AGREEMENT TO SELL

OF

Unit No [•], Phase - 2, Pratham Meadows, Bhayli, Vadodara

Consideration: Rs.: [•]

This	Agreement	made	at	Vadodara	thisday	of	in	the	year	Two
Thou	sand and									

BETWEEN

ALLOTTEES/S:

- 1. «Name of the legal owner 1» aged: adult, occupation:

 «Occupation of legal owner 1» residing at:

 «House numberlegal owner 1», «Colegal owner 1»

 «STREET1legal owner 1», «STREET2legal owner 1», «STREET3legal owner 1», «STREET3legal owner 1», «Statelegal owner 1», «Countrylegal owner 1» PAN No. «PAN_Nolegal_owner_1» and Aadhar Card No. [•]
- 2. <u>«Name of the legal owner 2» aged: adult, occupation:</u>
 <u>«Occupation of legal owner 2»</u> residing at:
 <u>«House numberlegal owner 2»,«COlegal owner 2»</u>
 <u>«STREET1legal owner 2»,«STREET2legal owner 2»,«STREET3legal owner 2»,«STREET3legal owner 2»,«STREET3legal owner 2»,«Statelegal owner 2»,«COuntrylegal owner 2», PAN No. «PAN_NOlegal_owner_2» and Aadhar Card No. [•]</u>

3. «Name_of_the_legal_owner_3» aged: adult, occupation: «Occupation of legal owner 3» _residing «House_numberlegal_owner_3» «COlegal_owner_3» «STREET1legal_owner_3» «STREET2legal_owner_3» «STREET3legal_owner_2» «CITYlegal_owner_3» «POSTCODElegal_owner_3» «Statelegal_owner_3» «Countrylegal_owner_3» PAN No «PAN_NOlegal_owner__3» and Aadhar Card No. [•] **4.** «Name_of_the_legal_owner_4» aged: adult, occupation: «Occupation of legal owner 4» _residing «House_numberlegal_owner_4» «COlegal_owner_4» «STREET1legal_owner_4» «STREET2legal_owner_4» «STREET3legal_owner_4» «CITYlegal owner 4» «POSTCODElegal_owner_4» «Statelegal_owner_4» «Countrylegal_owner_4» PAN No «PAN_NOlegal_owner__4» and Aadhar Card No. [•] «Name_of_the_legal_owner_5» aged: adult, «Occupation of legal owner 5» residing «House_numberlegal_owner_5» «COlegal_owner_5» «STREET1legal_owner_5» «STREET2legal_owner_5» «STREET3legal_owner_5» «CITYlegal_owner_5» «POSTCODElegal_owner_5» «Statelegal_owner_5» «Countrylegal_owner_5» PAN No «PAN_NOlegal_owner__5» and Aadhar Card No. [•] 6. «Name_of_the_legal_owner_6» aged: adult, occupation: «Name_of_the_legal_owner_6» residing at: «House_numberlegal_owner_6» «COlegal owner 6» «STREET1legal_owner_6» «STREET2legal_owner_6» «STREET3legal_owner_6» «CITYlegal_owner_6» «POSTCODElegal_owner_6» «Statelegal_owner_6» «Countrylegal_owner_6» PAN No «PAN_NOlegal_owner__6» and Aadhar Card No. [●]

(Hereinafter in this agreement, referred to as the "ALLOTTEE/S" or "PARTY OF THE FIRST PART", which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to mean and include his/her/their heirs, executors, assigns, administrators, legal representatives etc; of the ALLOTTEE/S).

AND

LANDOWNERS

 SHRI CHANDRAKANT JAYANTILAL DOSHI, Aged: Adult, Residing at Pratham, Makrand Desai Road, Gotri, Vadodara-390007 in his individual capacity and as partner of M/s. PRATHAM PROPERITES. PAN No.: AAZPD0178P through his Power of attorney holder SHRI JAYANT SHANTILAL SANGHVI Aged: Adult, Residing at Pratham, Makrand Desai Road, Gotri, Vadodara-390007. PAN No. ANRPS3651F.

- SHRI KRUPESH NARHARIBHAI PATEL, Aged: Adult, Residing at 15, Parishram Society, Subhanpura, Vadodara-390023. PAN No.: ADHPP6422B, through his Power of attorney holder SHRI JAYANT SHANTILAL SANGHVI Aged: Adult, Residing at Pratham, Makrand Desai Road, Gotri, Vadodara-390007. PAN No. ANRPS3651F.
- 3. SHRI MUKUND MANUBHAI PATEL, Aged: Adult, Residing at Manusmruti Building B/h. Karelibaug Post Office, Vadodara-390018. PAN No.: ACZPP3935E, through his Power of attorney holder SHRI JAYANT SHANTILAL SANGHVI Aged: Adult, Residing at Pratham, Makrand Desai Road, Gotri, Vadodara-390007. PAN No. ANRPS3651F.

Hereinafter in this agreement, referred to as the "LANDOWNERS" OR "PARTY OF THE SECOND PART", which expression shall, wherever the context permits, be deemed to mean and include, the heirs, executors, assigns, legal representatives, and administrators, of the PARTY OF THE SECOND PART.

