

AGREEMENT TO SELL

The promoter has made registration of the said scheme before the competent authority as per provisions of the Real Estate Regulation and Control Act vide Registration No._____.

Agreement to Sell agreeing to sell the unit situated in the scheme titled as **"SIDDHARTH PALLADIUM"** Executed today on dated _____

In favour of Party of First Part/Purchasers (Allottee):

1. **Mr.** _____ Aged

_____ Yrs. Occupation: _____

PAN - _____ AADHAAR NO. XXXX XXXX _____

2. **Mr.** _____ Aged

_____ Yrs. Occupation: _____

PAN - _____ AADHAAR NO. XXXX XXXX _____

RESIDING AT: _____

(Who hereinafter in this Agreement to Sell shall be referred to as "the Party of First Part or Purchaser", which meaning of words would mean and include the said Party of First Part or Purchaser themselves, their heirs, successors, assignees, executors, etc. all.)

By the Writer- Vendor - Party of the Second Part/Land owner (Promoter):

SHREENATH INFRA (PAN – AEXFS7525M) Address:1, Jagdamba Society, Manjalpur, Vadodara, Gujarat-390011, by the managing/authorized partner of the partnership firm namely _____, Aged: Adult, Occupation: Business, Residing at Jagdamba Society, Manjalpur, Vadodara, Gujarat-390011.

(Who hereinafter in this Agreement to Sell shall be referred to as "Writer-Vendor the Party of the Second Part – landowner/Promoter" which meaning of words would mean and include the said Party of Second Part partnership firm and its present and future partners from time to time and their heirs, successors, assignees, executors etc. all)

That the Writer/Vendor/Landowner/Party of the Second Part herein executes Agreement to Sell upon our willingness in favour of you the Party of the First Part - Purchaser herein that:

WHEREAS, Dist. Ahemadabad, Registration Sub District Ahmedabad-4 (Paldi) Taluka Sabarmati, Mouje Village Kochrab land bearing Old Survey No. 130/2 paiki, Town Planning Scheme No. 20, Final Plot No. 343, Sub Plot No. 21, approximately admeasuring 600 Sq. Yard land paiki north side portion 300 Sq. Yard was purchase by

NavinchandraMohanlal Shah through Sale Deed dated 18.10.1975, registered before sub registrar office under Reg. No. 16201 from its owner MahendrakumarRanchhodbhai Patel, whereas south side portion admeasuring 300 Sq. Yard was purchase by NavinchandraMohanlal Shah through Sale Deed dated 29.10.1975, registered before sub registrar office under Reg. No. 17044 from its owner MahendrakumarRanchhodbhai Patel and thus the NavinchdraMohanlal Shah became the sole owner and occupant of said property i.e. Sub Plot No. 21, admeasuring 600 Sq. Yard and after words said property mutated with City Survey Record of MoujeKochrab and the said Sub Plot No. 21, admeasuring 600 Sq. Yard is Allotted City Survey No. 1876, admeasuring 502 Sq. Meter recorded with city survey record.

Whereas all that piece and parcel of immovable property i.e. Sub Plot No. 21, approximately admeasuring 600 Sq. Yard mutated with City Survey Record being City Survey No. 1876, admeasuring 502 Sq. Meter land together with old structure thereon, situated, lying being on land bearing Old Survey No. 130/2 paiki, T P Scheme No. 20, Final Plot No. 343 of Mouje Village Kochrab, in the Registration District Ahmedabad Sub Dist. Ahmedabad-4 (Paldi), Taluka Sabarmati was purchased by the Partnership firm of the Writer/Vendor Party of Second Part under a registered Sale Deed No. 9212 dated 03.06.2023 from its owner NavinchandraMohanlal Shah. Since then the Writer/Vendor's Partnership Firm has become independent owner, attorney and possession holder of the said property.

AND WHREAS the scheme land/property described in Schedule-1 hereunder of this Agreement to Sell is belonging to the ownership, enjoyment and possession of the Writer/Vendor's Partnership Firm and in which except the Writers herein, no any one has right, title, interest, concern, share of any nature nor the same has been sold, mortgaged, gifted, in favour of any person, firm or money lending bank, finance company, institution or by way of agreement to sell or writing of any other nature. As per title clearance certificate obtained for the said property, the title is clear and marketable and we have full right and power to sell the same.

AND WHEREAS, upon obtaining necessary permission for making development over the project land and construction of building consist _____ residential flats as per apartment style and club house in common plot from Ahmedabad Municipal Corporation vide Commencement Letter (Rajachithi) No. 05230/081123/A7943/RO/M1 dated 21.12.2023, residential scheme of apartment/building named as "**SIDDHARTH PALLADIUM**" has been organized as per plans/maps approved by Ahmedabad Municipal Corporation.

