

AIRAN CORPORATION

UNIT NO. XXX

AGREEMENT TO SELL
(WITHOUT POSSESSION)

THIS AGREEMENT made at Ahmedabad this _____ day of _____, 2019

BETWEEN

AIRAN CORPORATION (PAN No. ABNFA4996P) a Partnership firm registered under the Indian Partnership Act, 1932, having its Registered Office at Bharat Deep, Jin Plot, Club Road, Dhrangadhra-363310 hereinafter referred to as **“THE VENDOR ”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Partners of the said firm at present and from time to time and their respective heirs, executors, successors and administrators) of the **ONE PART.**

AND

SHRI/SMT _____ Adult, Occupation Business, having his/her residential address at _____, Ahmedabad,

_____, a Partnership Firm registered under the provisions of the Indian Partnership Act, 1932, having its principal place of business at _____,

_____ Private Limited, a Private Limited Company registered under the provisions of the Companies Act, 1956, having its registered office at _____, Ahmedabad

Hereinafter referred to as **“THE PURCHASER“** (which expression shall wherever the context so permits be deemed to mean and include and shall always be deemed to mean and include in case of individual/s his/her/their heir/s , executor/s, administrator/s, in case of HUF, coparcener/s member/s for the time being and from time to time of the said HUF and their respective heirs, executors, administrators, in case of Proprietary Firm, its Sole Proprietor, his/ her heirs, executors, administrators, successors, in case of Partnership firm, Partner/Partners for the time being and from time to time of the said firm and their respective heirs, executors, administrators and in case of Company its Successors and assigns) of the **OTHER PART.**

WHEREAS under and by virtue of a Deed of Conveyance different dated executed by AIRAN CORPORATION in favour of the Vendor herein and registered with the office of the Sub-Registrar- Sanand on the different day under different Serial Nos., the Vendor is absolutely seized and possessed of otherwise well and sufficiently entitled to all that piece or parcel of freehold Non-Agricultural use bearing Sub plot no. 1, containing by admeasurements 5101.54 sq. mtrs. (allotted in lieu of Block no. 158 paiki, containing by admeasurements 902 Sq.mt., Block No. 158 /1, containing by admeasurements 1224 Sq.Mt., Block No. 158/2 containing by admeasurements 2126 Sq.Mt., Block No. 158/3, containing by

admeasurements 2125 Sq.Mt.) of Final Plot no. 124 of Town Planning Scheme No. 65 (Shela), Moje Shela, Ta : Sanand, Dist : Ahmedabad and hereinafter for the sake of brevity called as **“The said project Land”** more particularly described in the **FIRST SCHEDULE** hereunder written.

Sr. No	Revenue Survey No.	F.P. No.	Registration No. Of Deed Of Conveyance	Seller (Previous Owner)
1	158	124	4940	Saurabh Ashokkumar Patel
2	158/1 & 158/2	124	5137	Sandeep K. Agrawal
3	158/3 & 158/4	124	5141	Uma Ajayshanker Agrawal

AND WHEREAS the necessary Permission has been granted for using part of the said Land for Non Agriculture Residential Use purpose vide Order No. Taluka Panchayat /JMN/BKHP/SR/60/96-97 on dated 2/04/1997.

AND WHEREAS in accordance with the permission and plans duly granted/approved by Ahmedabad Urban Development Authority vide its Commencement Letter (Rajachitthi) bearing No. PRM/171/4/2019/234 dated 06/06/2019, the Vendor is in process of developing the said Lands pursuant to the approved plans by constructing a Residential & Commercial building/scheme thereon to be known as **“ SUN SHELA ONE”** comprising of 4 (four) separate Buildings bearing Block Nos. A to D wherein each block is consisting of First Cellar (Basement), Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor, Thirteen Floor, Stair Cabin, and Machine Room together with all Common amenities and facilities provided therein for the beneficial enjoyment of the Residential & Commercial Units consisting of Apartment/Unit Units in the said building/Scheme and out of the said Buildings part of the Ground and First Floors of only BLOCK NOS. A , C & D are being Developed for Commercial Use Purpose and the remaining Units of the said Buildings/Scheme are being Developed for Residential Use Purpose.

AND WHEREAS the Vendor is entitled and enjoined upon to put up the Project on the Project Land. The Vendor is in possession of the Project Land and has commenced the development of the said project as per the sanctioned plans.