AND

DEVELOPERS / PROMOTERS:

M/s. PRATHAM PROPERTIES, A Partnership Firm, registered under the Partnership Act, 1932, having its office at: Pratham, Makrand Desai Road, Gotri, Vadodara-390007, through its Managing Partner – SHRI JAYANT SHANTILAL SANGHVI, Aged: Adult, Occupation: Business, Residing at: Pratham, Makrand Desai Road, Gotri, Vadodara-390007. PAN No.: AAHFP5012C.

Hereinafter in this agreement, referred to as the "DEVELOPERS" OR "PROMOTERS" "PARTY OF THE THIRD PART", which expression shall, wherever the context permits, be deemed to mean and include, the assigns, representatives, subsidiary and holding Companies, of the PARTY OF THE THIRD PART.

AND

CONFIRMING PARTY

M/s. MONALI DEVELOPERS, A Partnership Firm, having its office at: "Gokul Bunglows", Near Inox Multiplex, Race Course, VADODARA, through its Partner – SHRI NATUBHAI SOMABHAI PATEL, Aged: Adult, Occupation: Business, Residing at: Vadodara. PAN No.: AACFM9086E, through his Power of attorney holder SHRI JAYANT SHANTILAL SANGHVI Aged: Adult, Residing at Pratham, Makrand Desai Road, Gotri, Vadodara-390007. PAN No. ANRPS3651F,

Hereinafter in this agreement, referred to as the "CONFIRMING PARTY" OR "PARTY OF THE FOURTH PART", which expression shall, wherever the context permits, be deemed to mean and include, the assigns, representatives, subsidiary and holding Companies, of the PARTY OF THE FOURTH PART.

WHEREAS:

The lands bearing **Block No. 1746 Paiki & 1757/2** of Village Bhayli, Registration District Vadodara, Sub-registration District Vadodara owned by the LANDOWNERS as described above admeasuring sq. mt. in aggregate and more particularly defined in **Schedule 1** are hereinafter referred to as the "**Total Land**" for the sake of brevity.

The District Development Officer, Vadodara, has vide his order No. LND/SR-1/98/2006-2007 dated 25-09-07, granted permission for non-agricultural use of the land measuring Block No. 1746 Paiki, 1757/2.

From the LANDOWNERS, two Landowners, Shri Krupesh Narharibhai Patel & Shri Mukundbhai Manubhai Patel had executed Agreement to Sale dated 02-07-07 of the Said Lands in favour of CONFIRMINGPARTY and later with the consent of CONFIRMING PARTY they executed Agreement to Sale dated 16-09-08, duly registered under the Sr. No. 10260 in favour of M/s. Pratham Properties. Afterwards they have granted Development Rights in favour of M/s. Pratham Properties vide Development Rights Agreement dated 27-10-2008, duly registered under the Sr. No. 11636 of the Said Block No. 1746 Paiki having Revenue Survey No. 2532 Paiki, Block No. 1754 having Revenue Survey No. 2561 & Block No. 1757/2 having Revenue Survey No. 2543 total land admeasuring 1-79-45 Hectares i.e. 17945 Square Meters, part of Block Nos. 1746 Paiki, 1754, 1757/2 in Village limits of Bhayli. Third Land Owner, Mr. Chandrakant Jayantilal Doshi decided to carry out development of the project under Partnership Firm M/s. Pratham Properties and had accordingly introduced their respective shares in the Said Assigned Lands to the said Partnership Firm.

Thus the LANDOWNERS, and the CONFIRMING PARTY have assigned the rights to the Said Lands to the PROMOTERS and consequentially the PROMOTERS have right to execute this agreement in favour of the intending PURCHASER/S, The DEVELOPERS have organized and undertaken development and construction of the Total Land for setting up scheme of residential units which is known as "**PRATHAM MEADOWS**" in phases.

The Promoter shall complete the entire construction in phases. The Promoter has already completed the **First Phase** having units, of the scheme "Pratham Meadows" and received the Occupation Certificates for all the units of Phase-1.

The balance phase i.e. Phase -2, shall be / is registered as an independent project under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RERA Act" or "the RERDA, 2016").

AND WHEREAS the PROMOTERS are entitled and enjoined upon to construct the Said Project on the Project Land;

AND WHEREAS the PROMOTER has registered/applied the Said Project under the provisions of the Act with the Gujarat Real Estate Regulatory Authority with registration / acknowledgement no authenticated copy is attached as **Annexure** 'B';

AND WHEREAS on demand from the allottee, the PROMOTER has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the PROMOTER's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "**Said Act**") and the rules and regulations made thereunder and the Allottee/s is satisfied in respect of the same;

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

AND WHEREAS the authenticated copies of the plans of the layout as approved by the concerned Local Authority has been inspected by the Allottee.

AND WHEREAS the authenticated copies of the plans of the layout as proposed by the PROMOTER and according to which the construction of the Said Project and open spaces are proposed to be provided for on the Total Land has also been inspected by the Allottee/s.

