AGREEMENT TO SALE

This Agreement to Sale is executed today on	day of
, 2018 at Vadodara,	nes Ri

	Agreement	to	Sale	of	FLAT	No,	TOWER,	Floor	in
"	" Buildin	g, l	ocated	at	"Jambi	ıva" bearing	Revenue Survey	No4	19.
Actua	l Sale Value	Rs.		*****	/	(Rupees)		шини	
Only									

BETWEEN

The Party of the Second Part / Vendor:

- ShriSanjaybhaiVallabhbhai Patel ,Age:Adult,occupation : business
- ShriJayeshbhaiJagdishbhai Patel, Age: Adult, occupation: business
- ShrihardikbhaiJagdishhbhai Patel, Age: Adult, occupation: business
- ShriSatishbhaiVallabhbhai Patel, Age: Adult, occupation: business
- ShriHitendrabhaiRavjibhai Patel, Age: Adult, occupation: business
- ShriPankajbhaiRavjibhai Patel, Age: Adult, occupation: business
 ThroughPOAHolder of

allShriAlkeshbhaiJethalalShah,Age:Adult,occupation:business/servic e,ResidentAt:Ellorapark,vadodara.

(hereinafter called as "The Vendor" which expression shall be deemed to include his heirs, executors, administrators and assignees unless the expression is repugnant of the context or meaning here of) of the SECOND PART.

Promoter /Developer :-

Shri Chetanbhai Hasmukhbhai Shah etc. Director of Pawan Infraspace Pvt.Ltd.through their resolution Shri Alkeshbhai Jethalal Shah, Age :Adult, Occupation-Business / Service, Resident At : Ellorapark, Vadodara.

(Herein after called as " Promoter/Developer " which expression shall mean and include all its present and future partners their heirs, successors, legal representatives, executors, administrators & assignees etc.)

AND

	10000
	, Age,
Occupation- Business,	Both Residence at :

(Herein after called as "ALLOTTEE/S" which expression shall mean and include all his heirs, successors, legal representatives, executors, administrators and assignees)

WHEREAS the property land Moje- Jambuva, Revenue Survey No.- 419 non-agriculture land total admeasuring 7588 sq. mt. Which permission for Non-agriculture use given by Vadodara District Development Officer bearing Order No. N.A./ S.R./591/ 2009-2010 No. Land/ D/ Section-65/ Vashi/ 6556/ 2010 Dtd.18/9/2010.For the necessary construction, Construction Permission received from Vadodara Mahanagar Seva Sadan bearing Rajachithhi No.-Ward No.12 / L/ 83/ 12-13, Dtd.10.9.2012

Whereas the Party of the Second Part make construction in the said land

and as per the lay-out plane and building the	
and as per the lay-out plans and building plans passed by The Vadodara	1
Mahanagar Seva Sadan bearing Rajachithhi No Ward No.12 / L/ 83/ 12-13	
permission was obtained dated 10.9.2012. Party of the Third Part is	
constructing a flat system building which is known as 'Viram-3'.	-
AND MILES OF THE DUNCHING WHICH IS KNOWN AS 'VITAM-3'.	
AND WHEREAS, Allottee/s has gone through all the above referred documents	
and detail contain soft has a mean the is also totally satisfied with the title of	iii Fil
the property and there after here quested the Builders to allot the Flats No	
The first street here quested the Builders to allot the Flats No	
Tower No, on Floor, admeasuring 51.98 sq. mt.	
Carpet area (as per RERA Carpet Area), and attached balcony area 3.70 sq.mt.,	
attached Lift, Parking area sq.mt. in "" Tower, and which is	
Tower, and which is	
specifically described in Schedule-B here under and the Builder also agreed for	
the same on the follow Tower terms and conditions:	
That, the Promoter agreed to sale the Flat No Tower No, on	

1)	That, the Promoter agreed to sale the Flat No Tower No, on
	Floor in "" Tower, admeasuring built-up area sq.m. and
	carpet area as per RERA in "" to the Allottee/s for the total consideration
	of Rs (Rupees
	excluding the charge so Stamp Duty, Registration Fees, VAT, Service Tax,
	GST and any Government, Semi Government taxes which the Allottee/s
	has to paid separately you to which the Allottee/s paid the earnest
	amount of
	the owner a sunder:-

Sr. No.	Amount No.	Date	Cheque	Bank Name
1.				Dank Hame
2.				
3.				
4.				
Total				

As such, the "Promoter" hereby acknowledges the receipt of the same.