AND WHEREAS, the Writer/Promoter herein declares that in connection with the project land, as on today, the floor space index is only _____ Sq. Mts. (_____ FSI) and the Promoter has by making implementation of schemes mentioned in the Development Control Regulations or on the applicable changes of Development Control Regulations to the said project so as to getting expected extended FSI in future (FSI – FLOOR SPACE INDEX), also on getting payment of available F.S.I as premium of incentive FSI by getting benefit of TDR or FSI, made planning to make use of floor space index of _____ Sq. Mts. (_____ FSI). The Writer/Promoter has declared the floor space index of _____ Sq. Mts. entitled for taking benefit 2 on the said project land and on the basis of proposed construction and sale and only on the ground that the declared benefit of proposed FSI is only received by the Promoter, the Allottee agreed to purchase the apartment.

(1) The Writer/Vendor of this agreement has obtained sanctions from the local governments in respect of maps, measurement, elevation, parts of he said property and the remaining sanctions shall be obtained from various authorities from time to time so that the Completion Certificate or Occupation Certificate for the said property can be obtained and the specific conditions, rules, regulations and impositions prescribed at the time of giving sanction by the concerned local government or government while giving sanction to said maps shall be observed and adhered to by the Writer/Promoter at the time of making development and construction of the houses on the said property and only on the basis of its observance and implementation, either Completion or Occupation Certificate shall be given by the concerned local authority in relation to the said property and the Writer/Promoter has commenced the construction under the said property as per proposed maps and wherein the scheme titled as “**SIDDHARTH PALLADIUM**” the Writer/Promoter has earmarked the property of Flat No. _____ on _____ Floor, is having Carpet area _____ Sq. Yard i.e. _____ Sq. Mtr., Balcony area of _____ Sq. Yard i.e. _____ Sq. Mtr., wash area of _____ Sq. Yard i.e. _____ Sq. Mtr., Built up area of _____ Sq. Yard i.e. _____ Sq. Mtr. as per approved map as per present site condition including undivided/proportionate land of _____ Sq. Yard i.e. _____ Sq. Mtr., The meaning of carpet area is the net usable area of the apartment.

(2) Before execution of this Agreement, the Writer/Vendor of this deed has agreed to sell the Schedule-2 property in favour of Purchaser/s, the total agreed sale consideration of Rs. _____ Only has been decided in respect of Schedule2 property. That as a part of said transaction, the earnest money of Rs. _____ Only has been paid details whereof are as under:

Date	Cheque No.	Bank	Amount Rs.

Thus the Purchaser/Party of the First Part agrees to pay total amount to the Writer/Promoter of this deed as stated hereunder.

1. Before making signature in this agreement, at the time of making signature, the Allottee/Purchaser has paid Rs. _____ in the manner that it is not more then 10% to the Writer/ Promoter towards the earnest money/advance or as an application fee and agrees to pay the remaining amount of sale consideration to the Writer/Promoter.
2. Rs. _____ In the manner not more then 30% of total consideration, which amount is to be given to the Writer/Promoter at the time of Agreement to Sell where the property is constructed.
3. Rs. _____ In the manner not more then 45% of total consideration, which amount is to be given to the Writer/Promoter at the time of construction 3 of plinth at the said place, where the property is constructed.

4. Rs. _____ In the manner not more than 70% of total consideration, which amount is to be given to the Writer/Promoter as per condition of construction at the time of slab level including podium and stilts where the property is constructed.
5. Rs. _____ In the manner not more than 75% of total consideration, which amount is to be given to the Writer/Promoter at the time of plaster of walls, internal plaster, flooring, door-windows work/construction in the said property.
6. Rs. _____ In the manner not more than 80% of total consideration, which amount is to be given to the Writer/Promoter at the time of sanitary fittings, entrance, lobby, staircase work/ construction in the said property.
7. Rs. _____ In the manner not more than 85% of total consideration, which amount is to be given to the Writer/Promoter at the time of external plaster, plumbing, water proofing work, elevation work/construction work in the said property.
8. Rs. _____ In the manner not more than 95% of total consideration, which amount is to be given to the Writer/Promoter at the time of electric wiring, paving, etc. work/construction in the said property.
9. Rs. _____ In the manner not more than 100% of total consideration, which amount is to be given while handing over possession to the Purchaser/Allottee which is meant for completion of scheme by the Writer/Promoter and the responsibility for obtaining the Occupancy or Completion Certificate is that of the Writer/Promoter.

The method of payment is as stated above.

Subject to conditions of this Agreement of the Promoter and subject to limitations of construction, installments/slabs as stated by the Writer/Promoter i.e. per payment plan or time limit prescribed as per slab of RERA, the entire amount is since to be paid by the Purchaser/Allottee through account payee cheque or internet banking system in the name of Writer/Vendor's firm, the Allottee/Purchaser has agreed with the said payment. However, if the Allottee/Purchaser makes default/ delay in paying the due amount then shall be responsible to pay interest by calculating at SBI MCLR RATE + 2% on the payable amount.

In the aforesaid price, the taxes, GST, VAT, Service Tax and surcharge or like other taxes up to handing over possession of the said property which are in relation to the said scheme or further progressing construction either paid by the Writer/Promoter or payable are not included, which are to be paid separately by the Allottee/Purchaser as decided by the Writer.