AND WHEREAS the authenticated copies of the plans and specifications of the Unit agreed to be purchased by the Allottee has been annexed and marked **as Annexure**

Α

AND WHEREAS the PROMOTER has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said project and shall obtain the balance approvals from various authorities from time to time, so as to obtain Completion Certificate or Occupancy Certificate of the Said Project.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTER while developing the Said Project land and upon due observance and performance of which only the completion or occupancy certificate in respect of the said unit shall be granted by the concerned local authority.

AND WHEREAS the PROMOTER has accordingly commenced / shall commence the construction of the Said Project in accordance with the said proposed plans.

WHEREAS the PARTY OF THE FIRST PART "ALLOTTEE/S" has/have approached the "PROMOTER" and shown his/her/ their desire to purchase the Said Unit in the Said Project. The Allottee has verified & is satisfied about the title, plans & all other subsidiary documents related to the Project Land & Said Unit intended to be purchased & "PROMOTER" has agreed to book / reserve the Unit No. «Unit_No» of the Said Project for the PARTY OF THE FIRST PART "ALLOTTEE/S" at such price & upon such terms & conditions herein after appears.

AND WHEREAS, the carpet area of the said Unit is <....carpet area in smt...> square meter and "carpet area" means the net usable floor area of said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Unit.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and

stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the PROMOTER a sum of Rs...................... (Rupees) only, being part payment of the sale consideration of the Unit agreed to be sold by the PROMOTER to the Allottee as advance payment or Application Fee (the payment and receipt whereof the PROMOTER both hereby admits and acknowledges) and the Allottee has agreed to pay to the PROMOTER the balance of the sale consideration in the manner hereinafter appearing.

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTER hereby agrees to sell and the Allottee hereby agrees to purchase the Said Unit and the garage/covered parking (if applicable).

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1 (A). The Promoter shall construct the Said Unit on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the PROMOTER shall have to obtain prior consent in writing of the Allottees in respect of variations or modifications which may adversely affect the Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1 (B) The total aggregate consideration amount for the Unit mentioned herein above from clause 1 a (i) is thus Rs. <total consideration amount>/- i.e. Rs. [....per sft rate of carpet area...] per square feet of carpet area of the Said Unit.
- - i. Rs[•]/- (Rupees [•] Only) not exceeding 30% of the total consideration) to be paid to the PROMOTER after the execution of Agreement
 - ii. Rs[•]/- (Rupees [•] Only) not exceeding 45% of the total consideration) to be paid to the PROMOTER on completion of the Plinth of the Unit.
 - iii. Rs[•]/- (Rupees [•] Only) not exceeding 70% of the total consideration) to be paid to the PROMOTER on completion of the slabs of the said Unit.
 - iv. Rs[•]/- (Rupees [•] Only) not exceeding 75% of the total consideration) to be paid to the PROMOTER on completion of the walls, internal plaster, floorings doors and windows of the said Unit.
 - V. Rs[•]/- (Rupees [•] Only) not exceeding 80% of the total consideration) to be paid to the PROMOTER on completion of the Sanitary fittings of the said Unit.
 - vi. Rs[•]/- (Rupees [•] Only) not exceeding 85% of the total consideration) to be paid to the PROMOTER on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Unit.
 - vii. Rs[•]/- (Rupees [•] Only) not exceeding 95% of the total consideration) to be paid to the PROMOTER on completion of the electrical fittings, electro, mechanical and environment requirements, and all other requirements as may be prescribed in the Agreement of sale of the said Unit.
 - Viii. Balance amount of Rs.
balance amount Rs.>...../- (Rupees in words.......) against and at the time of handing over of the possession of the Unit to the Allottee on or after receipt of occupancy certificate or completion certificate.
- 1 (D) The total price as stated above excludes Taxes (consisting of tax paid or payable by the

PROMOTER by way of Goods & Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the PROMOTER) up to the date of handing over the possession of the Unit, which shall be separately payable by the Allottee in the manner as may be decided by the PROMOTER.

- 1 (E) TDS shall be deducted by the ALLOTTEE/S if applicable as per the existing law or any amendment to it, and the TDS certificate shall have to be submitted to the PROMOTER prior to the registration of Sale Deed / Deed of Conveyance for the Said Unit.
- 1 (F) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROMOTER undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1 (H) The PROMOTER shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Unit is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER. If there is any reduction in the carpet area within the defined limit then PROMOTER shall refund the excess money paid by Allottee within forty-five days. If there is any increase in the carpet area allotted to Allottee, the PROMOTER shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1(B) of this Agreement.
- 1 (I) The Allottee authorizes the PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTER may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the PROMOTER to adjust his payments in any manner.