There meaning amount of consideration of Rs. _) will be paid by the Allottee/s to the "Promoter" as per as given below (As per Decided scheduled by both parties). Total Agreement cost excluding GST, Stamp Duty & Infrastructure Development Charges. That, it is specifically agreed between builder and Allottee/s that the Allottee/s will pay lump sum amount of ______/- on account of electric connection including the rein proportion at service line charges as well as infrastructure development charges and maintenance of common amenities for the period of 1 year from the date of 1st possession. The said amount is agreed as lump sum amount inspire of the fact that builder may require to incur more or less amount for said items. Apart from this amount, Allottee/s will have to pay separately Service Tax, VAT, GST and any Government, Semi Government taxes or any other charge sources in another name if imposed on this transaction on the sale of Flat/ Tower to Allottee/s.

- That the time for payment of remaining amount of consideration is treated as essential terms of this contract. Because it is well under stood that because of non-payment of remaining amount of consideration on the stated time, the construction of the total building is likely to hamper. If the Allottee/s fails to pay the stipulated amount on the stipulated date, he will have to pay the interest Basic Rate (MCLR)+2% per annum for every delayed payment. Even by paying the interest the maximum delay of three months will be condoned and there after the right of Allottee/s to purchase the Flat/ Tower will automatically stand canceled without any further notice for the same and the builder will beat liberty to sell the said Flat/ Tower/ to any body. The Allottee/s will been titled only for there fund of 75% amount paid by him up to that date to the builder.
- That, the construction of the building shall be in accordance with the approved plan of Town Planning Authority. But however, the builder shall be entitled to make any modification in the said plan as deemed necessary, for the just and proper for the construction of the Flat/ Tower. However, if there is any change in respect of the tenement under

sale, the builder shall have to obtain the written consent from the Allottee/s. Similarly, if the Builder cause any deviation from the approved plan, the Builder will be liable for any action or penalty that may be imposed or taken by the Town Planning Authority.

- That the construction of the building shall be in standard quality material. However, the specifications of the material to be used for construction of the building and particularly the tenement under sale and amenities to be provided for the same are given in Schedule-Annexed here in after. But, if the Allottee/s desires to have any change, in the said specification the owner will do the same provided that, the Allottee/s will have to pay the separate extra charges for the same.
- 5) The Allottee/s is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately 1 %. The Allottee/s consents for the same and is aware that the consideration being lump sum will not change.
- That the tenement under sale will be governed by the provision soft he applicable Act sand all the term sand conditions mentioned din the deed of declaration referred above will be binding upon Allottee/s. The owner and builder also entitled to execute correction to the said deed of declaration of Flat/ Tower at any time.
- 7) That the Allottee/s will be bound to be the member of the association and he will have to pay the membership fees at the time of taking possession from component authority. Allottee/s should take possession within 3 months time period, if Allottee/s fails to take possession it will be considered as deemed possession & he will have to pay common maintenance charges as decided by association of members/ society.
- 8) That on completion of the building the Allottee/s shall be given intimation by the Builder and with in a month from the said intimation the Allottee/s will have to pay all the dues towards the price of the tenement and get the conveyance/ sale deed executed in his favor at his own cost and take the possession of the tenement.
- 9) That till the date of delivery of possession or execution of sale deed or completion of the construction of the Flat/ Tower under sale, which ever

- occurs earlier, the Developer will pay all the taxes and charges of the State Government and that of local authority and from the said date all such charges will be paid by the Flat/ Tower Allottee/s.
- 10) That the Allottee/s also be liable to pay all the expenses required for the execution and registration of the conveyance deed in his favor and also share money deposits in respect to the Association.