The above stated price is free from escalation, except that such increase/escalation is due to Development Charge payable to the competent authority or other escalation which is to be taken/imposed from time to time by the competent authority/local authority/government then the Allottee/Purchaser accepts the said

responsibility and agrees that whenever increase in the development charge, expenses or levy, etc. is made by the competent authority and raises demand on the Purchaser/ 4 Allottee at that time the copy of the notification/order/rules given/published in this regard will be sent by the Writer/Promoter along with the demand letter or shown in person, thereafter, the same applicable for payment.

- (3) The terrace is situated on the last floor of the buildings of scheme which is to be treated common of all flat owners in which you do not have any personal right, interest share, concern. Any tower of machinery is not to be installed/erected over the same without the permission of the Promoter so as to cause damage to the structure, beams, columns however, you can make use of the respective terrace along with other flat holders for which clarification is made here. In short when the entire respective building/tower is required to be sold then the terrace of the concerned building shall be considered as part of concerned building/tower and it shall come to the share of builders for which also clarification is made here. Further when the Builder/Promoter requires the said FSI in future at that time by obtaining sanction of the Association or 2/3rd members in the scheme use of such FSI is to be made.
- (4) The Writer/Vendor as per own discretion can sanction the compensation at the SBI MCLR RATE+2% for early payment for such duration in the concerned installment is payable. However, such compensation or rate of compensation sanctioned by the Writer/Vendor shall not be liable for review or withdrawal.
- (5) Upon completion of construction of the scheme organized by the Vendor/Writer and after receipt of Occupation Certificate from the competent authority, verification of allotted final carpet area shall be made. After specified by the Writer/Vendor upon deducting payable in respect of carpet area he shall make reassessment of the payable price of the carpet area. If there is any reduction within permissible limit of the carpet area then the Writer/Promoter shall have to pay such excess amount to the Allottee/Purchaser in the allotment at **SBI MCLR RATE+2%** rate within 45 days from the date such excess amount is paid. If increase in the carpet area given has taken place in the Allotment of the Allottee/Purchaser then the Writer/Vendor shall make demand before the Allottee/Purchaser for getting the same as per directions hereafter in the scheme. This entire financial arrangement is to be made as agreed in aforesaid paragraph of the agreement.
- (6) The Purchaser/Allottee shall give powers to the Writer/Vendor that any due payments receivable by him under any heads shall be adjusted according to his own desire in the respective heads and the Allottee/Purchaser shall have to give undertaking that she shall not give any objection/demand/direction against the Writer/Vendor for such adjustment and payments.
- (7) The Writer/Organizer hereby agrees that all conditions imposed by the local body while passing the said maps or thereafter, rules, restrictions and impositions if any, will be followed and completed and observed the same and obtain Completion or Occupation Certificate from the concerned local body in respect of said property and provide it to the Allottee/Purchaser.

- (8) The time is essence for the Writer/Vendor and Purchaser/ Allottee of this deed. As agreed between the parties under this deed, for completing the scheme and after obtaining Occupation Certificate or Completion Certificate, or both as the case may be, the Writer/Organizer binds himself to hand over the common area to the Purchaser/Allottee's Society and same way as stated by the Vendor/Writer to the Allottee/Purchaser in the aforesaid payment schedule, with a condition to make construction parallel shall make timely payment of installments and other payable

dues and shall shoulder such responsibilities.

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- (9) If the Writer of this deed fails to complete the scheme within stipulated time period (as per time schedule) and to hand over possession of the Schedule property to the Allottee/Purchaser, then if the Allottee/Purchaser intends to leave from the scheme then on all the payments made by the Allottee/Purchaser to the Writer/Vendor, for each delayed month, so long as the possession is not handed over, shall pay annual interest as per SBI MCLR RATE + 2% and as per conditions of this agreement on the due amounts of the Vendor/Writer and for all delayed payments payable by the Purchaser/Allottee, the date from which such amount is due and payable by the Allottee to the Writer, agrees to pay interest as per SBI MCLR RATE + 2%.
- (10) As per aforesaid conditions of the Writer/Vendor, without prejudice to the right of the Vendor/Writer/Promoter to recover interest, if the Allottee/Purchaser makes default in paying the amount payable on the respective date of payment to the Writer/ Promoter (and including taxes and outstanding amount dues of the concerned local authority due from her/him) then upon committing breach by the Allottee/Purchaser in paying installments three times continuously, the Promoter/ Organizer as his alternative intends to cancel this agreement, for such reasons like breach of specific conditions of this agreement and rules, the written notice of letter shall be sent to the address provided by the Allottee/Purchaser by registered post and at the address provided by the Allottee stated at the time of allotment and provide time of 15 days to the Allottee. If the Allottee/Purchaser fails to resolve the violation/s raised in the notice issued by the Promoter/Organizer within the prescribed limit mentioned therein then on completion of such time period of notice, the Promoter/ Organizer shall be entitled and authorized to bring an end of this agreement. Further, the provision is also made that at the time when the Agreement is brought to an end as stated above, from the amount of installments paid by the Allottee/Purchaser to the Vendor/ Writer towards the sale of said unit up to that date, (after making calculation of any apparent damage or other amount which is payable to the Purchaser and subject to its proper arrangement and recovery, 10% of the total price towards over all damage and rate of interest prevailing in Saving Account of nationalized bank at the relevant time according to the stage of complete work) shall be returned/refunded within 15 days.
- (11) The Promoter shall make minor change or modification subject to provisions of law or wherever found necessary to the Allottee, normal change or modification can be made, use of flooring and sanitary fittings and materials of other amenities shall be made by Vendor/Writer per own discretion.