AND WHEREAS the Vendor has agreed to sell proportionate undivided share to the extent of _____ sq. mtrs. in the said project Land together with constructed property being Apartment/Unit No. _____ admeasuring _____ sq. fts. i.e. _____ sq. mts. (Carpet area) along with attached open terrace admeasuring _____ sq. fts. equivalent to _____ sq. mtrs. (Carpet Area) forming part of the said Unit/Office on _____ Floor in the said

Building/Scheme known as “_____” (the said constructed property is hereinafter referred to as “**the said Apartment/Unit**”) more particularly described in the **SECOND SCHEDULE** hereunder written (the said undivided share in the said land and the said Apartment/Unit shall hereinafter collectively be referred to “the said property”) to the PURCHASER and the PURCHASER has agreed to purchase the said Property at or for the total price/consideration and on the terms and conditions mutually agreed by and between them and mentioned hereunder. The Purchaser shall be entitled to proportionate undivided share in the Common Assets with right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Purchasers of the commercial units therein. The common amenities and facilities to be provided in the said project/scheme are more particularly described in the **THIRD SCHEDULE** hereunder written.

AND WHEREAS the certified true copies of the Plans as sanctioned and approved by the Ahmedabad Municipal Corporation/AUDA and specifications of the Apartment/Unit agreed to be purchased by the Purchaser, have been attached hereto and marked respectively.

AND WHEREAS the Vendor has registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) with the Real Estate Regulatory Authority at _____ under no. _____; authenticated copy is attached as **ANNEXURE A** hereto;

AND WHEREAS the carpet area of the said Apartment/Unit shall mean the net usable area excluding the area covered by external walls, area under service shafts, exclusive of balcony or verandah area and exclusive open terrace area but includes the area covered by internal partition walls of the said Apartment/Unit as defined in Section 2 (k) of the said Act.

AND WHEREAS, on demand from the Purchaser, the Vendor has given inspection to the Purchaser of all the documents of title relating to the said Project Land and the Plans, designs and specifications prepared by the Vendor’s Architects and of such other documents as are specified under the said Act and the Rules and Regulations made there under and the Purchaser is satisfied with the same in all respects. The purchaser has also verified the documents filed/uploaded by the Vendor with the said authority. The Purchaser is satisfied in respect thereof and has accepted the same and shall not raise any dispute in the future in this regards.

AND WHEREAS, the certified copy of Certificate of Title issued by the Advocate of the Vendor, certified copies of extract of Village Forms No. VI, VII and XII / Property Card and all other relevant revenue record showing the nature of the title of the Vendor to the said Project Land on which the said Apartment/Unit is to be constructed have also been inspected by the Purchaser and accordingly the Purchaser is satisfied with the same in all respects.

AND WHEREAS, the Vendor has obtained the approvals from the concerned local authority(s) to the plans, the specifications, elevation, of the said building/s and shall obtain the balance approvals (if any further required) from the concerned authorities from time to time, so as to obtain Building Completion Certificate/Occupancy Certificate for the said Building/s.

AND WHEREAS, while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which shall be observed and performed by the Vendor while developing the said Project Land and the said Scheme/Buildings so as to obtain the necessary Building Completion Certificate/Occupancy Certificate for the said Building/s from the concerned local authority.

AND WHEREAS the Vendor shall be entitled to sell the remaining Apartment/Unit Units in the said Building with right to use all the common amenities and facilities provided therein and to be used in common with other Purchaser/s by Agreement to Sell also similar to these presents and on such price and terms and conditions as may be agreed upon by the Parties therein.

AND WHEREAS the vendor has also provided separate common amenities and facilities for the purchasers of the Commercial Units in the said building for their exclusive use only and more particularly described in the **FOURTH SCHEDULE** hereunder written, which amenities and facilities cannot be used by the purchasers of Residential Units in the said building and vice versa. Further, there are certain amenities and facilities which are provided by the Vendor for general and common use of all the purchasers of both the commercial and residential units which amenities and facilities are more particularly described in the **FIFTH SCHEDULE**

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Vendor a sum of Rs._____ (Rupees_____), being part payment of sale consideration of the said Apartment/Unit agreed to be sold by the Vendor to the Purchaser, as advance payment or application fee or earnest money (the payment and receipt whereof the Vendor hereby admit and acknowledge) and the Purchaser has agreed to pay the balance of the sale consideration in the manner hereinafter appearing.

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 hereafter;

AND WHEREAS, under Section 13 of the said Act, the Vendor is required to execute a written Agreement for Sale of the said Apartment/Unit with the Purchaser, being in fact these presents and also to register the Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as manually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the said property.

