

“SHRIPAD RESIDENCY”

FLAT NO. «BLK»-«U_No»

Agreement for Sale WITHOUT POSSESSION

AGREEMENT FOR SALE

THIS AGREEMENT made / executed at Ahmedabad this ____ day of _____, Two Thousand Seventeen BY

M/S SHRIPAD DEVELOPERS, a Partnership firm, having its registered office at Plot No 8, Nr Vishwas-7, T.P. 31, Gota, Ahmedabad [PAN: ACTFS2710G] through its authorized Partner MR. _____, Aged about ____ years, Occupation: Business, _____ residing at _____, hereinafter called “THE OWNER” and/or “THE DEVELOPER” and/or “THE VENDOR” (which expression shall unless it be repugnant to the context meaning thereof be deemed to include its partners as on the date and from time to time and the heirs and legal representatives of the last surviving partner and its successors and assigns) of the FIRST PART.

IN FAVOUR OF

(1) «PURCHASER1»

(PAN : «PAN_NO1»)

Aged «AGE1» years, Religion: - Hindu,

Occupation: Business/Service/Household

(2) «PURCHASER2»

(PAN : «PAN_NO2»)

Aged «AGE2» years, Religion: - Hindu,

Occupation: Business/Service/Household

(3) «PURCHASER3»

(PAN : «PAN_NO3»)

Aged «AGE3» years, Religion: - Hindu,

Occupation: Business/Service/Household

Having Address at: - «ADDRESS_1»

«ADDRESS_2»

«ADDRESS_3»

«ADDRESS_4»

Hereinafter called “THE PURCHASERS” or “THE INTENDED PURCHASERS” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, legal representatives, executors and successors) of the **SECOND PART**.

(A) WHEREAS the Vendor herein is absolute owner – occupier and is seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces or parcels of **Non-Agricultural land** bearing **Final Plot No. 8** admeasuring **7710 sq.mtrs** (given in lieu of Survey No. 152 admeasuring 12848 sq. mtrs) of Draft Town Planning Scheme No. 31 (Gota) situate, lying and being at **Moje Gota**, Taluka Ghatlodia [(old Taluka Ahmedabad City (west))], in the Registration District of Ahmedabad and Sub District of Ahmedabad-08 (Sola) and in the revenue record the said lands stands in the name of the Vendor herein. The said lands are more particularly described in the Schedule-1 hereunder written and shall be hereinafter collectively referred to as the said “**Project Land**” in this Agreement for Sale.

- (B) That the Vendor herein has acquired the said Project Land from its previous owners (1) Shaileshbhai Chinubhai Shah (undivided 50 % share) and (2) Gandabhai Ghelabhai Rabari (undivided 50% share) vide Sale Deed dated 25-05-2015, which is registered before Sub-Registrar at serial no. 5355 dated 25-05-2015. Mutation entry to the said effect was made in the revenue records vide entry no. 6209 dated 01-06-2015. Upon such deed, the Vendor herein has been put in quiet, vacant and peaceful possession of the said Project Land.
- (A) That as per order bearing no. CB/JAMIN-2/N.A/S.R-1627/14 dated 24-03-2015 passed by District Collector, Ahmedabad, the land bearing Final Plot No. 8 admeasuring 7710 sq. mtrs (given in lieu of Survey No. 521) of Draft Town Planning Scheme No. 31 (Gota) is granted Non-Agriculture Use permission for Residential purpose. Mutation entry to the said effect was made in the revenue records vide entry no. 6153 dated 01-04-2015.
- (C) Thereafter as per order bearing no. CB/ADM/Ta.Bi.Khe/Tatkal/Ka.65/SR-282/2015 dated 27-08-2015 passed by District Collector, Ahmedabad, the land bearing Final Plot No. 8paiki admeasuring 1000 sq. mtrs out of land admeasuring 7710 sq.mtrs is granted revised Non-Agriculture Use permission for Commercial purpose. Mutation entry to the said effect was made in the revenue records vide entry no. 6375 dated 20-11-2015.
- (B) AND WHEREAS Ahmedabad Municipal Corporation has approved plan for constructing Residential cum Commercial construction on the said **Land** vide belowstated Rajachitthi (Commencement Letter) in various Cases as stated below:

Block No	Rajachitthi No.	Case No.	Date
A+B+C	4705/020615/A4458/R0/M1	BHNTI/NWZ/020615/GDR/A4458/R0/M1	14-10-2015