13) DEFECT LIABILITY

- 13.1 Five years from the date of handing over the possession of Flat/ Tower to the Allottee/s or date of Occupancy Certificate which is earlier, the Allottee/s brings to the notice of the Developer any structural defecting the Flat/ Tower or the building in which the Flat/ Tower are situated or any defects on account of workman ship ,quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall been titled to receive from the Developer, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee/s shall not carry out any alteration soft he whatsoever nature in the said Flat/ Tower of phase/ Tower and in specific the structure of the said unit/ Tower/ phase of the said building which shall in clued but not limit to columns, beams etc. or in the fittings there in, in particular it is here by agreed that the Allottee/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 resulting seepage of the water. If any of such works are carried out without the written consent of the Developer the defect liability automatically shall become void. The word defect here mean sonly the manufacturing and workman ship defect/s caused on account of willful neglect on the part of the Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.
- 13.2 That it shall be the responsibility of the Allottee/s to maintain his uniting proper manner and take all due care needed in clouding but not limiting to the joints in the tiles in his apartment are regularly filled with white cement/ epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the Allottee/s ends be for the de facts liability period and such warranties are covered under the maintenance of the said unit/building/ phase/ Tower, and if the annual maintenance contracts are not done/ renewed by the Allottee/s the Developer shall not be responsible for any defect occurring due to the same.

- 13.3 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the apartment and the common project amenities wherever applicable.
- 13.4 That the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the unit/building/phase/ Tower includes minor hairline crack son the external and internal wall secluding the RCC structure which happens due to variation in temperature of more than 20* Can which do not amount to structural defects and hence can not be attributed to either bad work man ship or structural defect.

It is expressly agreed that be fore any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated survey or who shall survey and assess the same and shall then submit report to state the defect sin materials used, in the structure built of the unit/ phase/ Tower and in the workman ship executed keeping in mind the a foresaid agreed clauses of this agreement.

- 13.5 That, the Allottee/s after obtaining the possession of the tenement shall not cause any such act there by causing any damage to the RCC structures, flooring, common wall so ro their tems and there by cause any damage to the building as a whole.
- 14) That all intimation required under the agreement as deemed necessary shall be sent by registered post to the Allottee/s on the address given above and the said posting shall be deemed to be sufficient service.

- 15) That as per the terms and conditions mentioned in declaration in case FSI of the property described in Schedule-A is increased or by purchasing the TDR the Developer can raise further construction and if such further construction is allowed the percentage of undivided share in the common areas and facilities will be decreased proportionately and with this understanding Allottee/s agreed to purchase the unit under sale.
- If any marginal open space adjacent to the tenement, at ground floor or 16) adjacent terrace or terrace above any tenement, has/have allotted by the Builder to the Allottee/s of any tenement in the building, such respective buyer and occupier of such tenement shall use the same being open space or terrace etc., and not entitled to erect any type of permanent or temporary structure there on or cover any part of the terrace, to use any part of the terrace or parapet wall as the part of the flowerbed; and if any such buyer or occupier of tenement holders in the building commit breach of this condition, the Promoter here in shall be entitled to remove such structure/s of any kind at the cost an disk of such respective tenement buyers and recover the cost-free damages caused to the building from such buyer. In light of this condition, the Allottee/s herein under takes to abide above said condition and under takes not to erect any type of structure in any premises being allotted as a exclusive right to use.
- 17) That if the Allottee/s desire to obtain the possession of the apartment under sale prior to obtaining the occupancy certificate, same will be delivered to Allottee/s with the understating that the Allottee/s will not get the water connection from _____or any other local authority till obtaining of occupancy certificate.
- This allotment is subjected to the execution and registration of the Agreement to Sale within 90 days from the date of this allotment, failing which this allotment shall automatically stand terminated. In the even to f termination of this allotment the Promoter shall refund the amount so received by the promoter as advance/ preferential booking amount to the Allottee within 90 days from the date on which this allotment stand terminated.