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

1. The Vendor shall construct a residential and commercial project/Buildings/Scheme to be known as “**SUN SHELA ONE**” (comprising of 4 (Four) separate Buildings bearing BLOCK NOS. “A” TO “D”), consisting of First Cellar (Basement), Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelfth Floor, Thirteen Floor, Stair Cabin, and Machine Room together with all Common amenities and facilities provided therein and required for the beneficial enjoyment of the said building/Scheme as per plans, designs and specifications duly approved by Ahmedabad Urban Development Authority at present or amended (if required) from time to time.

Provided that, the Vendor shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the said Apartment/Unit agreed to be sold to the Purchaser except any alteration or addition required by any Government authorities or due to change in any law/s.

- 1.(a) (i) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser the said Apartment/Unit No. more particularly described in the **SECOND SCHEDULE** hereunder written at or for the aggregate price/consideration of **Rs. _____/- (Rupees _____ only)** including Rs. _____/- (Rupees _____ only). The total consideration price mentioned herein is inclusive of the price for the proportionate undivided share in the Project Land. The total consideration price is also inclusive if proportionate price of the common areas and facilities of the said project. The nature, extent and description of the common areas and facilities, which are more particularly described in the **THIRD SCHEDULE** hereunder written.
- (ii) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser balcony/verandah 1 having area admeasuring _____ sq metres/ sq. feet forming part of the said apartment/unit,
- (iii) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser balcony/verandah 2 having area admeasuring _____ sq metres/ sq. feet forming part of the said apartment/unit,

(iv) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser wash area balcony having area admeasuring ____ sq metres/ sq. feet forming part of the said apartment/unit,

(v) The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser open terrace having area admeasuring ____ sq metres/ sq. feet forming part of the said apartment/unit,

(vi) The Purchaser hereby agrees that the Vendor shall allot on his sole discretion open or covered parking spaces situated on either ground, podium, stilt or basement constructed as per layout plan in the said project. The allotment of parking spaces shall be on any price consideration decided by Vendor as per Sale Deed.

1(b) The total aggregate consideration amount for the Apartment/ Unit, proportionate price of undivided share in the project land and undivided share in the common areas and facilities appurtenant to the said Apartment/ Unit and other areas as mentioned in clause 1 (ii) to (vi) agreed to be sold hereunder shall be as mentioned herein above i.e. Rs._____-/- (Rupees _____), which the Purchaser hereby agrees.

1(c) The Purchaser has paid on or before execution of this Agreement sum of Rs. _____ (Rupees _____only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Vendor the balance amount of Rs. _____ (Rupees _____)) in the following manner or as mutually agreed by and between the Vendor and Purchaser hereto

Installment % Of Total Price	Payment Stage
30%	after the execution of Agreement
45%	on completion of the Plinth of the building or block in which the said Apartment/Unit is located.
70%	on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment/Unit is located
80%	completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment/Unit
85%	completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment/Unit is located.
95%	completion of the lifts, water "pumps, electrical fittings, electro, mechanical and environment, requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment/Unit is located.
100%	at the time of handing over of the possession of the Apartment/Unit to the Purchaser on or after receipt of occupancy certificate or completion certificate.

The purchaser shall pay to the Vendor the installments of consideration price mentioned herein above or any other dues under this Agreement on their respective due dates without demand being made. The above mentioned Consideration price has been agreed upon after considering and factoring the input tax credit available on input materials and services as stipulated under the prevalent GST Act. The purchaser shall not be eligible for any additional/further credit on account of input GST credit availed by the Vendor in the Project

1(d) The total price as stated above excludes:

The total price as stated above excludes any taxes, levies, cesses, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, and payable in respect of the said property or howsoever arising from the transaction contemplated herein to any Government Authority, any and all taxes from time to time that is service tax, value added tax (VAT), GST or Stamp Duty, registration fees, or any tax, levy or imposts, etc. arising from sale or transfer of the said Property to the Purchaser or the transaction contemplated herein. They all shall be borne and paid by the Purchaser as may be demanded by the Vendor from time to time.