2. OTHER CHARGES TO BE PAID BY THE ALLOTTEE/S:

• INFRASTRUCTURE AND LEGAL CHARGES

The Allottee shall pay to the PROMOTER a sum of Rs.<Statutory charges rs.>...... for meeting infrastructure costs, other Legal and Statutory charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the PROMOTER in connection with formation of the association of allottees, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

• OTHER STATUTORY CHARGES/PAYMENTS

The Allottee shall pay to the PROMOTER any amount becoming payable by the PROMOTER to the Municipal Corporation, Revenue authorities, State or Central Governments, or to any authority whatsoever, by way of betterment charges, amenities fee, development charges, any current or future taxes like cess, fees, duties, GST, surcharge, or by whatever name called, by virtue of any amendment in the existing law or enactment of any new law, the same shall be paid/reimbursed by him/her/them, in such equitable proportion as determined by the PROMOTER, whose decision in this respect shall be final and binding upon the ALLOTTEE/S.

The ALLOTTEE/S shall pay all the property tax, cess, electricity charges, water charges or any other charges in respect of the Said Unit or any other proportionate charges for the Pratham Meadows Project as a whole, from the Date of Possession Intimation Letter of the Said Unit from the "PROMOTER" to him/her/them or registration of Sale Deed / Deed of Conveyance for the Said Unit, whichever is earlier.

• CONSOLIDATED MAINTENANCE FUND (CMF):

That the ALLOTTEE/S hereby agrees to pay the PROMOTER, before taking over possession of the Said Unit, an amount of Rs. «Consolidated_Maintenance_Fund_CMF»/- (Rupees «Consolidated_Maint_Fund_In_words» Only) for the Said Unit, booked / reserved by him/her/them, and which sum is to be paid as the ALLOTTEE/S contribution to a "Consolidated maintenance fund"(CMF).

This CMF is to be maintained by the respective Co-operative Housing Service Society formed or to be formed, for upkeep, maintenance, repairs, payment of common electricity bills for the common facilities and amenities, general maintenance, salaries of Clerks, office bearers, operators, sweepers, security personnel's, etc.

The Consolidated maintenance fund is expected to take care of the regular and running common expenses for maintenance of project infrastructure for about five years from the time the possession of the first unit of the Said Project is handed over to any intending ALLOTTEE/S. These expectations are purely based on the current inflation rate, which may vary at any point of time.

The CMF shall be formed solely from contribution of the ALLOTTEE/S and ALLOTTEES of other units, and the PROMOTER shall not contribute any fund towards the same. The ALLOTTEE/S also agree/s to give further contribution if demanded by association of allottees or the federation or apex body in case of insufficiency of the amount in CMF.

Promoter will hand over the charge of Project Infrastructure maintenance to the Maintenance Body within the short period from the date of completion of overall construction activities of the Pratham Meadows Project.

• COMMON EXPENSES:

- i. That, all the expenses hereunder mentioned shall be paid from the CMF as soon as the possession of first unit is handed over or is ready for being handed over.
- ii. Maintenance, repairs, of the internal roads, the gutters, drain pipes, gas pipes, electric wires, in-under or upon the Pratham Meadows, which are used/enjoyed by the ALLOTTEE/S in common with the other ALLOTTEE/S of the Pratham Meadows, as also of the main entrance, boundary walls, club house.
- iii. Cleaning and electrical repairs, electricity bills, bills for water consumption, at whatever rate applicable (even temporary connection rate) for the facilities and amenities, street light and poles and common electrical system, common water supply and drainage facilities, garden, children's play area, gymnasium/community hall, landscaping and plantation, internal roads of Pratham Meadows, and the main gate and security cabin of the Pratham Meadows, enjoyed or used by the ALLOTTEE/S in common with other occupant(s) of the Pratham Meadows.
- iv. Salaries, etc, of the clerks, administrative staff, watchman or any person employed/engaged to manage/look after common activities or interest of Pratham Meadows.

- v. All Municipal and other taxes, cess, duties, levies, non-agricultural cess, payable for the lands on which the Pratham Meadows has been developed.
- vi. In general all such expenses, costs, as are necessary and expedient for the proper upkeep, maintenance, repairs, of the common facilities, amenities, commonly availed of by the ALLOTTEEs of other units of the Pratham Meadows.
- vii. The above expense shall be paid as far as possible, out of the interest earned on the CMF. However, in the event of the interest of the CMF being insufficient, the same shall be paid from the principal of the CMF by the ALLOTTEE/S along with ALLOTTEEs of other units, in such ratio as determined by the PROMOTER.
- 3.1 The PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.
- 3.2 Time is essence for the PROMOTER as well as the Allottee. The PROMOTER shall abide by the time schedule for completing the project and handing over the Unit to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.
 - Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTER as provided in clause 1 (C) herein above. ("Payment Plan").
- 4.1 The PROMOTER hereby declares that the Floor Space Index available as on date in respect of the Project Total Land is<FSI available smt>...... square meters only and PROMOTER has planned to utilize Floor Space Index 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 of [•] as proposed to be

utilized by him on the Project Land in the said Project and Allottee has agreed to purchase the said Unit based on the proposed construction and sale of Units 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.