- (12) The possession of the Schedule-2 property will be handed over by the Vendor/Writer to the Allottee/Purchaser on _____. If the Writer/Vendor fails to hand over possession of Schedule property up to aforesaid date due to circumstances beyond the control of the Writer and his representative or shows negligence then upon making demand by the Purchaser/Allottee, the Writer shall be responsible for returning the amount along interest from the date from on which the amount has been received by the Writer/Vendor, at the aforesaid rate of interest. If the Purchaser/Allottee intends to purchase the schedule property then for the period from the date of default in handing over possession, the Vendor/Writer shall pay the only interest at bank rate to the Allottee for that much period as stated. However, due to war, scarcity, fire, cyclone, earthquake or any natural accidental cause, regular development of project of immovable is not possible and due to any instructions or order of the public competent authority or Court or notification delay is likely to take place in

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implementation then the Allottee admits that the Writer is entitled to make extension of time limit in handing over possession.

(13) **Procedure of taking over possession:**

1. Upon receipt of Occupation Certificate from the Competent Authority and after paying the amount by the Purchaser as per this agreement, subject to conditions of this agreement, the Writer shall give written intimation to the Allottee/Purchaser for taking over possession of the schedule-2 property within a period 3 (three) months from date of notice and the Vendor/Writer shall hand over possession of the schedule2 property to the Allottee/ Purchaser. The writer of this deed makes default of any provisions, formalities, implementation of documents then the Writer/Promoter agrees to pay damage to the Allottee/Purchaser and accepts the responsibility. In this deed, the Purchaser or Writer or Group of recipients in allotments, as the case may be, agrees to pay agreed expenses, within 7 days from receipt of Occupation Certificate of the scheme, the proposal will be sent by the Writer from his side to the Allottee/Purchaser to hand over possession.
2. Upon receipt of notice or letter from the Writer by the Allottee/Purchaser that the schedule-2 property is ready for use and occupation, the Purchaser/Allottee shall have to take over the possession of allotment within 15 days.
3. **Failure of the Allottee/Purchaser in taking over possession of Schedule-2 Property.**

If the Allottee/Purchaser makes default to take over possession of Schedule-2 property in time then as stated aforesaid then duration period of said date till the date of taking over possession as decided either by the Writer or Society of Allottees/Purchasers, as the case may be, the Purchaser/ Allottee agrees to pay whatsoever proportionate maintenance expenses falling at share.

It is admitted that as per Agreement to Sell, in the matters of workmanship, quality or other responsibility of the Writer or provision with respect to service, any default in construction or in the case of default, from the date of Completion Certificate or

Occupation Certificate, the Writer as the case may be, within 5 years, if the Allottee/Purchaser bring such fact to the notice of the Writer then such defects shall have to be rectified by the Promoter.

If the Writer/Vendor commits default in rectifying the said mistake then the Allottee/Purchaser shall be entitled to receive compensation for such defects as stated in law. If any defects in structure, workmanship, service quality and provisions of service are not attributable to the Writer and are beyond control, in such circumstances, the Writer shall not be held responsible.

- (14) The Schedule-2 property is flat, its use shall be made for residential purpose and except that no any other use shall be made by the Allottee/Purchaser.
- (15) The Allottee/Purchaser therefore admits that purchase of said apartment is made with such a specific understanding that as may be decided by the Society or Association or Service Society (or the maintenance agency fixed by them) and subject to making full appointed payment of maintenance charge and thereafter, he/she/they shall have right of use of common area and facilities and the conditions and rules framed/decided by the maintenance agency or association shall have to be observed by all members and the registration and/or application for membership for that purpose along with bye-laws of proposed Association, for formation of Association/ 7 Society/Service society and its registration, to enroll other members, shall subscribe signatures on other necessary papers and documents from to time and bring into force and by filling it properly, subscribing signature send it to the Writer so as to make the Writer to register the Association of the Purchaser/ Allottee, within 7 days of sending the same by the Vendor/ Writer to the Allottee/Purchaser, he/she/they shall return it to the Writer. The Allottee/Purchaser cannot take/raise any objection against the byelaws or Memorandum of Association and/or Articles of Association, Registrar of Cooperative Societies or Company or necessary amendment or suggestion proposed if any or any other competent authority as the case may be.
- (16) Within 15 days after sending oral, telephonic or written notice to the Allottee/Purchaser that the Schedule-2 property is ready for use and possession, the Allottee/Purchaser shall be liable/ responsible for paying the proportionate expenses (i.e. in proportion of construction area of the property) of scheme land and outer expenses such as charges for betterment and/or other cess/charge, water tax recovered by the concerned local body and/or government, insurance, general electricity, repairing and bill recovery clerk, watchman salary, all necessary and unforeseen expenses for management and maintenance of the scheme land and building. So long as the formation of the Association/Society/Service Association is not made, till then the Allottee/Purchaser shall have to pay all decided proportionate outer expenses to the Writer/ Promoter. In this deed, the Allottee/Purchaser further agrees that so long as the expenses of outer expenses are not decided, till then shall pay the monthly amount (as may be decided by the Vendor/Writer of this deed from time to time) towards outer expenses to the Writer. On such amount paid to the Writer/Promoter, no any interest will be given and as stated earlier so long as the said amount is not transferred to the Association/Society or Service Society, till then it shall remain with the Writer/Promoter.