- 19) Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the afore said Consideration Value and the Society and Other Charges as specified in Annexure "B" hereto together with the applicable government taxes and levies as per the Schedule of Payments specified in Annexure "A" here under, time being of the essence.
- 20) The Allottee shall, in relation to the Unit, make all payments to the Developer from his own bank account only and not from and through the bank accounts of any third parties. The Allottee alone shall be responsible and liable in relation to the payments made by any third parties. Not with standing the afore said, the receipts for the payments made in relation to the Unit shall be issued in favor of the Allottee only.
- 21) The Allottee agrees and under takes to be bound by and perform all the obligations and the terms and conditions contained in the Application Form and this Letter of Allotment, including timely payment of amounts stated above.
- In the event the Allottee fails or neglects to comply with any of his obligations under the Application Form / Letter of Allotment, including (but not limited to) making payment of all due amounts as per Schedule of Payments stated in Annexure "A" here to (and interest there on, if any) or seeks to withdraw or cancel the Letter of Allotment /Agreement to Sell in respect of the Unit, the Allottee shall be deemed to be in default. In the event of such default, the Developer shall issue notice to the Allottee of such default and the Allottee shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event the Allottee fails to cure such default within 15 days from the date of notice of such default (or such default is not capable of being cured), the Developer shall have the option to cancel the allotment of the Unit, by sending a termination letter by Speed Post. On such termination, the follow Tower shall apply:
- * The allotment/booking/Agreement to Sell for the Unit(s) shall stand immediately terminated and the Allottee shall have no right what so ever with respect to the Unit(s), save and except the right to receive Refund Amount as per (b) below.

- All amounts paid to the Developer by the Allottee towards Consideration Value or part thereof (excluding interest and taxes thereon) after deducting there from the Liquidated Damages amounting to 10% of the Total Consideration ("Refund Amount") shall be refunded. The payment of the Refund Amount shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Allottee towards Consideration Value is less than the Liquidated Damages, the Allottee shall be liable and agrees to pay to the Developer the deficit amount of Liquidated Damages.
- 23) All overdue payments shall attract interest at 2% + prevailing SBI MCLR rate, from the dates they fall due till realization. It is clarified that payment of such interest shall be without prejudice to the other rights and remedies available to the Developer, including the right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard.
- 24) The Total price is escalation-free, save and except escalations 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.
- 26) The unit(s) cannot be let, sublet, re-sold or transferred to any third party by the Allottee till all amounts in relation to the Unit have been

received by the Developer and the Allottee has taken possession of the Unit.

- 27) The Allottee agrees not to do or omit to do any act, deed or thing or behave in appropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project/Building or the Developer or its associates or its representatives. In the event, the Allottee does or omits to do any such act, deed or thing then it shall constitute an event of default and the Developer shall be entitled to proceed as per the provisions of this Allotment Letter.
- The Allottee hereby agrees that the Developer shall be entitled to recover / set off /adjust from the amounts if any, payable by the Allottee to the Developer including the Consideration Value, the Society and Other Charges, interest and /or Liquidated Damages. The Allottee agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Allottee, in that regard, shall be deemed to have been waived.
- 29) This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. Any dispute shall be settled by a sole arbitrator appointed by the Developer and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 30) The Promoter shall be at liberty to allot the said apartment to any third party, after the promoter has refunded the advanced amount to the allottee as provided under the above clause.
- 31) The Allottee will make available all documents, as may be just and necessary for the preparation, execution and registration of the Agreement to Sale. The Allottee will make himself/ herself/ them selves available for registration of the documents as and when needed.

32) Details of architect

WHEREAS the Promoter has entered into a standard Agreement with Talib Pera Associate an Architect registered with the Council of Architects having License No.-CA/75/1019 and such Agreement is as per the Agreement prescribed by the Council of Architects. However, the

promoter herein have reserved the rights to change such Architect at any time if so desired by the promoter at its sole discretion.

33) Details of contractors

34) Details of Documents

WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the do comments of title, Deeds and Documents, Orders, NA Orders, Sanctions, Registration Certificates, 7/12 Extracts, Title Search Report of the said land, commencement Certificate, Indemnity Bonds, Undertakings, relating to the project land and the plans, layouts, 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 (herein after to be referred to as "the said Acts") and the Rules and Regulations made the re-under.

35) DISCLOSURE REGARDING MANUFACTURER'S WARRANTY

The Promoter specifically discloses that, the manufacturers of certain appliances, equipment's, standard fittings, machineries, electric pumps, lifts, Gas line if any, security equipment's if any, electronic equipment's if any, Solar System if any, Gym equipments if any, Garbage Chute, etc will be as per the warranty provided by the respective manufacturer/Supplier. The only warranty on those items is of the manufacturer's warranty and the Promoter is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

36) TAXES AND ITS PAYMENT

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of stamp duty, LBT, registration fee, GST, Value

Added Tax, Service Tax, and Cass 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 Apartment. It is agreed between the Promoter and the Allottee that all such taxes / duties / registration fees shall be paid by the Allottee separately as and when demanded by the Promoter within 07 days of such demand being made in writing.

