d. The Party of the Second Part is having full right and power to execute this Agreement and the Party of the Second Part has not committed breach of any law nor done any such act or work by which damage or harm may cause to the rights, powers, interest of the Party of the Third Part.
- e. The Party of the Second Part states with assurance/confidence that there is no restriction of any nature in executing this Agreement in favour of Party of the Third Part in respect of selling the aforesaid property.
- f. Upon completion of the said scheme titled as “**KISHAN ANTILIA**”, at the time of formation of A.O.P/Society, as stated earlier the Party of the Second Part shall hand over lawful, vacant, quiet and physical possession of the common facilities’ area to the Association of the Party of the Third Part.
- g. The Party of the Second Part has paid all undisputed government dues, rates, charges, taxes, including other dues levies, premium, etc. amount, damage or penalty and other outer payments, which are required to be paid for the said scheme have been paid to Vadodara Mahanagar Palika/Vadodara Municipal Corporation.

14. **The Party of the Third Part makes agreement with the Party of Second Part as under:**

- a. Since the time of handing over possession property to the Party of the Third Part, from said date the Party of the Third Part shall have to keep maintain the

property and scheme in a very good condition and make its timely repairing and the property is situated in the project named as **“KISHAN ANTILIA”**, its use shall not be made contrary to the rules, regulations or bye-laws of the scheme named as **“KISHAN ANTILIA”**. Further any breakage/demolition, addition, alteration shall not be made which are against law and not make act against law and no any addition-alteration shall be made without the permission of the Vadodara Mahanagar Palika/Vadodara Municipal Corporation or without permission of the applicable council of authority or Society, any additions/alteration will be caused. Further, the Party of the Third Part has given assurance to observe all matters mentioned in the Condition No.7.

- b. In the property so decided to be purchased by the Party of the Third Part shall not keep any material which is considered as dangerous, igniting or hazardous or having heavy weight because of which any damage may be caused to the construction or structure of the said scheme of property i.e. the project titled as **“KISHAN ANTILIA”**. Moreover, no any such material can be stored for which there is objection/restriction for keeping the same by the concerned local body or Vadodara Mahanagar Palika/Vadodara Municipal Corporation and in bringing and carrying heavy things in the property through staircase, common passage, or structure where the property is situated and property, there is a possibility of causing damage to the structure including doors. In spite of the same, any such steps are undertaken by the Party of the Third Part and because of which the damage would be caused to the property then the Party of the Third Part only shall be liable and responsible to reimburse and bear such damage. Further in entire common area and common parking located in the said scheme titled as **“KISHAN ANTILIA”** any member has not to keep/store any material in the entire common passage area and common plot and entire common area is to be kept vacant for coming-going.
- c. The entire internal repairing of the property purchased by the Party of the Third Part shall be made at his/her/their own cost, the condition in which the property has been given by the Party of the Second Part, it shall be kept in the same condition and the Party of the Third Part has not to commit any such act in the property decided to be sold in the said scheme titled as **“KISHAN ANTILIA”** which is against the rules and regulations, bye-laws of the concerned local body or Vadodara Mahanagar Palika/Vadodara Municipal Corporation or the society. If any act is performed by the Party of the Third Part so as to commit breach of aforesaid provisions then the Party of the Third Part only shall be liable/responsible to face its results and in such circumstances, all rights against the Party of the Third Part lodging any claim under default liabilities against the Party of the First and Second Part shall completely vanish. Further, after execution of Sale Deed in the name of Party of the Third Part, if any addition/alteration is required to be made in the same then upon getting the plans sanctioned in the concerned local body, the addition/ alteration can be carried, for which there will not be responsibility of any nature of the Party of the Second Part herein.
- d. The Party of the Third Part has not to cause breakage/demolition of any nature in the property or any of its part or in common facilities nor to make change-alteration of any nature in common facilities of the said scheme nor to make change-alteration of any nature in the common amenities of scheme titled as **“KISHAN ANTILIA”**. Further, parts connected with the property and scheme

titled as “**KISHAN ANTILIA**”, and drainage line, water line, electric line and all necessary pipes are to be kept in good condition and no any change is to be made in the same so that the common facilities provided in the said scheme titled as “**KISHAN ANTILIA**” and properties situated in the same can get due protection. Without getting written prior sanction of the Party of the Second Part or Society, no any demolition, breakage, core cutting or other carving work or in beams, columns, walls, slabs or any other R.C.C. work or other structure is to be done by the Party of the Third Part and no breaker is to be plied or in the said scheme named as “**KISHAN ANTILIA**” and the common amenities situated in the same, the Party of the Third Part has not to commit any such act which may cause damage of any nature to the scheme titled as “**KISHAN ANTILIA**” and common amenities provided in the same and if made then entire responsibility for the damage suffered including expenses shall be of the Party of the Third Part only.