- (17) Over and above on the consented amount payable by the Allottee/Purchaser of this deed, so long as he/she/they receives possession of the Schedule-2 Property or prior to the same, Allottee shall pay to the Writer proportionate share in the outer expenses as may be decided by the Writer/Promoter, since its inclusion is not made in other provisions of this Agreement.
- (18) The Allottee/Purchaser of this deed shall pay the amount (such amount as may be decided by the Writer of this deed from time to time) to the Writer, for formation/establishment of Association/Society or Service society or limited liability company, as also for framing its rules, regulations and bye-laws and price for preparing sub division deed or writings, including professional fees of Attorney/Advocate of the Writer/ Promoter, so as to meet with entire legal price, charges.
- (19) At the time of registration of deed for structure of the said scheme or part of the scheme or portion or tenure, the Vendor/ Writer shall provide to the Allottee/Purchaser the details in respect of entire or limited liability company of the stamp duty and registration charges payable on such transfer deed or tenure or any other document or for said scheme or relating to part of the scheme, and shall pay such amount payable towards expenses falling to the share of the Purchaser/Allottee.
- (20) If dispute of any nature takes place in respect of said scheme or unit then its resolution shall be subject to RERA Tribunal, Gandhinagar.
- (21) **Representations and Assurances of the Writer/Promoter of this deed:** The Vendor/Writer of this Deed gives following submissions and assurances to the Allottee/Purchaser:

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1. All evidences showing ownership declared in the documents and attached with this agreement as are available with the Vendor/Writer/Promoter in respect of scheme land are clear and marketable and having proper sellable ownership rights and has right to make development over the scheme land with him. For bringing the said scheme in to operation, it has physical, actual and lawful possession over the scheme land.
2. The Vendor/Writer/Promoter has lawful rights and competent power for making development of the said scheme/project and is having approvals and permissions obtained from the competent authorities and shall obtain requisite approvals for completing the scheme/project.
3. Except the scheme land declared in the report of ownership right or in respect of scheme/project no any dispute is pending in any court of law.
4. All approvals, licenses, permits and consents issued by the competent authorities with respect to scheme land and project are valid, subsisting in law and in force and have been obtained by following due process of law and whatever are outstanding, the same shall be obtained by following the process of law and the Vendor/ Writer/Promoter has observed at all times, laws applicable to the scheme

land, project, schedule-2 property and common areas and shall further observe the same.

5. The Vendor/Writer/Promoter has not made any Agreement to Sale and/or Development Agreement or any other agreement/ arrangement with any person or party with respect to the scheme and scheme land/schedule-2 property because of which Allottee/Purchaser would suffer any harm as per this agreement.

6. The Writer/Promoter specifies in this agreement that the Writer has not been prevented in any manner for selling the Schedule-2 property in favour of Allottee/Purchaser herein, as per present agreement.

7. At the time of executing deed when the structure shall have to be transferred and handed over to society/Association of the Allottees/Purchasers, the Writer/Promoter shall hand over lawful physical, actual, quiet possession of the common area of the structure/scheme to the Association/society of Allottees.

8. The Promoter/Organizer has paid all undisputed government dues, rates, charges, taxes and due amount, levies, charge, surcharge, damage and/or penalty and all other outer expenses, if any etc. payable to the concerned competent authority in relation to the said scheme land shall continue to pay till date of handing over possession.

9. In respect of scheme land and/or project, except as mentioned in the report of ownership rights, notice of any nature from the government, local authority/society authority or statutory act, government ordinance, notification (including attachment or acquisition of the said property) has been received nor served on the Writer /Writer/Promoter.