It is agreed by and between the Promoter and the Allottee that, in case of failure of the Allottee to pay the Government dues as mentioned herein above, if the Promoter is subjected to any penal interest by the concerned government authorities then the Allottee shall be duty bound to reimbursed the same to the Promoter. Further, the Allottee agrees to pay to the Promoter, interest as specified in the Rule, on the taxes and penalty, which become payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is paid by the Promoter to the concern government authorities. It is agreed that, the Promoter shall have the right to claim such amount along with other claims of compensation /losses /burden undergone/under taken by the Promoter. It is further agreed that there shall always be a charge / lien on the said apartment in favor of the Promoter against the amount payable by the Allotee to the Promoter towards the Service Tax / VAT and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.

37) ESCALATIONS

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 under takes 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.

If at any time, after execution of this agreement the Central Government/ State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment / executive power etc. levies any tax /duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund /betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, penalties etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said apartment or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Allottee. The Allottee here by indemnifies the Promoter from all such levies, cost and consequences.

SCHEDULE "A"

All that part and parcel of the property 7588 sq. m. & Dist.- Vadodara bounded by:

EAST : 18 mtr. Road WEST : R.S. No.-420 NORTH : R.S. No.-418 SOUTH : R.S. No.-422

South

SCHEDULE-B

SCHEDULE-C

Specifications of Constructions for Apartment

SPECIFICATIONS:

- Earthquake resistant RCC Frame work structure & Block masonry work as per structure design.
- Internal smooth plaster with Putty Finish, External Plaster with weather resistant paint Finish.
- Elegant Entrance door with Superior Quality fittings & Internal both side laminated flush doors.
- Branded Modular switches & sufficient electric points with concealed ISI mark copper wiring.
- Vitrified Tiles flooring in all rooms.
- Power Coated Aluminum windows with stone sill.
- Granite platform with SS sink & wall tiles up to Intel level.
- Designer wall tiles up to lintel level with standard CP & Sanitary fittings.
- Branded Concealed UPVS & CPVC plumbing pipes.

Note:

- The aforesaid specifications are general and subject to change as per availability of the material.
- Any additional specification or work will be charged extra. No rebate will be given for cancellation reemission of any item which is agreed a aforesaid.

COMMON AMENITIES:

- Senior citizen sitting
- Club House
- Land scrape garden
- 24 Hr. water supply underground & Overhead water tank
- Water Proofing Treatment on Terrace.

014	DAY_	OF	20	AT VADODARA.	
The	Party of t				
1) 2) 3) 4) 5) 6) POA	ShriJay Shrihard ShriSati ShriHite	jaybhai\ eshbhai. dikbhaiJ shbhaiV ndrabha kajbhaiR	Jagdishb agdishhl allabhbh iRavjibh	oha Patel bhai Patel nai Patel nai Patel	
(Thi	Alkeshbh rd Party/ o Alkeshbh	confirmir	ng party)		
of P	awanInfra ough their	space P	vt. Ltd.		
Shri	Alkeshbha	ai J. Sha	h.		
WITI	NESSES :				

LIST OF ANNEXURES

ANNEXURE-A=Copy of the Certificate of the title issued by the advocate.

ANNEXURE-B=Copies of 7x12 Extract or any other revenue records ho Tower nature of the title of the Promoter to the said land.

ANNEXURE-C=Copy of Building Permission/Commencement Certificate.

ANNEXURE-D=Copy of the plans approved by the concerned local/planning authority.

ANNEXURE-E=Copy of floor plan of the said apartment.

ANNEXURE F=Authenticated copy of the Registration Certificate of the project granted by the Real Estate Regulatory Authority.

ANNEXURE-G =List of items that would be covered as Maintenance of the project.

DECLARATION

The Allottee/s declare/s that he/s he/they has/have read the agreement/got translated the same and fully understood the content so f the agreement and the re-after same have been executed by all parties.

(ALLOTTEE/S)