- e. The Party of the Third Part has not to do any such work nor to give any permission because of which any insurance of the land under the said scheme titled as “**KISHAN ANTILIA**” or properties situated therein and/or any of its part would cancel or liable to be cancelled and as a result becomes liable to pay more premium in reference to the insurance, no any such act is to be made/performed by the Party of the Third Part and if any such act is committed by the Party of the Third Part then the Party of the Third Part shall be held responsible including complete expenses.
- f. From the property agreed to be purchased by the Party of the Third Part, open space of the scheme or compound or in common facilities of the scheme, not throw any dirt, rubbish, cloth waste, scrap or useless things nor allow to throw so that other members in the said scheme named as “**KISHAN ANTILIA**” would suffer hardship/inconvenience. Further, in common road of the society and common area not to store material of any nature.
- g. Upon making demand by the Party of the Second Part, the Party of the Third Part shall have to pay own share within 15 (fifteen) days towards charges falling to his/her/their own share in respect of electric, drainage, water and other service connections provided in the said scheme “**KISHAN ANTILIA**” as demanded by the concerned local body or Government.
- h. The purpose for which property is agreed to be sold/allotted to the Party of the Third Part by the Party of the Second Part, due to making change in the purposes, due to increase made in dues and amount in local taxes, water expenses, insurance, etc. applied by the local body or Hon’ble Government, is and shall have to be paid/borne by the Party of the Third Part.
- i. So long as the Party of the Third Part does not pay full amount under this Agreement payable to the Party of the Second Part and Society and does not get the sale deed executed, till then the Party of the Third Part Purchaser/s shall not/cannot give any part of the property on rent, sub-let or cannot entrust own benefit and interest to any third party person.
- j. At the time of formation of the Society or Association or apex body, for the purpose of safety and maintenance of the said scheme titled as “**KISHAN ANTILIA**” and properties situated therein as well as in relation to scheme and other matters, the rules, regulations and bye-laws which are applicable at present and whatever change/alterations are made in any rules from time to time, all these shall have to be observed by the Party of the Third Part and whatever

conditions, restrictions, laws have been made applicable by the Government and local body on the society, its observance shall have to be made by the Party of the Third Part and whatever tax, cess, charges, duties and expenses are required to be paid, the same shall have to be paid by the Party of the Third Part.

- k. The Party of the Second Part and its surveyors and agents, workmen along with others and without them shall be permitted and allowed at any time to enter on the project or in property and its parts purchased by the Party of the Third Part to inspect and see the condition of the property purchased by the Party of the Third Part.
 - l. The Party of the Second Part and its surveyors and agents, workmen along with others and without them shall be permitted and allowed at any time to enter on the project land or project land or any of its part or in the property agreed to be purchased by the Party of the Third Part to inspect and see the condition of the property purchased by the Party of the Third Part.
15. Major Terms and Conditions:
- a) The Purchaser(s) are responsible for correctness of the KYC documents and other information they have submitted to the Seller.
 - b) In the case of NRI Purchaser(s), observance/compliance of the provisions of the Foreign Exchange Management Act (FEMA) and any other law prevailing more particularly in regard to acquisition of immovable property and remittance of payment(s) will be the sole responsibility of the NRI Purchaser(s).
 - c) Specification & information on common amenities and facilities mentioned in the brochures/advertisements/price lists/etc. do not form part of offer/contract/agreement. The building plan/s and layout/s are subject to changes and approval of the authorities concerned. The Seller reserves the right to effect changes in the building plan/layout/etc. as per statutory requirement, and carry out suitable alterations as may be deemed fit.
 - d) The Seller will construct the aforesaid Apartment and common area and amenities with standard specifications and workmanship, as committed at the time of booking, at the cost specified herein above. In the event of paucity or non-availability of any materials/items/fittings/articles, the Seller reserves the right to use alternates available of similar quality.
 - e) The Seller is not manufacturer of the materials/items/fittings/articles/etc. used in the making of the Apartment. The warranties/remedies available from the respective Sellers/suppliers/manufacturers of the materials/items/fittings/articles will automatically be assigned/available to the Purchaser(s)/ End-user(s).
 - f) The Seller reserves the right to decide construction cycle of the Scheme, i.e. which Apartment it should construct first/later, as it may not necessarily be possible to construct all the Apartments concurrently.
 - g) The Purchaser(s) are required to visit/check the construction of the Scheme/Apartment and Common Area/Amenities periodically at every stage. Feedback, if any, should be brought to the notice to the Company or its agent in writing immediately, prior to the completion of the respective stage/work, and it shall be mandatory to obtain the acknowledgement of such notice from the Company or its agent. Thereafter, no feedback shall be entertained or considered.
 - h) The Seller will make all endeavors to handover possession of the Apartment within an approximate period of four years from the date of commencement of