- 4.2 The Allottee agrees to pay to the PROMOTER, interest at the rate ____ per annum, on all the delayed payment of which become due and payable by the Allottee to the PROMOTER under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the PROMOTER.
- 4.3 If the PROMOTER fails or neglects to give possession of the Unit 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 Unit with interest at the same rate as may mentioned in the clause 4.2 herein above from the date the PROMOTER received the sum till the date the amounts and interest thereon is repaid.
- 4.4 Without prejudice to the right of PROMOTER to charge interest in terms of sub clause 4.2 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the PROMOTER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the PROMOTER shall at his own option, may terminate this Agreement:

Provided that, PROMOTER shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the PROMOTER within the period of notice then at the end of such notice period, PROMOTER shall be entitled to terminate this Agreement.

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

to the PROMOTER without paying any interest and after deducting Administrative charges of Rs.20,000 and cancellation charges about 0.5% of Total Consideration of the Said Unit per month or part thereof for the period starting from the Date of Reservation of the Said Unit to the date of cancellation notice sent by PROMOTER.

4.5 That the PROMOTER has agreed to execute the Conveyance Deed of the Said Unit in favour of the ALLOTTEE/S subject to receipt of Total Receivables which includes Total Consideration and all other charges as agreed here above.

The ALLOTTEE/S shall be discharged in respect of the PROMOTOR, only upon making full payment of the Total Receivables to the PROMOTOR.

"PROMOTER" reserves the right to appropriate the payment towards the Consideration for the Said Unit or Construction.

4.6 ALLOTTEE/S hereby agrees and accepts that the making timely payment of each of the above installments, with all other charges and other terms mentioned in this agreement and other agreements including Provisional Allotment/Reservation Letter (if any executed) with PROMOTER, shall be the "ESSENCE" of this Agreement.

ALLOTTEE/S hereby agrees and accepts that upon failure of the ALLOTTEE/S to adhere to the payment schedule, and if any one payment/installment due is not made within 30 days from the payment Due Date without written intimation and payment of interest then PROMOTER can terminate/cancel this agreement with a 15 days notice and refund the amount paid by ALLOTTEE/S till date of default to the ALLOTTEE/S without paying any interest and after deducting Administrative charges of Rs.20,000 and cancellation charges about 0.5% of Total Consideration of the Said Unit per month or part thereof for the period starting from the Date of Reservation of the Said Unit to the date of cancellation notice sent by PROMOTER.

5. POSSESSION:

 clause 4.3 herein above from the date the PROMOTER received the sum till the date the amounts and interest thereon is repaid.

Provided that the PROMOTER shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of Unit is to be situated is delayed on account of –

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

The handing over of the possession shall be subject to the following: -

- Availability of the cement, steel or others building materials, electric and/or power connections and drainage connection water connection.
- ii. Force Majeure condition as mentioned above.
- iii. The work is to be done as per the current/latest approved plan and as per the standard specification which have been separately communicated and understood by the ALLOTTEE/S in past need not be in writing. Any deviation / modification / improvement / addition from / in / to the construction as per standard specifications, required by the ALLOTTEE/S to be carried by the PROMOTER, will lead to delay in delivery schedule and the actual delivery date will depend on the nature of the nonstandard work.
- iv. The PROMOTER shall not, under any circumstances hand over the possession of the Said Unit to the ALLOTTEE/S till Total Receivables agreed under this agreement are paid to the PROMOTER by the ALLOTTEE/S. The handing over of the possession shall over and above be subject to the Total Receivable Amount paid towards the Conveyance Deed also.
- v. The ALLOTTEE/S agree/s to sign and deliver to the PROMOTER, before taking possession of the Said Unit, all writings and papers and affidavits as may be reasonable and necessary and required by the Said PROMOTER. The ALLOTTEE/S shall inspect the Said Unit thoroughly before taking the possession, and make a list of variance and defects if any and handover the same duly signed to the representative of the PROMOTER. Any defects reported subsequently will be considered to be on account of the ALLOTTEE/S. The ALLOTTEE/S shall be liable and responsible for all matters relating to the Said Unit after taking possession of the Said Unit.

vi. The possession of the Said Unit in question is subject to property market condition and further subject to completion of said Unit and receipt of Occupation certificate as per the law.

6. Procedure for taking possession-

- 6.1 The PROMOTER, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement to be taken within three months from the date of issue of such notice and the PROMOTER shall give possession of the Unit to the Allottee. The PROMOTER agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTER. The Allottee agree(s) to pay the maintenance charges as determined by the PROMOTER or association of allottees, as the case may be. The PROMOTER on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Unit.
 - The Allottee shall take possession of the Unit within 15 days of the written notice from the promotor to the Allottee intimating that the said Unit is ready for use and occupancy.
- 7. Failure of Allottee to take Possession of Unit, Upon receiving a written intimation from the PROMOTER as per clause 6.1, the Allottee shall take possession of the Unit from the PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROMOTER shall give possession of the Unit to the allottee. In case the Allottee fails to take possession within the time provided in clause 6.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
 - 7.1 If within a period of five years from the date of handing over the Unit to the Allottee, the Allottee brings to the notice of the PROMOTER any structural defect in the Unit or the building in which the Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTER at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the PROMOTER, compensation for such defect in the manner as provided under the Act. Provided that the PROMOTER shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the PROMOTER or beyond the control of the PROMOTER. The Allottee shall use the Unit or any part thereof or permit the

same to be used only for purpose of residence. He shall use the garage or parking space (if any) only for purpose of keeping or parking vehicle.