Revised Plan of A+B+C	8657/020615/A4458/R1/M1	BHNTI/NWZ/020615/GDR/A4458/R1/M1	19-06-2017
D	4706/020615/A4459/R0/M1	BHNTS/NWZ/020615/GDR/A4459/R0/M1	14-10-2015
E	4707/020615/A4460/R0/M1	BHNTS/NWZ/020615/GDR/A4460/R0/M1	14-10-2015
F	4708/020615/A4461/R0/M1	BHNTS/NWZ/020615/GDR/A4461/R0/M1	14-10-2015
Society Office	4709/020615/A4462/R0/M1	BLNTI/NWZ/020615/GDR/A4462/R0/M1	14-10-2015

- (D) That as per the said approved plan the Vendor has commenced development of the said Project Land and started construction of Residential-cum-Commercial Project named “SHRIPAD RESIDENCY” (hereinafter referred to as said “**Project**”). The Project consists of 6 Blocks namely i.e. A,B,C,D, E & F and total 259 number of Residential apartments and 55 number of shops and the construction detail is as per the Development Permission issued by designated authority attached herewith as **Annexure - A**.
- (E) AND WHEREAS the Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said “Act”) and the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 (hereinafter referred to as the said “Rules”) with the Real Estate Regulatory Authority at Ahmedabad (hereinafter referred to as the said “Authority”) and the said Authority has issued a Registration Certificate of Project dated ____ bearing reference no. _____. A copy of the said Registration Certificate is annexed herewith at **Annexure - B**.
- (F) In the said project known as “SHRIPAD RESIDENCY”, the Purchaser herein has expressed their desire for purchasing a

residential apartment and the VENDOR has agreed to sell **Flat** Apartment/Unit bearing **No.** ____ situated on the ____ **Floor** of **Block** ____, admeasuring about ____ **Sq. mtrs carpet area** **(i.e.** Built-up area admeasuring about _____ sq.mtrs as per approved plans) in “SHRIPAD RESIDENCY”, hereinafter referred to as the “said Property / Apartment” in this Agreement for Sale and more particularly described in the Schedule- II hereunder written. The detail of the carpet area (as per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the Purchaser) to the said Property is as follows:

Unit No	Carpet Area Sq. mtrs.	Balcony Area Sq. mtrs.	Wash area (sq.mtrs)	Terrace area

The Purchaser is satisfied with the above carpet area and has no disputes in this regards. It is further clarified that the area of architectural projections is not included in the above area table.

(G) AND WHEREAS, prior to the execution of this Agreement for Sale, the Vendor has given to the Purchaser copies of all the title documents relating to the Project Land, Title Certificate, copies of sanctioned plans and development permission issued by the authority, copy of N. A. Use permission, copies of the plans, project specifications and such other documents as are specified under the said Act. The Purchaser have themselves and through their Advocates/Consultants verified all details and documents and the Purchaser is fully satisfied about the right, title and interest of the Vendor with respect to the said Project Land on which the Project “SHRIPAD RESIDENCY” is being constructed and regarding the permissions obtained by the Vendor and in future the Purchaser shall not raise any dispute/objection in respect of

the same. The Purchaser has also verified the documents filed/uploaded by the Vendor with the said Authority and is satisfied with the same.

(H) The Vendor and Purchaser have negotiated for the sale of the said Apartment belonging to the Vendor and more particularly described in the Schedule II written hereunder and as a result thereof, the Vendor has agreed to sell and the Purchaser has agreed to purchase the said Apartment on the terms and conditions appearing hereinafter.

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

1. RECITALS PART OF THE AGREEMENT:
The Parties hereby agree and confirm that all the recitals of this Agreement form and integral part of this Agreement and shall be read accordingly.
2. SALE AND PURCHASE OF APARTMENT AND PAYMENT OF PURCHASE CONSIDERATION:

2.1 The Purchaser is/are desirous of purchasing and acquiring from the Vendor, on what is commonly known as 'ownership basis', an Apartment/Flat bearing no. ____, situated on the ____ Floor of ____ Block (Flat No. ____ on the ____ Floor of ____ Block as per approved plan) having Carpet Area of ____ Sq. Mtrs. (having built up area admeasuring about ____ sq.mtrs as per approved plan), together with use and exclusive possession of:

(i) Balcony area admeasuring ____ sq. mtrs.
(ii) Wash area admeasuring abut ____ sq.mtrs (if exclusively given)

		No./NEFT No.		
1.				
2.				
3.				
		Being TDS deducted @ 1% as per the provisions of the Income Tax Act.		
	Total:			