- (i) Preferential Location Charge (if any), Floor Rise Charges and Payment of expenses for any extra work/Alteration/Addition to the constructed Unit as decided at the time of booking of the Unit.
- (ii) The transaction covered by this agreement at present is not understood to be eligible to tax under some other direct or indirect tax laws or similar other laws. If however, by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, this transaction is held to be liable to tax, either as a whole or in part or any inputs of materials or equipments used or supplied in execution of or in connection with this transaction are eligible to tax, the same shall be borne and payable by the Purchaser on demand at any time.
- (iii) Torrent Power Company/UGVCL charges relating to electricity connection - electrical power, laying of cable charges, installation of transformer or sub-station or other equipments and instruments; payment of security and other deposits; and all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.
- (iv) All and every cost, charges and expenses and deposits to be paid for obtaining water and drainage connection from Ahmedabad Municipal Corporation/AUDA
- (v) All and every costs, charges and expenses for sanction of development and construction plans and specifications, etc. from Ahmedabad Municipal Corporation/AUDA and all other concerned authorities; security deposits, scrutiny fees, all and every other costs, charges and expenses relating to the same or the matters incidental or ancillary to the aforesaid.

All and every cost, charges and expenses referred to in clauses 1(d) (i) to (vi) shall be borne and paid by the Purchaser to the Vendor additionally i.e. over and above the amount mentioned in clauses 1 (a) and (b) hereinabove. Such payment shall be made by the Purchaser to the Vendor as and when demanded by the Vendor failing which, the Purchaser shall be liable to pay 6% interest at the rate agreed hereunder for the delayed period on the outstanding amount till payment is made to the Vendor. Further, in any event, such outstanding amounts with interest thereon shall be paid by the Purchaser to the Vendor before the execution and registration of the Deed of Conveyance by the Vendor in favour of the Purchaser.

- 1(e) 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 Vendor undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
- 1(f) The Vendor may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser by discounting such early payments @ 6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser by the Vendor. The purchaser shall not be entitled to any rebate if the payments are preponed voluntarily by the purchaser and the Vendor has not agreed to provide any rebate in writing to the purchaser
- 1(g) The Vendor shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building 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 Vendor. If there is any reduction in the carpet area within the defined limit then Vendor shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate of 6 %, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Vendor shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.

- 1(h) The Purchaser authorizes the Vendor 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 Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.
- 2.1 The Vendor 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 Apartment/Unit to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/Unit .
- 2.2 Time is essence for the Vendor as well as the Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the Apartment/Unit to the Purchaser and the undivided share in the project land and common areas to the Purchaser or Service Society/Association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor as provided in clause I (c) herein above. ("Payment Plan").

3. The Vendor hereby declares that the Floor Space Index available as on date in respect of the project land is **9182.77** square meters only and Vendor has planned to utilize Floor Space Index of **13774.16** 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 are applicable in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor has disclosed the Floor Space Index of **13764.00** as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall be belong to Vendor only.
- 4.1 If the Vendor fails to abide by the time schedule for completing the project and handing over the Apartment/Unit to the Purchaser, the Vendor agrees to pay to the Purchaser, interest as per Reserve Bank of India Marginal Cost of Landing Rate (MCLR) + 2 % per annum, on all the amounts paid by the Purchaser, for every month of delay, till obtaining the Building Use Permission of the said property. The Purchaser also agrees to pay to the Vendor, interest as per Reserve Bank of India Marginal Cost of Landing Rate (MCLR) + 2 % per annum, on all the delayed payment which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser(s)

to the Vendor. The Vendor shall under such circumstances, be entitled to withhold the delivery of possession of the said property to the purchaser until entire dues are not paid to the Purchaser.