10. The Writer/Vendor/Promoter states by making clarification by this writing that on completing aforesaid formalities in respect of property agreed to be sold on handing over possession to the Allottee/Purchaser or receipt of completion certificate, 9 if any damage/loss is suffered due defect in structure of any nature, workmanship or quality of construction or defect arising in service provisions arising within period of 5 (five) years comes to the notice of the Allottee in such circumstances all possible defects/damage shall be rectified by the Writer/ Vendor/Promoter at own cost and if the compliance of defect is not possible in this manner then the Allottee/Purchaser is entitled to get compensation as per method specified in the Act. However, within a period of 5 (five) years from and on handing over possession or receipt of completion certificate, for compliance of any structural defect or workmanship or quality or service provision is beyond the control of the Writer/ Promoter, there will not be any responsibility of the Promoter in respect of any structural defect or workmanship or quality or service provision. Further, due to demolition/breakage or improper use of the property made by the Allottee /Purchaser or due to natural depreciation or defect is in the construction materials and in such materials/things /gadgets with respect to the implementation of maintenance schedule or guarantee/ warranty period given by the company/producer is not made in such circumstances, there will not be any responsibility of the promoter/Organizer. With specific clear cut condition, the present agreement is written.

(22) The Allottee/Purchaser self in who will receive the schedule-2 property in hand with a view to know by him/her/them, swears with the Writer/Promoter of this Deed that:

A. From the date of taking over possession of the schedule-2 property agreed to be sold, the Allottee/Purchaser shall keep the said property in best and safe condition in a tenantable position at own cost and the scheme wherein the Schedule-2 property is situated, no contrary act against the rules, regulations of the said scheme or byelaws shall be made or will not permit the same or where the schedule-2 property is situated, in the scheme and said property also any of its part, without obtaining sanction of local body, if required, change/ conversion or amendment/alteration shall not be made.

B. In the schedule -2 property so decided to be sold, not keep any hazardous, igniting or explosive substances/items of dangerous nature or heavy materials which may cause damage to the structure or construction or where the property is situated and shall not keep such things that are prevented /prohibited by the local body in the said Schedule-2 property, including entry gate, stair case, common passage or the place where the Schedule-2 property is situated in which there is a possibility of causing damage to the other structure of the property and shall keep care and caution at the time of movement of heavy/household materials and further, due to mistake, negligence and carelessness on the part of the Allottee/Purchaser the tower in which schedule-2 property is situated or in the event of damage suffering to the said property, the Purchaser/Allottee shall be responsible for the result arising from such violation and the Allottee/Purchaser shall have to bear entire expenses relating to this account.

C. In the Schedule-2 property agreed to be sold, the Allottee /Purchaser shall make entire internal repairs at own cost and keep the schedule-2 property in as is condition and circumstances which is existing at the time of handing over possession by the Writer/Promoter and the tower in which the schedule-2 is situated, in which shall not commit any act against the rules, regulations and bye-laws of other public body nor shall allow to perform the same. If the Allottee /Purchaser commits acts violating aforesaid provisions then the Allottee/Purchaser shall be responsible and liable for the same.

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D. The Schedule-2 property agreed to be sold or in any of its part cannot be demolished or permitted to collapse nor shall make change/addition or alteration in any form of its part. The tower in which the schedule-2 property is situated, no change in the external show and colour scheme shall be made or caused and not make change or alteration of any nature by way of creating hole in the property or in other manner in columns, beams, slab or RCC or other structural part without obtaining prior written permission of the Promoter and/or Society or Limited Liability Company or Competent Authority, as the case may be.

E. The Allottee/Purchaser shall not commit or cause to perform any such act in respect of scheme land or where the schedule-2 property is situated or any of its part, whereby the insurance would be cancelled or by which the higher insurance premium may have to be paid.

F. The Allottee/Purchaser shall not throw and cause to throw any dirt, rubbish, waste, scrap or other useless material on any part in compound, ground level of said scheme or any portion of scheme land or building from the Schedule-2 property.

G. If the demand for amount of security deposit is made by the concerned local authority or Government in respect of water, drainage, electricity or service connections in the Schedule-2 property in which case, when such demand is made by the Vendor/Promoter for paying amount falling at the share, the Allottee/Purchaser shall have to pay his/her/their share within 15 days to the Writer herein.

H. The purpose for which the schedule-2 property is agreed to be sold, because of making use of said property by the Allottee/ Purchaser of this deed for any other purpose, if government tax, water tax, insurance and other levies increases then the same shall be borne/paid by the Purchaser.

I. So long as the Allottee/Purchaser of this deed does not pay full amount payable under this agreement to the Writer herein, till then the Purchaser shall/cannot entrust the schedule-2 property by way of transfer, rent, lease tenure to any one.

J. All rules and regulations which are framed and prepared by the Association, Society or Service society or limited liability company or apex body or the Maintenance Agency appointed by them right from its inception for the purpose of protection and maintenance of said scheme/property in which the addition, alteration is made from time to time and shall make observance and implementation of the prevailing rules, regulations and bye-laws of the concerned local body and Government or public body relating to supervision work of the said scheme/property. All conditions and regulations relating to the use, possession of the schedule-2 property in the scheme land which may be imposed or made applicable by the Society/Association/Service Society/ limited liability company/apex body or maintenance agency appointed by them, its observance and implementation will be made and as per conditions of this agreement, shall regularly pay taxes, expenses or other outgoing expenses in time and give contribution.