2.4 The Purchaser hereby covenants and represents that they shall pay the balance amount of Purchase Consideration to the Vendor in the following installments, time being the essence of this Agreement:

Sr. No.	Amount	Payable on or before:

2.5 It is agreed between the parties that the Purchase Consideration is exclusive of any taxes like Government or Semi-Government taxes, AMC Charges, Torrent Power cost, Legal charges, levies, cesses, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, and payable in respect of the said Apartment or howsoever arising from the transaction contemplated herein to any Government Authority. Any and all taxes, that is service tax, value added tax (VAT), GST or Stamp Duty, registration fees, or any tax, levy or imposts etc. arising from sale or transfer of the said Apartment to the Purchaser or the transaction contemplated herein shall be borne and paid by the Purchaser or reimbursed by the Purchaser within 7 days of demand raised by way of Notice by the Vendor to the Purchaser.

2.6 The Purchase Consideration is escalation-free, save and except escalations/increases, due to increase on account of

development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time or on account of any additional fixture/facility (other than standard fixtures provided by the Vendor) demanded by the Purchaser in the said Property. The Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser.

- 2.7 The Purchaser shall pay to the Vendor the installments of Purchase Consideration mentioned herein above or any other dues under this Agreement on their respective due dates without demand being made. Provided further that in case the due date is to be reckoned with some event, then Purchase Consideration shall be payable by the Purchaser within 7 days upon intimation/Notice by the Vendor of the occurrence of such event and the liability to pay such amount.
- 2.8 The Purchaser agree(s) that payment of the amounts by the Purchaser to the Vendor under this Agreement are required to be paid on respective due date, the time being essence of contract and any default by the Purchaser in this regard shall entitle the Vendor to enforce default remedies as set out hereunder.
- 2.9 The Purchaser authorizes the Vendor to adjust/appropriate all payments made by the Purchaser under any head(s) and in any order as the Vendor may deem fit and proper against any

outstanding dues of the Purchaser under this Agreement and the Purchaser shall not raise any dispute in this regard.

2.10 Default by the Purchaser in payment of any charges as per clause 3 / outgoing and taxes shall be default under this Agreement and entail the Vendor to enforce default remedies as provided herein or seek the remedies under the said Act or under any other laws.

2.11 The Vendor shall confirm the final carpet area of the Apartment that has been agreed to be purchased by the Purchaser after the construction of the Building or Block in which the Apartment is located is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. If the variation in carpet area of Apartment is more than 3% then the Purchase Consideration payable for the carpet area shall be recalculated upon confirmation by the Vendor. If there is any reduction in the carpet area of more than 3%, then Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of 6%, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area of more than 3% of the Apartment then the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2.2 of this Agreement.

3. OTHER CHARGES PAYABLE BY THE PURCHASER:

3.1 The Vendor shall form a Society or Association or Company (hereinafter referred to as "Management Body") for the effective management and maintenance of the common

areas and facilities to be provided in the said Project. The Purchaser herein along with other purchaser(s) of Apartments and Shops in the Project shall join in forming and registering the Management Body to be known by such name as the Vendor may decide and for the Purchaser shall, for the purpose of formation of such Management Body, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Management Body, including the bye-laws of the proposed Management Body and duly fill in, sign and return to the Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the Management Body. The Purchaser shall not raise any objection if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Purchaser further agrees that he/she/it/they shall observe and follow the rules and regulations of the Management Body from time to time and shall regularly pay the common expenses and maintenance charges every month as well as any lump sum amount as may be decided by the said management body for operation and maintenance of common facilities and amenities of the Project.

3.2 In addition to the Purchase Consideration mentioned hereinabove, the Purchaser shall also be liable to pay the following amount by way of charges or deposits:

Sr. No.	Amount (in Rupees)	Purpose
1.	Rs. _____/-	For purchasing necessary shares of the Management

		Body.
2.	Rs. _____/-	Towards Maintenance Deposit
3	Rs _____/-	Towards Maintenance Charges (for the period of 1 year)
Total:		

The Purchaser shall bear any GST or any tax payable on the abovementioned amounts. The abovementioned Maintenance deposit shall be transferred by the Vendor in the name of the Management Body as and when it is formed and functional. The Vendor shall not pay any interest on the aforesaid amount. The Maintenance charges collected by the Vendor shall be utilized by the Vendor for the common expenses of the Project and for the maintenance of common amenities and up-keep of common areas and facilities. The balance amount of maintenance charges shall be transferred by the Vendor without any interest to the Management Body as and when the Management Body takes over the maintenance of the Project.