- 4.2 Without prejudice to the right of Vendor to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Vendor shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement, the Promoter shall refund to the Purchaser within a period of thirty days of the termination, the installments of Consideration price which may till then have been paid by the Purchaser to the Promoter after adjusting 50% of the consideration as liquidated damages. If the installments of consideration price paid till then by Purchaser are less than 50% of the consideration then Purchaser shall be required to pay to Promoter, and Promoter will be entitled to recover the balance amount from the Purchaser, and Purchaser shall pay the same to Promoter within a period of 30 days of termination. Upon issue of notice of termination, the Purchaser will have no claim of any nature whatsoever against the Promoter or in respect of the said property and generally under this Agreement, save and except the amount to be received by the Purchaser from the Promoter, if any as per above. On such termination and cancellation of the agreement, the Vendor shall be entitled to sell or otherwise dispose off the said property in such manner and to such person(s) and upon such terms and conditions as the Vendor in its absolute discretion deem fit and proper without any reference to and/or consent or concurrence of the Purchaser and the Purchaser shall not be entitled to claim any right title or interest in the said Property.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Vendor at his/her/its option in the said building and the Apartment/Unit as are set out in **ANNEXURE 'B'**, annexed hereto. In the event, the Purchaser requests the Vendor to make any addition or alteration in the Apartment/Unit as permissible under relevant law/s or change/upgrade in any internal fittings/materials, the Purchaser shall be liable to pay such amount/s as may be agreed upon by and between the Vendor and Purchaser in addition to the amounts payable under this Agreement. Also the specifications as mentioned in the annexure are basic in nature and there may be some changes in the color, size, brand, design, pattern, texture, etc.
6. The Vendor shall give possession of the Apartment/Unit to the Purchaser on or before **31st March 2022**. If the Vendor fails or neglects to give possession of the Apartment/Unit to the Purchaser on account of reasons beyond its control and of its agents by the aforesaid date, then the Vendor shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Apartment/Unit with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor shall be entitled to reasonable extension of time for giving delivery/possession of Apartment/Unit on the aforesaid date, if the completion of building in which the Apartment/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.
 - (iii) any concerned competent authority/ies, refusing withholding, denying, delaying the grant of necessary approvals, or revoke, cancel, or suspend the approvals already granted for the said project,
 - (iv) any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority/ies becoming subject matter of any suit / writ before a competent court or;
 - (v) non availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, shortage of labor or other intermediaries or due to any reason whatsoever;
 - (vi) on account of reasons beyond the control of Vendor and of its agents
7. If the construction of the project is completed and Building Use Permission is obtained ahead of estimated schedule, the balance payment under this agreement will become payable on Vendor's demand against possession to be given by the Vendor to

the Purchaser as per clause 7.1 and 7.2 and other applicable clauses of this Agreement and said Act. The Payment plan as mentioned in 1 (b) herein above shall deemed to be modified accordingly and the Purchaser shall not raise any objection or dispute in this regards.

7.1 PROCEDURE FOR TAKING POSSESSION

The Vendor shall notify the Purchaser about receipt of Building Use Permission of the said Property, within a period of 7 days from grant of Building Use Permission by the competent authority. The Purchaser shall take possession of the said property from the Vendor, within a period of 15 days, from date when the said property is notified in writing to be ready for delivery and possession to the Purchaser by making all balance payments as per this Agreement. In any event within a period of three months from the date of issue of Building Use Permission, the Purchaser shall make balance payments, and against such payments, Vendor to hand over possession of the said Property to the Purchaser, and to execute and register Deed of Conveyance in favor of the Purchaser in accordance with the other provisions here in.

7.2. FAILURE OF PURCHASER TO TAKE POSSESSION OF APARTMENT/UNIT

Upon receiving a written intimation from the Vendor as per clause 7.1, the Purchaser shall take possession of the Apartment/Unit from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor shall give possession of the Apartment/Unit to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable. Property Taxes and "Holding Charges" as may be fixed by Vendor, and the said Property thereafter will be at risk and consequences of Purchaser.

7.3 If within a period of **five years** from the date of handing over the Apartment/Unit to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the said property then, wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects, the Purchaser shall be entitled to receive from the Vendor compensation equal to cost to cure / rectify such defect. Provided that the Vendor shall not be liable to rectify any defect or for payment of any compensation in the following cases:

- a) If the cause of any such defect is not attributable to the Vendor or are beyond the control of the Vendor; or
- b) In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- c) Vendor shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or

factory made products which are not considered as defect by the manufacturers or the suppliers; or