- 8. The Allottee along with other allottee(s)s of Units in the project shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the PROMOTER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the PROMOTER within seven days of the same being forwarded by the PROMOTER to the Allottee, so as to enable the PROMOTER to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9. Within 15 days after notice in writing is given by the PROMOTER to the Allottee that the Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Unit) of outgoings in respect of the Project Land and common amenities namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and common amenities. Until the Society or Limited Company is formed, the Allottee shall pay to the PROMOTER such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the PROMOTER provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the PROMOTER shall not carry any interest and remain with the PROMOTER until the same is transferred to the society or the association or the limited company as aforesaid.

9.1 MAINTENANCE BODY (CO-OPERATIVE HOUSING SERIVCE SOCIETY LTD):

9.1.1. That the ALLOTTEE/S along with other ALLOTTEEs of the various other units of the Pratham Meadows, shall join in forming and registering a Maintenance Body or become a member of an already formed Maintenance Body and for such purpose the ALLOTTEE/S agrees/agree, from time to time, to sign and execute

the application for registration and other papers and documents necessary for the formation and registration of such Maintenance Body, including the byelaws of the Said Maintenance Body, and no objection shall be raised, to the draft byelaws, as may be required by the respective competent Statutory Authorities from time to time.

- 9.1.2. All costs, charges, and expenses in connection with the formation of the Maintenance Body, as also costs of preparing, stamping, registering, all agreements, deeds, etc. as may be required for such formation and registration, and the professional costs of attorneys for preparing and approving all such documents shall be paid and reimbursed to the PROMOTER from the CMF and the PROMOTER shall not be liable, at any time, to contribute anything towards such expenses.
- 9.1.3. The ALLOTTEE/S is aware of the fact that maintenance body (Cooperative Housing Services Society Ltd.) shall take care of general administration and maintenance of the common utilities/facilities/spaces/areas of Pratham Meadows and all the Owners/ ALLOTTEE/S of units in the Said Project shall be required to abide by the rules, regulations, resolutions of the said Maintenance Body and shall require to pay his/her/their/its proportionate share in the amount as and when decided/demanded by the Said maintenance body.

10. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the Project Land or the Said Project except those disclosed in the title report or as disclosed to Gujarat real estate regulatory authority;
- iv. There are no litigations pending before any Court of law with respect to the Project land or Said Project except those disclosed in the title report (if any);

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

Promoter as follows :-

- i. To maintain the Said Unit at the Allottee's own cost in good and tenantable repair and condition from the date of possession of the Said Unit is taken and shall not do or suffer to be done anything in the Said Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or in the Said Unit or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Said Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Said Unit 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 Said Unit is situated, including entrances of the Said Unit is situated and in case any damage is caused to the common area of project or the Said Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the Said Unit and maintain the Said Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Said Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Unit or any part thereof, nor any alteration in the elevation and outside colour of the Said Unit and shall keep the portion, sewers, drains and pipes in the Said Unit 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 Said Unit is situated and shall not chisel or in any other manner cause damage to walls, compound walls, slabs or RCC, Pardis or other structural members in the Said Unit without the prior written permission of the Promoter and/or the Society—or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or

voidable any insurance of the Project Land in which the Said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Unit in the compound or any portion of the Project Land in which the Said Unit is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Said Unit.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said Unit by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Unit 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Said Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Unit or any part thereof to view and examine the state and condition thereof.
- xii. The Allottee shall permit the Promoter 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.

12. ASSESSMENT:

That so long as the Unit booked / reserved for the ALLOTTEE/S, is not separately assessed for the purpose of Municipal taxes, water rates, electrically consumption etc. the ALLOTTEE/S shall contribute towards payment of all bills for the same in such proportion as determined by the PROMOTER.

13. **CONVEYANCE:**

- 13.1. That the Said Unit comprises part of the constructed thereon along with part of land on which such unit is constructed, the Unit No. «Unit_No» shall be arranged to be conveyed to the ALLOTTEE/S, upon and only after, all amounts as agreed upon in this agreement are duly paid by the ALLOTTEE/S, and all terms and conditions herein and thereof are duly complied with. It is, however, understood that the area of the Said Unit as indicated in this agreement, may be altered, on account of any statutory compliance. The stamp duty, registration fees, legal fees and other charges for the conveyance shall be borne by the ALLOTTEE/S. The ALLOTTEE/S shall also be liable for any additional stamp duty, and other statutory charges that becomes payable at any time in future. The ALLOTTEE/S will lodge this Agreement for registration with Sub Registrar of Assurances at Vadodara at his/her/their cost, if so desired.
- 13.2. The Allottee shall pay to the Promoter a sum of Rs.<Legal charges Rs.>...... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- 13.3. At the time of registration of conveyance of the said Unit, the Allottee shall pay to the PROMOTER, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the said unit.
- 13.4. At the time of registration of conveyance of the common project land area, common roads, garden, children play area, gymnasium / community hall / club house, common amenities and facilities, the Allottee shall pay to the PROMOTER, the Allottees' share of stamp duty and registration charges

payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of thereof the said common project land area etc. as mentioned herein to be executed in favour of the Apex Body or Federation.