- 3.3 The Purchaser hereby agrees that he/she/it/they shall also be liable to pay the Purchaser's share of stamp duty and registration fees payable for transfer of title in common areas in the Project in favour of the Management Body. If the Purchaser fails to pay such amount, then it shall be deducted proportionately from the Maintenance Deposit paid by the Purchaser to the Management Body.
- 3.4 The said Project SHRIPAD RESIDENCY consists of 55 shops and 259 Apartments of different area and it might happen that all the shops and apartments may not be sold or put to use immediately after B. U. Permission as a result of which the

expenses and burden for maintenance of the entire Project may fall upon the unit purchasers who have started using their premises in “SHRIPAD RESIDENCY”. Hence it is hereby agreed between the Parties that for the proper management and maintenance of the Project, the Vendor or its nominated agency shall maintain the Project free of cost for an initial period of **12 months** from the date of Building Use Permission in spite of the Management Body being formed and the title of the common areas and facilities in the Project being transferred to the Management Body as per the provisions of the said Act. The Purchaser shall not raise any dispute/objection in regard in future. The Purchaser agrees that after expiry of **12 months** period from B. U. Permission, the Purchaser shall be liable to pay such amount as annual/monthly Maintenance as may be decided by the said Management Body for maintenance. The Purchaser shall not be entitled to use and demand any services and facilities from the Management Body if they have committed default in payment of maintenance charges.

- 3.5 Over and above the amounts mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said Apartment shall pay to the Vendor or Management Body such proportionate share of the outgoings as may be determined by the Vendor and which are not covered in any other provisions of this agreement.
- 3.6 The Purchaser shall, prior to the execution of Sale Deed, be liable to pay all Other Charges mentioned in clause 3 within 7 days upon intimation/Notice by the Vendor of the liability to pay such amount.

4. POSSESSION AND CONVEYANCE DEED:

- 4.1 The Vendor shall complete the Project and obtain Building Use Permission on or before _____, subject to Force Majeure conditions.
- 4.2 "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of the Vendor which cannot (a) by the exercise of reasonable diligence or (b) despite the adoption of reasonable prevention and/or alternative measures, be prevented or caused to be prevented and which adversely affects the Vendor's ability to perform its obligations under this Agreement, which shall include but not be limited to:
- (i) Act of God e.g. fire, drought, flood, earthquake, epidemics, natural disasters; or
 - (ii) Explosions or accidents, air crashes, act of terrorism; or
 - (iii) Strikes or lock outs, industrial disputes; or
 - (iv) Non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, shortage of labour or other intermediaries or due to any reason whatsoever; or
 - (v) War and hostilities of war, riots, bandh or civil commotion; or
 - (vi) The amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricted Vendor from complying with any or all the terms and conditions as agreed under this Agreement; or
 - (vii) Any legislation order or rule or regulation made or issued by the Govt. or any other authority or, if any competent authority(ies) refuses, delays withholds, denies the grant of necessary approvals for the said building / said Project or; if any matters, issues relating to such approvals, permissions, notices, notifications, by the competent authority(ies) become subject matter any

suit / writ before a competent court or; for any reason whatsoever; or

(viii) Any event or circumstances analogous to the foregoing.

- 4.3 Upon receipt of the Building Use Permission, the Vendor shall send a Notice to the Purchaser requiring him to make payment of all outstanding amounts payable under this Agreement within 7 days of receipt of Notice and upon such payment being made, the Vendor shall handover possession of the said Apartment to the Purchaser simultaneously upon execution and registration of conveyance/sale deed of said Apartment in favour of the Purchaser.
- 4.4 The Purchaser shall take possession of the Apartment within 15 days of the receipt of written notice from the Vendor to the Purchaser intimating that the said Apartment is ready for use and occupancy. The Purchaser shall execute necessary sale/conveyance deed and other documentation as may be drafted by the Vendor's Advocate / Solicitor. In case the Purchaser fails to take possession within 15 days of the receipt of written notice from the Vendor to the Purchaser intimating that the said Apartment is ready for use and occupancy, the Purchaser shall pay "Holding Charges" as may be fixed by the VENDOR and shall continue to be liable to pay maintenance charges, municipal taxes, proportionate land revenue, water taxes, electricity charges etc. as applicable.
- 4.5 It is agreed between the parties that in the conveyance deed/sale deed to be executed between the parties shall be as per the draft uploaded by the VENDOR on the website of the said Authority. The PURCHASER has verified the said draft and is satisfied with the same. Additional terms and condition may be incorporated or the present terms and conditions may be modified as may be required as per the provisions of Real

Estate (Regulation and Development) Act, 2016 or any other law for the time being in force or rules framed there under.