the work unless it is delayed for force majeure circumstance/s or any other reason/s beyond control of the Seller. Irregular/repeated delays/non-payments of stage-wise payments by the Purchaser(s) could also attribute to delay of the Scheme/Apartments.

- i) The Purchaser(s) will have to adhere to the payment schedules irrespective of whether, or not, the Scheme is running on schedule (+/-), as payment schedules & demand thereof are linked to stage-wise completion of work.
- j) Price of the Apartments may not necessarily be same/at par with that of other Apartments(s) of the scheme. It would vary depending upon market conditions and various other factors/considerations. The Seller reserves the right to fix/determine the price, which may vary from Apartment to Apartment.
- k) In case the Purchaser(s) wish(s) to avail of finance, the responsibility of the Seller is restricted to providing the requisite papers/documents. It will be Purchaser(s) responsibility to get the loan/s sanctioned and disbursed, as per schedule of payment, and comply with the terms and conditions of the payment.
- l) If the Purchaser(s) intend/s to get certain extra work/changes done, the same would be considered only if found feasible in all respect by the Seller. The Seller reserves the right to accept or refuse the same. If found feasible/acceptable, the Purchaser(s) will have to submit the requisition for the same in writing & well in advance. No request for extra work/changes will be entertained thereafter on piecemeal basis. No outside agencies/Sellers/labourers are allowed for carrying out any type of work/extra work/etc. in the Apartments before possession is handed over.
- m) Payment for extra work/changes, as per price/cost determined by the Seller (including extra labour charges etc.) will have to be made in advance. Deduction(s)/Adjustment(s) in the cost, if any, will be determined by the Seller on 'Cost-to-the-Seller basis', and the same will be settled/ adjusted at the time of final payment of the Apartment.
- n) In case the Purchaser(s) Wish(es) to sell-off the Apartment to third person(s) before the Sale Deed is executed in his/her/their favour, he/ she/ they may do so provided no payment/s are due/overdue for payment to the Seller. Besides, admin charges of Rs. 50/- (Rupees Fifty Only) per sq. ft. of S.B.A. will be payable to the Seller.
- o) In the event of cancellation of Agreement to Sale for whatsoever reason/s, charges for termination/cancellation of Agreement/s, if any, will also have to be borne by the Purchaser(s).
- p) The Purchaser(s)/tenant(s) will not use the Apartment or any part thereof, nor permit the same to be used for any illegal, immoral or improper purposes nor for purposes prohibited by any statute, law or notification, rules and regulations made by the government or local authority or use the Apartment in any manner which may cause damage to the said premises or any part thereof or to the adjoining property/ premise(s), or may affect prejudicially the interests in large.
- q) In case the Purchaser(s) wish(es) to give his/her/their Apartment on lease, the Purchaser(s) can do so on lawful terms and will have to submit a copy of lease agreement to the Society/ Association/Community.
- r) The Purchasers/Occupants/Tenants/Society/Association will NOT at any time do the following conditions/acts mentioned bellow:
 - Change the name of the Scheme.