K. The Allottee/Purchaser of this deed shall permit and allow the Writer/Promoter and his servants with and without representatives, workmen to enter over the scheme land or schedule-2 property or any of its part for the purpose of inspecting its condition and position.

L. For the advance money received towards meeting with the outgoing expenses, legal expenses by the Writer/Promoter herein from the Allottee/Purchaser of this **11** deed separate account shall be maintained on behalf of the Society/ Association or limited liability company or Service agency and the purpose for which amount is received, it shall be sent for such object only.

M. By any letter contained in this agreement it should not be presumed that there is an intention of consent, transfer or lawful handing over either of the Schedule-2 property or scheme land or for any of its part. There is no other right leaving and excepting that the Writer/Promoter has agreed to sell the Schedule-2 property to the Allottee/ Purchaser and as stated above so long as all open spaces, places for keeping vehicle, staircase, passage, club house, garden is not transferred, it shall be treated as property of the Writer/ Promoter.

N. In the schedule-2 property purchased by you, common parking is given and one parking shall be provided per unit in the said scheme.

O. For handing over all units situated in the said scheme shall be kept ready by the Writer/Developers for handing over to the Allottee/ Purchaser on dated _____.

P. Upon completing construction of the said scheme and after receipt of Completion Certificate making compliance of exchange as per measurements shown in the maps, the verification of the final carpet area allotted shall be made by the Allottee/Purchaser in which plus-minus up to 3% shall be acceptable to Allottee. If reduction takes place in the proposed carpet area then in such event, upon deducting amount as per measurement from total amount paid by the Allottee/ Purchaser, calculating from the date/day from which remaining amount is paid, the Promoter/Organizer has to pay such additional amount to the Allottee/Purchaser within 45 days along with calculating interest per SBI MCLR RATE + 2% and if increase is found in the proposed carpet area then the Promoter/Organizer shall demand for such additional amount before the Allottee/Purchaser as per former payment plan. This entire financial planning is to be made at the agreed average rate per Sq. Mt.

q. Whatever carpet area of the units has been shown in the said scheme by the Developers and the place where the construction of carpet area has been made, in which there will not be variation of more than 3%.

R. The said scheme/land is not mortgaged in any bank and in future, if the Developers herein mortgages the said scheme land then its intimation shall be given by the Developers to RERA.

(23) After execution of present agreement the Allottee/Purchaser should not create lease tenure nor encumbrance of any nature and if lease tenure or encumbrance is created then even any provision may be in force in the prevailing law, in spite

of the same such lease tenure or encumbrance will not affect on the right and interest of the Allottee/Purchaser, who has given or obtained consent for acquisition of the schedule2 property.

(24) **Binding effect:** By writing this agreement and sending by the Writer to the Allottee/Purchaser, both parties shall have any binding effect so long as the Allottee does not return the said agreement to the Writer along with all enclosures by making signature and making payment of due amount within 30 days as stated in the payment schedule and secondly it is not presented before the concerned Sub Registrar for registration as informed by the Vendor/Writer. If the implementation of this agreement is not made by the Allottee/Purchaser within 30 days from receipt thereof **12** and at the time when the Writer informs fails to remain present for its registration before the Sub Registrar then after, the Writer shall inform the Allottee to rectify the default, if the rectification is not made within 15 days from the receipt thereof, then the application of the Allottee shall be treated as cancelled and after deducting any amount deposited on such account shall be returned to the Allottee/Purchaser after deducting due amount under the interest or compensation or damage compensation.

(25) **Procedure of taking over possession:**

The Promoter/Organizer hereby gives written assurance that in respect of the schedule-2 property agreed to be sold, after obtaining Occupation Certificate from the competent authority or upon completing the construction of the property made by the Promoter which may be usable/tenantable, upon paying the full amount of sale consideration by the Allottee, the Promoter/Organizer by making compliance of every type of provisions, formalities or matters required for documentation required to be complied, intimating the Allottee/Purchaser by notice to take over possession of the property shall hand over the possession within 15 days. That means after obtaining Occupancy Certificate by the Promoter/Organizer or after payment of entire amount of sale consideration, upon completion of construction of the property in tenantable state, shall take steps to hand over possession of the property to the Allottee/Purchaser.

- (26) **Entire Agreement:** This agreement and with its enclosures becomes entire agreement between the parties in respect of subject matter and if any internal understanding, any other agreement, allotment letter, letter correspondence, written or oral arrangement is there between both parties in relation of schedule-2 property, it takes place of all these documents.
- (27) **Right of Amendment:** Amendment can be made in this agreement with the consent of parties only.
- (28) The provisions of this agreement shall be applicable to the Writer and Allottee of this Deed and others from time to time as and when sale is made.

It has been clearly understood by and between parties hereto that in relation of the scheme or all provisions mentioned in this deed and the liabilities arising out of the same in the case of transfer, it shall be applicable and enforceable equally in respect of future purchasers from time to time of schedule-2 property.