5. DELAY INTEREST AND TERMINATION:

- 5.1 If the Vendor fails to abide by the time schedule for completing the Project and handing over the Apartment to the Purchaser, except in Force Majeure condition, then the Vendor agrees to pay to the Purchaser who does not intend to withdraw, interest @ 6% per annum, on all the amounts paid by the Purchaser, for every month of delay, till the date of obtaining the Building Use Permission of the Project.
- 5.2 The Purchaser shall have a right to cancel this Agreement for Sale and withdraw from the Project if the Vendor fails to complete the Project within the time limit mentioned hereinabove (except delay due to Force Majeure conditions) and only in such circumstance, the Vendor shall repay all amounts paid by the Purchaser along with interest @ 6% per annum calculated from the date of receipt of each installment. Other than this the Purchaser shall not have any right to withdraw from or cancel this Agreement for sale.
- 5.3 If the Purchaser makes any delay in payment of any installment of Purchase Consideration and/or makes delay in payment of any other amounts payable under this Agreement, then notwithstanding or without prejudice to the Vendor's right of termination of this Agreement, the Purchaser shall be liable to pay interest @ 6% per annum on all delayed payments from the date on which the amount became due and payable under this Agreement till the date it is actually paid. The Vendor shall, under such circumstances, be entitled to withhold the delivery of possession of the Property to the Purchaser until entire dues are not paid by the Purchaser.
- 5.4 Without prejudice to the Vendor's right to demand interest for delayed payments from the Purchaser as stated in clause 5.3,

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the Vendor shall also be entitled to terminate this Agreement unilaterally if the Purchaser commits defaults in payment of any amount (including payment of any taxes, interest) due and payable by the Purchaser to the Vendor under this Agreement and any such amount along with interest remains unpaid for a period of 2 (two) months from the date on which such amount (including interest) became due and payable.

Provided that, Vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and/or mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, Vendor shall be entitled to terminate this Agreement unilaterally. The Vendor may record the termination / cancellation of this Agreement by preparing a Deed of Termination / Cancellation and execute the same and/or get it registered with the appropriate Sub Registrar and with any other concerned authority under the applicable laws. Such Deed of Termination / Cancellation shall be binding upon the Purchaser with the same spirit and intention as if such Memorandum was executed by the Purchaser. The cost, charges and expenses incurred relating to the same by the Vendor shall be to the account of the Purchaser and the Purchaser shall be liable to pay and reimburse the same immediately on demand by the Vendor.

Provided further that upon such termination of this Agreement by the Vendor, the Vendor shall be entitled to deduct as liquidated damages, 50% of the total Purchase Consideration from the amount received from the Purchaser. If the installments of Purchase Consideration paid till then by

Purchaser are less than 50% of the Consideration, then Purchaser shall be required to pay to Vendor, and Vendor will be entitled to recover the balance amount from the Purchaser and Purchaser shall pay the same to Vendor within a period of 30 days of termination. Any refund of money due to the Purchaser after deductions as per above shall be made by the Vendor within 30 days from such termination.

Provided further that upon such termination of this Agreement by the Vendor, the Purchaser shall not be entitled to claim any right title or interest in the said Apartment/Property and the Vendor shall be entitled to sell or in any other manner transfer or dispose-off the said Apartment/property to any third party/(ies) or such person(s) in such manner and at such terms and conditions as may be deemed fit and proper by the Vendor in its absolute discretion without any reference to and/or consent or concurrence of the Purchaser.

6. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

- 6.1 The Vendor has clear and marketable title with respect to the Project Land subject to what is stated in the Title Report issued by Solicitor M/s. Jan& Co, Ahmedabad dated _____ and the Vendor has the requisite permissions from local authorities to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project.
- 6.2 The Vendor assures the Purchaser that the Vendor has not obtained any loan from any financial institutions and it has not created any charge over the said Project Land.
- 6.4 The Vendor has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement.