- Make any alterations, modifications or changes in the external portion or in the openings (window & doors).
 - Put any projected grills outside Apartment or anywhere in the Scheme.
 - Carry out change(s) in the positions of the walls, ceilings, doors, windows etc. or in the elevation/colour, structural design of the Scheme/Apartment in any manner whatsoever.
 - Keep/store material in the lift, staircase, passage, common space/area so to cause obstruction to others and
 - Commit any act knowingly or unknowingly so to cause damage to the Scheme/Apartments(s) or its elevation in any manner whatsoever.
- s) Branding/Hoarding of the Flats will be permitted ONLY (strictly) at the places/areas designated by the Seller for the purpose. Flats would NOT be permitted to do any branding/hoarding/etc. anywhere else on the Flats and /or in the campus/Community.
- t) The ownership of upper and lower slab and common walls of the Apartment shall be of joint/common ownership with the fellow Purchaser(s)/member(s) concerned. The Purchasers/Occupants may use undivided share of land/space without causing obstruction and hindrance to each other and without raising any dispute or demanding personal ownership. Besides, the Purchaser(s)/member(s) will not construct any structure (temporary or permanent in nature) in the common area/land/terrace.
- u) It is specifically agreed by and between the Parties that the Seller/Company has full right to use the terrace to install/erect hoardings and illumination accessories for advertisement of the Company or of its concerns and the Purchaser(s)/Purchaser(s)/ Occupants/Society/Association shall has/have no rights and/or objection in this regard.
- v) In case drainage system and/or water connection of local Development Authority is/are likely to take some time beyond completion of the Scheme; the Seller will arrange to provide underground sewage system and/or bore well, as required. In such an event, the Seller cannot guarantee quality of ground water or guarantee against contamination (if any). Maintenance & repairs of the same will be the onus of the Members /Society/Association.
- w) Post-completion & installation of common amenities/equipments/etc. in the scheme/Wings, maintenance of the same will be borne from the common maintenance fund notwithstanding whether, or not, possession of the same has/have been taken over by the Members/Society/ Association. Needless to mention that warranties of common amenities/equipments etc. if available from the respective Seller will be effective from the date of installations.
- x) On completion/possession of the Scheme, the Seller will facilitate formation of Society/Association, and handover/deposit the Maintenance Fund (received from Purchaser/s of Apartments sold) in the Bank A/C opened in the name of the Society/Association. Onus of maintenance of the Scheme would be of the Society/Association. All the Purchaser(s) of the Apartments in the Scheme will automatically/compulsorily become members of the Society/Association with no exception whatsoever, and will have to abide by the rules & regulations of the Society/Association.
- y) Besides payment of Maintenance Charge/Deposit, additional maintenance charge/s, if any decided by the Society/Association on its formation or any time in future, as may be deemed fit (recurring or non-recurring in nature), will be

payable by all the Purchaser(s)/members of the Society/Association irrespective of :

- Whether the Apartment is self-occupied or tenant-occupied or is vacant for whatsoever reason;
 - The location/floor of Apartment; and
 - Whether, or not, the common amenities/facilities/etc. are utilized (partly/fully/whatever). The Society/Association will have the rights to charge interest/penalty on the late payments of maintenance which will have to be paid by the Apartment owners.
- z) Maintenance charge/fund for unsold Apartments if any, will be deposited in the Bank Account by the Seller when the Apartments are sold. In these cases, additional maintenance charge/s (if any decided by the Society/Association) will be payable by the Purchaser/ s from the date the Apartments are sold.
- aa) Parking facility/space will be provided at the ground/basement floor designated for the purpose and/or at the ground level in the extra common space (excluding internal road/s, walking tracks/space etc.). Apartment-wise allotment of the same, if required, will be done by the Society/Association with mutual understanding & convenience or by way of draw-allotment, as may be deemed fit by the Society/Association. It is not necessary/feasible that all the members/Apartments would get identical & even parking space, and of his/her/their choice & location.
- bb) The effort will, however, be to provide the best possible parking design/layout within the space & resource available in the campus so to accommodate vehicles with comfort to the extent possible. Vehicles of visitors/guests may be allowed in the campus only if separate space for visitor/guest parking is feasible & earmarked for the purpose.
- cc) Post-execution of Conveyance/Sale Deed, if the Purchaser(s) desire(s) to carry out furniture, fixture, renovation, interior work etc. in his/her/their respective Apartment, he/she/they will do so ONLY after
- actual/physical possession of the Apartment is handed over through exchange of Possession & Acceptance/Satisfaction Letters; and
 - MGVCCL allots electricity connection/meter to the respective Apartment.
- dd) Core cutting and/or drilling of holes etc. in the slab(s)/beam(s)/column(s) are strictly prohibited else it may cause damage to the structure & its strength for which the Seller will not be responsible in any manner whatsoever. The Seller will also not be responsible for damages caused, if any, on account of natural calamities, unforeseen events/circumstances/ disruptions, mob/public unrest & disturbances, weather/chemical effect/s, etc. and also, if any, due to internal-external work carried out by Purchaser(s)/occupants of the scheme/Apartments.
- ee) This Agreement is valid for 48 months. If the Purchaser(s) fail/s to make the payments during the period as per schedule of payment, the Seller reserves the right to cancel this Agreement independently (single-sided) at the Purchaser(s)'s risk & cost.
- ff) There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- gg) 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.