- 13.5. That upon conveyance of the said Unit, the ALLOTTEE/S, have rights to use the common roads, garden, children play area, gymnasium/ community hall / club house, common amenities and facilities, of the Pratham Meadows Project subject to the Rights of PROMOTERS as mentioned above. The land going in to such Common plots / amenities / facilities, open plots shall belong to PROMOTERS until the same is conveyed to the Maintenance Body which may happen at the time of handing over the charge of Project Infrastructure maintenance to the Maintenance Body on completion of overall construction of the Said Project.
- 13.6. It is, however, specifically understood and agreed that all rights in respect of the lands under development, which are now shown as being possible of acquisition, for proposed road or any urban development, or which may in future be liable to be so acquired by any statutory body or authority, for any reason whatsoever, or any excess area of the Project Land are and shall be retained by and vest in the PROMOTERS, who shall be fully entitled to deal with and dispose off the same in any manner as they may deem fit and the ALLOTTEE/S shall have no right whatsoever, in respect of the same. The PROMOTERS shall be entitled to hand over possession of any such lands of the Pratham Meadows Project as may be necessary, and called upon to do so by the appropriate authority and shall also be entitled to receive compensation in respect of the same.
- 14. That the ALLOTTEE/S shall not without the written permission of the PROMOTER agree to let, sublet, permit occupation, sell, convey, mortgage, create charge over or assign the rights in respect of the unit hereby booked / reserved, by him/her/them, till Total Receivables, are fully paid up, and after all the terms and herein and thereof are fully complied with. The terms and conditions embodied in this agreement, shall apply equally and with full force to all subsequent transferees, assignees, lessees, licensees of the ALLOTTEE/S where relevant.
- 15. The ALLOTTEE/S hereby agrees and undertakes to bear entire cost of preparing, engrossing, stamping and registering of agreement, conveyance deeds, transfer deeds and other documents required to be executed by the organizer or the ALLOTTEE/S.
- 16. The ALLOTTEE/S shall be liable to pay stamp duty registration charges and/or any

other statutory levies arising from the allotment of the unit and/or execution of the present deed and/or any of the documents/agreements contemplated to be executed in terms of the present agreement.

17. The ALLOTTEE/S is/are aware that the impugned Unit is a part of the overall housing project of the PROMOTER. The ALLOTTEE/S agrees that till the execution of sale deed and till the date of receipt of possession of the Unit, the ALLOTTEE/S shall have no right of doing any kind of construction thereon either by himself or through any other agency. This condition is the essence of the agreement and the ALLOTTEE/S shall abide by it in spirit and letter and shall not challenge its validity on any ground.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

19. BINDING EFFECT

Forwarding this Agreement to the Allottee by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the PROMOTER. If the Allottee(s) fails to execute and deliver to the PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTER, then the PROMOTER shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

20. 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, reservation/allotment

letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit, as the case may be.

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

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

23. 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Said Unit to the total carpet area of all the Said Unit in the Project or if the context so requires of "Pratham Meadows".

25. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the

PROMOTER through its authorized signatory at the PROMOTER's Office, or at some

other place, which may be mutually agreed between the PROMOTER and the Allottee,

in Gujarat after the Agreement is duly executed by the Allottee and the PROMOTER or

simultaneously with the execution the said Agreement shall be registered at the office

of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at

Vadodara.

27. The Allottee and/or PROMOTER shall present this Agreement as well as the conveyance

at the proper registration office of registration within the time limit prescribed by the

Registration Act and the PROMOTER will attend such office and admit execution

thereof.

28. That all notices to be served on the Allottee and the PROMOTER as contemplated by

this Agreement shall be deemed to have been duly served if sent to the Allottee or the

PROMOTER by Registered Post AD and notified Email ID/Under Certificate of Posting at

their respective addresses specified below:

Name of Allottee :: <name of allottee>

Address of Allottee ::_(Allottee's Address)

Notified Email ID of Allottee :: < Email of allottee >

Name of Promoter:: M/s PRATHAM PROPERTIES.

Address of Promoter:: "PRATHAM", Makrand Desai Road, Bhayli, Vadodara-390007.

Notified Email ID of Promoter: info@pratham.com

It shall be the duty of the Allottee and the PROMOTER 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 PROMOTER or the

Allottee, as the case may be.

29. **JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the

PROMOTER to the Allottee 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 Allottees.