- 6.5 The Vendor has duly paid and shall continue to pay and discharge governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the time Building Use Permission is not obtained.
- 6.6 No notice from the Government or any other local body for acquisition or requisition has been received or served upon the Vendor in respect of the Project Land and/or the Project.
- 6.7 The Vendor shall provide the fixtures and fittings with regard to the flooring, sanitary fittings, lifts, etc. as set out in Annexure D, annexed hereto. It is to be noted that the said specifications are subject to change due to reasons beyond the control of the Vendor. Also the specifications as mentioned in the annexure are basic in nature and there may be some changes in the colour, design, pattern, texture etc.
- 6.8 The VENDOR has provided vehicle parking spaces in the Project as per the provisions of the prevalent General Development Control Regulations. The PURCHASERS hereby are aware and unequivocally agree, consent and confirm that the PURCHASERS and their family members shall park their vehicles only in their allotted/designated parking area and they shall not be entitled to park in visitor parking area or allotted parking area of any other member of the Project. All parking areas in the Project (in hollow plinth, margins or basement) are on allotment basis and allotment rights are solely with the Management Body which shall be regulated by the Management Body in consultation with the VENDOR. The Purchasers hereby agree to abide by the parking allotment arrangements made by the Management Body / VENDOR and not to raise any dispute with regards to the same in the future. The VENDOR/ Management Body shall be entitled to take strict action against the PURCHASER, including imposition

of fine, if they don't follow the parking rules. The PURCHASERS are aware that for purpose of better safety and security of premises and convenience to owners/end users, the entry/movement of heavy vehicles shall not be permitted inside the Project. The Purchaser of commercial units and their employees/ agents/ visitors shall not be entitled to park their vehicles in the parking space demarcated for residential flat owners.

6.9 If within a period of five years from date of Building Use Permission, the Purchaser brings to the notice of the Vendor any structural defect in the Apartment or the building in which the Apartment is located or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Vendor at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation equal to cost to cure / rectify such defect. Provided that the Vendor shall not be liable to rectify any defect or for payment of any compensation in the following cases:

- a. If the cause of any such defect is not attributable to the **VENDOR** or are beyond the control of the **VENDOR**; or
- b. In case of natural wear-and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- c. **VENDOR** shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers or the supplier; or
- d. In case where guarantees and warranties are provided by the product suppliers or service vendors, the same shall be extended to the **PURCHASER** and to honour such

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warranties and guarantees shall be at the sole discretion of the party providing the same. Further where the manufacturer guarantee/warranty as provided by the party ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the **PURCHASER/Management Body**, the **VENDOR** shall not be responsible for any defects occurring due to the same.; or

- e. The **Management Body** or the individual Purchaser shall adhere to maintenance schedule as prescribed by the manufacturer/**VENDOR**.
- f. If the **PURCHASER** has defaulted in any of its representations or warranties as mentioned in this agreement.
- g. The **PURCHASER** shall not carry out any alterations of any nature in the said Unit which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in leakage/seepage of the water. If any of such works are carried out without the written consent of the **VENDOR** then the defect liability automatically shall become void.
- h. That the **Purchaser** has been made aware and he expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature

and which shall not be deemed to be structural/workmanship defects.

- i. It is expressly agreed that before any liability of defect is claimed by or on behalf of the **Purchaser**, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

6.10 As per the provisions of the said Act, the Vendor shall transfer the title of the common areas in the Project to the Management Body and shall handover peaceful possession of the same to the Management Body.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER:

- 7.1 The Purchaser shall regularly pay all amounts (including interest) payable under this Agreement.
- 7.2 The Purchaser shall use the said Apartment or any part thereof or permit the same to be used only for residential purpose. The Purchaser shall use the parking space only for purpose of keeping or parking passenger vehicle.
- 7.3 7.4 The Purchaser agree that though they shall become free, independent and absolute owners of the said Apartment, the said Apartment shall be used, occupied and transferred by them as per rules and regulations that shall be framed by said Management Body.
- 7.5 The Purchaser is aware that the other units situated in the Project shall be transferred to other purchasers in future, and

agreements and Sale deeds/ Conveyance Deed will be made in favour of such other purchasers. The Purchaser is made aware that the Apartment bearing nos. _____ shall have exclusive terrace rights with respect to terraces located adjoining to their apartments and the purchaser/occupiers of such apartments shall be granted exclusive usage and ownership rights in such terraces however they shall not make any permanent construction thereon. The remaining terraces above each block (except exclusive terrace rights mentioned above), including terraces located above the above referred apartments shall be common terrace where no temporary or permanent construction shall be permissible and shall always be kept open. The Purchaser is also aware that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein. It is agreed that the Purchaser will be entitled to use and enjoy the undivided common facilities only after and upon payment of necessary charges/fees and by becoming member of proposed Management Body.