- hh) 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/s created herein, may prejudicially be affected.
 - ii) 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 Apartment which will, in any manner, affect the rights of Purchaser under this Agreement.
 - jj) The Seller confirms that the Seller is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/s in the manner contemplated in this Agreement.
 - kk) After the lawful and constitutional formation of the Association the Seller shall handover lawful, vacant, peaceful and physical possession of the common areas to the Association.
 - ll) 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.
 - mm) The terms and conditions are not exhaustive in nature. The same are subject to change from time to time without notification. General covenants and standard terms/conditions of the industry/RERA would also apply.
 - nn) The Purchaser(s) confirm(s) having read and understood the terms and conditions specified herein above, and agree(s) to abide by the same. Dispute, if any, will be subject to exclusive jurisdiction under the provisions of Courts of Vadodara.
16. The AGREEMENT TO SALE is executed in respect of schedule property with the Party of the Third Part. Except that, the Party of the Third Part shall not hold or have any right, claim on any part of the said scheme titled as “**KISHAN ANTILIA**”, Further, so long as all open spaces and common plot as well as space for recreation/entertainment are not handed over to the Society as stated above, till then the same shall belong to the ownership, enjoyment and possession of the Writer herein and on the basis of present agreement, no right of the Party of the Third Part arising for executing writing of any nature for giving any portion of the said scheme titled as “**KISHAN ANTILIA**” in favour of any one by way of sale, lease tenure or other manner. Further any right of creating charge/encumbrance is also arising.
17. **The Party of the First Part and Party of the Second Part shall not mortgage or create charge:** After making registration of this Agreement by the Party of the Party of the First Part and Second Part, the schedule property, that is the property agreed to be sold to the Party of the Third Part, cannot be placed in mortgage.
18. **Binding effect:** When the Party of the First and Second Part sends this Agreement to the Party of the Third Part, that does not mean and treated that the implementation of the said agreement has commenced. Further it is not binding to all parties. So long as the following formalities are not completed till then this Agreement shall not be treated valid. Firstly, the Party of the Third Part has to subscribe signature, consent on this Agreement and as per payment condition, along with full amount payable shall have to be sent within 7 days from receipt of this agreement by the Party of the Third Part to the Party of the Second Part and payment shall have to be given as per payment condition. Upon receipt of

agreement, the Party of the Second Part shall have to inform the Party of the Third Part for making registration of the agreement and as per date and time given by the Party of the Second Part, the Party of the Third Part has to remain present in the office of the Sub Registrar and make registration of this agreement from the Party of the Second Part. After registration of the agreement, this agreement shall be binding to all parties. Within 7 days from receiving this Agreement from the Party of the Second Part, if the Party of the Third Part does not return the same after subscribing signature to the Party of the Second Part or upon intimating by the Party of the Second Part, the Party of the Third Part does not remain present for registration of this agreement then to rectify the said mistake, the Party of the Second Part shall send notice to the Party of Third Part and if the Party of the Third Part does not rectify the mistake within 15 (fifteen) days from receipt of notice then the application/booking/allotment letter of the Party of the Third Part to purchase the schedule property shall be treated as cancelled and the entire amount including booking amount deposited by the Party of the Third Part shall have to be returned by the Party of the Second Part without any type of interest or compensation, by deducting cost of damages and the agreement sent by the Party of the Second Part shall be treated as cancelled. On the basis of this agreement, the Party of the Third Part shall not carry out any formalities, charges, sell, etc. and if made then the Party of the Third Part shall be held solely responsible for the same and such formalities undertaken by the Party of the Third Part shall be treated as cancelled. Thus, upon registration of this agreement it shall be binding on both parties.