30. STAMP DUTY AND REGISTRATION

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

31. DISPUTE RESOLUTION

- 31.1 If any dispute, controversy or claim between the Parties arises out of or in connection with this Agreement, including the breach, termination or invalidity thereof ("Dispute"), the Parties shall use all reasonable endeavours to negotiate with a view to resolving the Dispute amicably. If a party gives the other Party notice that a Dispute has arisen (a "Dispute Notice") and the parties are unable to resolve the Dispute amicably within 15 (fifteen) days of service of the Dispute Notice (or such longer period as the parties may mutually agree), then the Dispute shall be referred to arbitration in accordance with the terms of clause
- 31.2 Subject to clause 31.1 above, any Dispute shall be finally settled by way of arbitration conducted in accordance with the Indian Arbitration and Conciliation Act, 1996. The Parties shall together appoint a sole arbitrator. An arbitral award shall be final and binding on the Parties and the Parties waive irrevocably any rights to any form of appeal, review or recourse to any state or other judicial authority in so far as such waiver may validly be made. The venue of the arbitration shall be at Vadodara. The language of the arbitration shall be English.
- 31.3 In case of failure to settle the dispute amicably or by arbitration, the Dispute shall be referred to the mediation panel (if any) appointed by the Gujarat Real Estate Regulatory Authority and if not resolved then to the Gujarat Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. 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 Vadodara courts will have the jurisdiction for this Agreement

SCHEDULE 1

(Description of Total Land)

Registration District Sub Registration District – Vadodara, Village Bhayli, part Block No. 1746 Paiki having Revenue Survey No. 2532 Paiki & Block No. 1757/2 having Revenue Survey No. 2543 of village Bhayli, Non Agricultural land admeasuring about Sq. Mt.

The said Project Land is bounded as under as earmarked in the layout plan as laid out in **Annexure D**.

On or towards East by	[•]
On or towards West by	[•]
On or towards North by	[•]
On or towards South by	[•]

SCHEDULE 2.

FLOOR PLAN OF THE UNIT

Unit No.«Unit_No» of Phase -2, "PRATHAM MEADOWS", which is being developed upon part Block No. 1746 Paiki having Revenue Survey No. 2532 Paiki & Block No. 1757/2 having Revenue Survey No. 2543 of village Bhayli, in Registration District and Sub-District Vadodara.

Unit No. [•] having carpet area of<Carpet area in sft>..... Sq. Ft ,<Actual plot area in sft.>..... sft Actual Plot area is agreed to be sold.

The said Unit No. [•] is bounded as under: On or towards East by $\lceil \bullet \rceil$ On or towards West by [•] On or towards North by [•] On or towards South by [•] IN WITNESS WHEREOF parties hereinabove named have set their respective hands this Agreement for sale at Vadodara in the presence of attesting and signed witness, signing as such on the day first above written. IN WITNESS WHEREOF, the parties have hereto set their respective hands today on this ___day of_____, 201..... at Vadodara. SIGNED, SEALED AND DELIVERED BY WITHIN NAMED: THE PROMOTER SIGNED, SEALED AND DELIVERED BY WITHIN NAMED: SIGNED SEALED & DELIVERED BY THE: JAYANT SHANTILAL SANGHVI: The Power of attorney holder of CHANDRAKANT JAYANTILAL DOSHI The Land owner no.1 The Power of attorney holder of SHRI KRUPESH NARHARIBHAI PATEL The Land owner no.2 AND The Power of attorney holder of SHRI MUKUND MANUBHAI PATEL The Land owner no.3 AND The Managing Partner For M/s. PRATHAM PROPERTIES THE PROMOTERS AND The Power of attorney holder of SHRI NATUBHAI SOMABHAI PATEL The Authorized Partner

For MONALI DEVELOPERS

THE CONFIRMING PARTY

IN PRESENCE OF:	
Witnesses::	
1	2
	<u>k No</u> ograph/s of Unit no. «Unit_No»

ADDRESS:

Unit No.<Unit No.> of **Pratham**

Meadows

Bhayli, Vadodara.

«Name_of_the_legal_owner_1»	
«Name_of_the_legal_owner_2»	
Jayant Shantilal Sanghvi	
Moje Bhayli BLcok No	
<u>Pratham Meadows Paiki Photograph/s of U</u>	<u>nit no. «</u> Unit_No»
ADDRESS: Unit No <unit no.=""> of Pratham Meadows Bhayli, Vadodara.</unit>	

«Name_of_the_legal_owner_1»	
«Name_of_the_legal_owner_2»	
Jayant Shantilal Sanghvi	

SCHEDULE AS PER SECTION 32(2) OF REGISTRATION ACT
LANDOWNERS / EXECUTORS:
JAYANT SHANTILAL SANGHVI
AS The Power of attorney holder of SHRI CHANDRAKANT JAYANTILAL DOSHI The Land owner no. 1
AND The Power of attorney holder of SHRI KRUPESH NARHARIBHAI PATEL The Land owner no. 2
AND The Power of attorney holder of SHRI MUKUND MANUBHAI PATEL The Land owner no. 3
AND The Managing Partner For M/s. PRATHAM PROPERTIES THE PROMOTERS
AND The Power of Attorney holder of SHRI NATUBHAI SOMABHAI PATEL The Authorized Partner For MONALI DEVELOPERS THE CONFIRMING PARTY
PURCHASER/S:
 «Name_of_the_legal_owner_1»
«Name of the legal owner 2»

Annexure - A

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

ANNEXURE - B

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE - C

(Specification and amenities for the Unit)

ANNEXURE - D

Unit/Plot Layout and Project Land (Highlighted)