- 7.6 To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- 7.7 Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is

objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

7.8 The Purchaser shall at his own cost carry out all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

7.9 Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns,

beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor and/or the Management Body.

- 7.10 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 7.11 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- 7.12 The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up and without the prior written consent of the Vendor.
- 7.13 The Purchaser shall observe and perform all the rules and regulations which the Management Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Management Body regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 7.14 The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable

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

- 7.15 The Purchaser does not get any right, title or interest in the said Property by virtue of this Agreement for Sale. The titles of the said Property shall be transferred to the Purchaser only after payment of full and final consideration amount (including all aforesaid charges) and upon execution of final sale deed in favour of the Purchaser. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/Property or of the said Project Land lot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, common amenities, facilities and areas, will remain the property of the Vendor until the same is transferred as hereinbefore mentioned.
- 7.16 The residual or unutilized or additional FSI with respect to the said Project Land shall always belong to the Vendor. The Vendor alone shall be entitled to use the residual or unutilized or additional FSI on the said Project Land by constructing additional floors/buildings or the Vendor may use such residual or unutilized or additional FSI at any other location or the Vendor may sell or in any other manner transfer such residual or unutilized or additional FSI to any third party. It is also agreed by the Purchaser that even after the Management Body has been formed with respect to the said Project, the Vendor

alone shall be entitled to retain full right and authority to use or sell such residual or unutilized or additional FSI.

- 7.17 The Purchaser hereby acknowledges that even after the Management Body has been formed with respect to the said Project, the Vendor shall be entitled to sell or in any other manner transfer the un-sold apartment(s) in the said Project to any third party on such terms and conditions as it may deem fit and such purchaser/transferee of un-sold apartments shall be entitled to become member of the Management Body and use all common areas and facilities in the Project at par with other unit purchasers/occupiers.
- 7.18 The approved layout/plans shown to the Purchaser at the time of signing of this Agreement is subject to change / variation / modification by Vendor. The Purchaser accepts that the layout/plans shown to him/her at the time of signing of this Agreement can be changed, modified, varied by the Vendor from time to time in absolute discretion of the Vendor for any reasons whatsoever including the reason of market conditions, market demand and / or requirements of Development Control Regulations. The Purchaser has also been given the Brochure of the Project which also describes the Project. However, the said Brochure is only for illustrative purposes and is not to be construed as a binding legal document. The images shown in the brochure are computer stimulated representations and are subject to error and omissions. The furniture and fixtures shown in the brochure are only for illustrative purpose and do not form a part of the standard product. The Vendor reserves the right to make changes/alterations in the actual construction at site or in specifications or amenities of the Project as may be suggested by the Architect or Engineer of the Project. It is agreed by the Purchaser that the Vendor shall also be entitled to carry out any change / modification and / or variation in

the approved layout in any other manner as may be required by the Vendor for consumption of full FSI available from time to time. The Purchaser hereby gives his irrevocable consent for any change/modification/variation in the layout/ plans/ amenities/ specifications of the Project and the Purchaser waives his right to inspect/demand inspection of any such change/modification/variation, provided such changes or modifications in layout/plans do not adversely affect or alter the said Property.

7.19 The Purchaser hereby covenants that it shall not raise any objections against inclusions/exclusions of any type of legally permissible construction/ development being made in the SHRIPAD RESIDENCY Project. The Purchaser hereby covenants that the Vendor shall be entitled to develop the said SHRIPAD RESIDENCY project without any hindrance, objection or requisition from the Purchaser notwithstanding any perceived or actual nuisance or inconvenience that may be caused owing to the construction work. Further, the Purchaser covenants with the Vendor that the Vendor shall be entitled to undertake construction and develop the Shripad Residency Project in the manner it desires and the Purchaser shall extend all the co-operation to the Vendor for the same.

7.20 The Purchaser represent that they have read and understood and are completely satisfied with the specifications, plans, lay out, brochures, approvals, title of the said Project Land and the said Property, price and the manner in which the Vendor proposes to develop the said Property.

7.21 The Purchaser will have to bear any Betterment charges or AMC/ Government related charges/levies and deposits / charges for drainage or water or gas /utility connections and any town planning related charges that may come up in the future from time to time before or after the Sale Deed.