- (29) **Severability:** Any provision of this Agreement, rules, regulations framed there under applicable under the law and other laws are treated as cancelable or unenforceable then to the extent that such provisions which are contrary to the purpose of this agreement or law or rules and regulations made there under or are amended for requirement to follow and the remaining provisions which are applicable at the time of making this agreement shall be continue to exist and enforceable.
- (30) **Special Assurances:** Both parties agrees that over and above as per provisions made in this, for giving effect to the provisions of this agreement, to make transactions properly as stated herein or rights created or transferred or for the cause of such transactions, the document shall be executed, receipt will be given and hand over same and take all steps.

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- (31) **Place for Implementation:** The implementation of this agreement shall be treated to have taken place when in the office of the Writer or any other place, which may be decided by consent between Writer and Allottee, after this Agreement is executed duly or along with the same it is registered in the Office of the Sub Registrar, at that time, this agreement shall become enforceable, therefore, this agreement shall be treated to have been executed at Ahmedabad.

(32) The Writer and/or Allottee/Purchaser shall submit this Agreement as well as Transfer Deed, in the office of proper Sub Registrar Office, within prescribed time limit and the Writer shall remain present in such office and admit for execution thereof.

(33) Service of all types of instruction letters mentioned in this agreement shall be treated to have been served properly to the Writer and Allottee if the same are sent to the Allottee or Writer, by a Registered Post A.D. and on declared E-mail address/by certificate of posting, at the following addresses:

- 1) _____ residing at above mentioned address.
- 2) **SHREENATH INFRA**, a Partnership Firm, add: 1, Jagdamba Society, Manjalpur, Vadodara.

After execution of this agreement till executing Sale Deed, it will be the duty of the Writer and Allottee/Purchaser to inform one another by receipt of letter by Registered Post AD if there is any change in the above mentioned addresses. Upon making default in the same, upon sending/mailling all messages and letters at the aforesaid addresses, it shall be presumed that the same have been received by the Writer or Allottee/Purchaser herein.

(34) **Joint Purchasers**: In the case of joint purchasers, whose name is written first and has given his/her/their address, all messages will be sent to the said address by the Writer of this deed, which shall be treated to have been served properly to all the Writers for the object and purpose.

(35) **Stamp Duty and Registration Expenses**: The stamp duty of this agreement and registration fee, scribe fee shall be borne by the Purchaser of this agreement.

(36) **Dispute resolution**: Any dispute arising between parties shall be resolved with the mutual consent of both parties. In the case of failure to bring amicable solution of the dispute, the decision for the same shall be taken under the rules and regulations and authority of the Real Estate (Regulation and Control) Act, 2016.

(37) **Applicable Law**: The rights and regulations created from this Agreement shall be considered and enforceable as per law of India in force at the relevant time and Court at Vadodara shall have jurisdiction in relation to this Agreement. Both parties have subscribed signatures at Ahmedabad, on the above written date, in presence of witnesses.

(38) The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1103.72 square meters only and Promoter has planned to utilize Floor Space Index of 2006.76 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index 2006.76 of as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by

utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

(39) The Promoter shall give possession of the Apartment to the Allottee on or before 31-07-2025 . If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

(40) SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

Schedule-1

Description of land under the scheme.

all that piece and parcel of immovable property i.e. **Sub Plot No. 21**, approximately admeasuring 600 Sq. Yard mutated with City Survey Record being City Survey No. **14 1876**, admeasuring 502 Sq. Meter land together with old structure thereon, situated, lying being on land bearing Old Survey No. 130/2 paiki, T P Scheme No. 20, Final Plot No. 343 of Mouje Village Kochrab, in the Registration District Ahmedabad Sub Dist. Ahmedabad-4 (Paldi), TalukaPaldi,such land is belonging to independent ownership, enjoyment and possession of the Writer's Partnership Firm. It is bounded as under:

On East : Plot No. 22
On West : Plot No. 20
On North : Final Plot No. 331
On South : T P Road

Schedule-2

Description of property to be sold

In the above described land, the scheme named as “**SIDDHARTH PALLADIUM**” has been organized as per approved plans, out of the same, the property/unit of **Flat No. _____ on _____ Floor, is having Carpet area _____ Sq. Yard i.e. _____ Sq. Mtr., Balcony area of _____ Sq. Yard i.e. _____ Sq. Mtr., wash area of _____ Sq. Yard i.e. _____ Sq. Mtr., Built up area of _____ Sq. Yard i.e. _____ Sq. Mtr. as per approved map as per present site condition including undivided/proportionate land of _____ Sq. Yard i.e. _____ Sq. Mtr.** has been agreed to be sold vide present Agreement in favour of you Allottee/Purchaser herein. Its boundaries are as under:

On East : On West
:
On
North :
On South :

This Agreement to Sell has been executed by the Writer/Second part herein upon willingness, after reading, understanding, thinking, became aware of the facts, in clear mind, 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.

Signature of the Writer- The Party of Second Part:
Managing Partner/Authorized Signatory of
SHREENATH INFRA, A Partnership firm

=====

In witness.

- 1.
- 2.



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