19. **Entire Agreement:** This agreement and its schedules along with enclosures becomes entire agreement between both parties in respect of subject matter mentioned herein and except the said agreement between both parties in respect of property contained in the said scheme titled as “KISHAN ANTILIA” and canceling all understandings, agreements, allotment letter, correspondence written or oral arrangements, it shall come into force.
20. The provisions of this agreement shall be applicable to both parties, Purchasers joining hereinafter of the Party of the Third Part and others. That means after execution of Sale Deed in favour of Party of the Third Part, when the schedule property is sold by the Party of Third Part to any one else and all conditions and provisions of this agreement shall be also ipso-facto applicable to the hereinafter purchasers from time to time.
21. **Severability (cancellation of agreement):** Any provisions of this Agreement, rules, regulations framed under the aforesaid Act are treated as cancelable or unenforceable under other applicable laws under other applicable laws then to the extent that such provisions which are inconsistent with the purpose of agreement or law or rules and regulations framed under the said Act made there under or should be necessarily consistent with the applicable laws shall be treated or amended in that proportion and the remaining provisions of this agreement which were applicable at the time of implementation, shall be considered valid and enforceable.
22. **Place for Execution/implementation:** The implementation of this agreement shall be treated to have taken place in the office of the Party of the Second Part or at any other place in Vadodara, by its authorized signatory which may be decided by mutual consent between both parties after it is executed between both parties when its registration is made in the Office of the Sub Registrar, work relating to the said

agreement shall treated to be over and this agreement shall be treated to have been executed at Vadodara.

23. **Registration:** The Party of the Third Part has to submit this Agreement in the prescribed time limit of law in the office of Sub Registrar Office and the Party of the First and Second Part has to remain present in such office and admit for execution of the Agreement.
24. **Joint Parties of Third Part/Allottees:**
The Party of the Third Part. i.e. the number of persons intending to purchase the property is more than one then in such circumstances, all notices or correspondence sent to them by the Party of the Second Part shall have to be sent to the person whose name is first and shall be treated to have been served properly to all of the Party of Third Part.
25. **Stamp Duty and Registration:** The stamp duty of this agreement and entire expenses for registration shall have to be borne by the Party of the Third Part.
26. **Dispute resolution:** Any dispute between both parties shall be resolved with amicable solution/consent. In the case of failure to bring amicable solution of the dispute, the same shall have to be sent as per provisions and rules and regulations framed under The Real Estate (Regulation and Control) Act, 2016 to Council of the concerned authorities.
27. **Applicable/Governing Law:** The implementation and interpretation of rights and responsibilities arising under this Agreement, any laws as are in force in entire India (Bharat) or rights arising from the same shall have to be implemented and Court at Vadodara shall have jurisdiction for this Agreement.

Schedule

Description of property agreed to be sold.

The non-agricultural land admeasuring 0-58-68 Hec-Are-Sq.mtrs. of Block/S. No. 266, Old S. No. 320/2, Khata No. 295 situated in the sim of village Bhayli, Reg. District Vadodara, Sub-District Vadodara. Upon inclusion of this land in T. P. Scheme No. 3 (Bhayli No. 3), the O. P. No. 71 and Final Plot No. 73 has been allotted. As per said Final Plot No. 73, the measurement of the said lands is 4,125 sq.mtrs. On the said land the residential scheme titled as “**KISHAN ANTILIA**” has been organized. In the said residential scheme titled as “**KISHAN ANTILIA**” the property of **Flat No.** situated on _____ **Floor** of **Tower-**_____, which is having carpet area measurement of **sq.mtrs.**, measurement of its balcony is _____ **sq.mtrs.** and its wash area is _____ **sq.mtrs.** and adjoining Terrace area admeasuring _____ sq.mtrs. and proportionate common road and common plot area admeasuring _____ sq.mtrs. The said property of **Flat No.** _____ has been decided to be sold by the Party of the First and Second Parts to the Party of the Third Part vide present AGREEMENT TO SALE. Its boundaries are as under:

East :

West :

North :

South :

This AGREEMENT TO SALE has been executed by the Writers herein upon willingness, in soundness, after reading, understanding, thinking, became aware of the facts, in clear mind, without any sort of pressure, force or threat and decided to sell which

is and shall be acceptable, binding and agreeable to all of us, our heirs, successors, etc.
and in proof of the same it is signed in presence of the witnesses.

Yash Realty a partnership firm
through its managing partner

Jitendra Chhaganlal Doshi
Signature of The Writers/Landowners

AMBICA INC, a partnership firm
through its managing partner

Sanjaykumar Jamnadas Dharsandia
Signature of Consenting/Confirming Party

Witnesses

1_____

2_____