- 7.22 The Purchaser will bear and pay all present and future, applicable charges, property / municipal taxes, cess, betterment charges, etc. payable to the Central Government, State Government, AMC and/or local authorities after the date of Building Use permission in respect of the Said Property.
- 7.23 If the Purchaser shall desire to obtain housing loan from any financial institution / bank (the "Institution") to be disbursed as per progress of the work or otherwise, and payable by the Institution directly to the Vendor, the Purchaser hereby give consent / permission for the same. The Vendor will be entitled to claim and receive such payment directly from the Institution and the Purchaser hereby gives irrevocable consent for the same to Vendor and Institution. Such disbursements made by the Institution to the Vendor shall be debited by Institution to housing loan account of Purchaser and to be received by Vendor towards the Consideration and other amounts to be received under this Agreement.
8. BINDING EFFECT
- Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Vendor. If the Purchase fails to execute and deliver to the Vendor this Agreement within 15 (fifteen) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the

date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest after deducting an amount of Rs. 5,00,000/- or 5% of the total purchase consideration, whichever is less, as administrative charges.

9. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ plot/ building, as the case may be.

10. RIGHT TO AMEND

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

11. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

12. SEVERABILITY

The Model form of Agreement for Sale proposed by the Government of Gujarat under the Rules framed by it under the said Act has been modified to incorporate the agreement and terms agreed upon between the Vendor and Purchaser, being this Agreement. The parties hereto accept the same. 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.

13. NOTICES

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

Name of Purchaser
(Purchaser’s Address) Notified Email ID:

M/s Vendor name
(Vendor Address) Notified Email ID:

It shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by

Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.

14. JOINT PURCHASERS

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

15. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Ahmedabad will have the jurisdiction for this Agreement

16. STAMP DUTY AND REGISTRATION FEES:

The expenses for Stamp Duty, Additional Stamp Duty, Registration Fees, other applicable government taxes, Miscellaneous expenses, etc in respect of this Agreement for Sale and deed of Conveyance shall be borne by the **PURCHASER** alone. Further if the said agreement is required to be cancelled in any manner then all the expenses for the same shall also be borne by the **PURCHASER** only.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE-I

(Description of the Said Project Land)

All those pieces or parcel **Non-Agricultural land** bearing **Final Plot No. 8** admeasuring **7710 sq.mtrs** (given in lieu of Survey No. 152 admeasuring 12848 sq. mtrs) of Draft Town Planning Scheme No. 31 (Gota) situate, lying and being at **Moje Gota**, Taluka Ghatlodia [(old Taluka Ahmedabad City (west))], in the Registration District of Ahmedabad and Sub District of Ahmedabad-08 (Sola). The said Project Land is bounded as follows:-

- On the East by :
- On the West by :
- On the North by :
- On the South by :

SCHEDULE-II

(Description of FLAT agreed to be sold to Purchasers under these presents)

All that **Property** being Apartment bearing **Unit No.** _____ on the _____ **Floor** of **Block No.** _____ admeasuring about _____ **Sq. Mtrs.** Carpet area (i.e. Built up area admeasuring about _____ **Sq. Mtrs.** as per approved plan) in a Project known named and identified as **“SHRIPAD RESIDENCY” SCHEME** together with proportionate undivided impartible right of land admeasuring about _____ sq.mtrs in the land described in the First Schedule hereunder written, also together with rights and responsibilities in common with other occupiers in or upon common amenities and facilities provided in the said ‘SHRIPAD RESIDENCY’ Scheme/Project. The detail of the carpet area (As per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the PURCHASER) to the said Property is as follows:

Unit No	Carpet Area Sq mtr	Balcony Area Sq mtr	Wash Area Sq mtr	Terrace Area Sq mtr

Commented [HJ1]: For shops this needs to be deleted.

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The said Unit is bounded as under:

On or towards East :

On or towards West :

On or towards North :

On or towards South :

SCHEDULE – III
(Description of Common Areas Facilities)

ANNEXURE A
DEVELOPMENT PERMISSION

ANNEXURE B
RERA REGISTRATION CERTIFICATE

ANNEXURE C
UNIT AREA PLAN

ANNEXURE D
DETAILS OF SPECIFICATIONS

SIGNED SEALED AND DELIVERED
by the within named **THEVENDOR**

M/S SHRIPAD DEVELOPERS, a Partnership firm through its authorized partner Shri

in the presence of:-

1. _____

2. _____

[35]



SCHEDULE OF REGISTRATION ACT SECTION – 32 A

THE VENDOR

:

M/S SHRIPAD DEVELOPERS, a Partnership firm

through its Power of Attorney Holder Shri

THE PURCHASERS

:

[1]

«PURCHASER1»

[2]

«PURCHASER2»

[3]

«PURCHASER3»