- d) In case where guarantees and warranties are provided by the third parties, the same shall be extended to the Purchaser and to honor such warranties and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said unit/ building/ phase/ wing, and if the annual maintenance contracts or applicable licenses are not done/renewed by the Purchaser/ Service Society or Limited Company, the Vendor shall not be responsible for any defects occurring due to the same; or
 - e) If the Purchaser has defaulted in any of its representations or covenants as mentioned in clause 14 of this Agreement;
 - f) The Service Society or Limited Company or the Purchaser has not adhered to maintenance schedule and operating manual as prescribed by the manufacturer/ Vendor'
 - g) The Purchaser has carried out any alterations of any nature in the said Unit which shall include but not be limited to alterations in columns, beams, etc. in the fittings there in, pipes, water supply connections or any erection or alteration in the bathroom, toilet etc. If any such work/s is/are carried out, then the defect liability shall automatically become void.
8. The Purchaser shall use the Apartment/Unit or any part thereof or permit the same to be used only for purpose of commercial use and not for any other purpose. Also The Purchaser shall not use the Apartment/Unit for Machinery repairing, Printing Press, Diamond/Stone cutting mill, Storage of Hazardous Material, Hostel/Boarding school & Hotel with residential rooms. The Purchaser shall use the garage or parking space only for purpose of keeping or parking vehicle and shall not store any other items in the said space. Further, the Purchaser shall not be entitled to use the said Apartment/Unit or permit the same to be used in a manner which may or is likely to cause nuisance or annoyance to occupiers of the other Apartments/Units nor for any illegal or immoral purposes or for the purposes prohibited by law. The Purchaser has agreed to this and on the basis of his assurance the Vendor has agreed to sell the said property to the Purchaser
9. The Purchaser along with other Purchaser(s) of Apartment/Units in the building/Project/Scheme shall join in forming and registering the Service Society or Association or a Limited Company to be known by such name as the Vendor 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 Vendor within seven days of the same being forwarded by the Vendor to the Purchaser, so as to enable the Vendor to register the common organisation of Purchaser. No objection shall be taken by the Purchaser 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.

- 9.1 Within 15 days after notice in writing is given by the Vendor to the Purchaser that the Apartment/Unit is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment/Unit) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, electricity expenses for common areas, facilities, lights and elevator services, repairs and salaries of clerks, bill collectors, Security, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.

The Parties hereto agree that the Vendor shall be entitled in its sole discretion to maintain the project land and building/s/scheme for the initial period of 2 (two) years from the date of Building Use Permission thereof. The Purchaser further agrees that the Purchaser shall pay to the Vendor in advance provisional monthly contribution of Rs. _____ per month towards his/her share of the outgoings/maintenance expenses the details of which are as stated in **ANNEXURE C** of this Agreement for the said period of 2 (two) years i.e an aggregate amount of Rs. _____ at the time of execution of the Sale/Conveyance Deed. The amounts so paid by the Purchaser to the Vendor shall be utilized towards such expenses, however the Purchaser shall not be entitled to demand any accounts in respect of the same for the said entire period of 2 (two) years.

The Purchaser hereby agrees and confirms that after the initial period of 2 (two) years, the project land and building/s/scheme shall be managed and maintained by the Service Society or Limited Company which is formed, and the Purchaser shall pay to the said Service Society or Limited Company his/her proportionate share of outgoings as may be determined by the managing committee thereof from time to time. Further, In addition to the monthly maintenance expenses, the Purchaser shall deposit and keep deposited with the Vendor/Service Society a Fixed Maintenance Deposit in the amount of Rs. _____/- (Rupees _____ Only) which amount/interest amount obtained from the same shall be utilized for the maintenance and up keeping of the said Building/Scheme and its common amenities and facilities.

10. Over and above the amounts mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said Apartment/Unit shall pay to the Vendor such proportionate share of the outgoings as may be

determined by the Vendor and which are not covered in any other provisions of this agreement.

11. The Purchaser shall pay to the Vendor a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendor in connection with formation of the said 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.
12. If the legal transfer documents involve registration of conveyance, of common areas, spaces, amenities, in favor of Service Society or Limited Company, then the Purchaser shall pay to the Vendor, the Purchaser's share of stamp duty, registration charges, and all other cost, charges and expenses, that may be required to be paid, spent or incurred with respect to such conveyance or any document or instrument of transfer. If the Purchaser fails to pay such amount, then the Vendor shall be entitled to deduct the proportionate amount from the Monthly Maintenance/ Maintenance Deposit paid by the Purchaser to the Service Society or Limited Company.

The proposed draft of conveyance deed/sale deed to be executed between the parties is uploaded by the Vendor on the website of the Real Estate and Regulatory Authority of Gujarat. The Purchaser has studied understood and accepted it. It is agreed between the parties that the same at the sole discretion of the Vendor may be modified or altered as may be advised by the Attorney – at – Law or Advocate to the Project as the nature and circumstances may require. The same without any reservation or objection shall be binding to the Purchaser.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Purchaser as follows:

- i. The Vendor 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 Vendor 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 Project except a charge created in favour of _____ Bank to obtain project loan for the said scheme, which loan pertaining to the said Apartment/Unit shall be paid by the Vendor to the _____ Bank on or before execution of the Deed of

Conveyance and necessary No Objection Certificate in that regard shall be obtained by the Vendor before execution and registration of the said Deed of Conveyance.;

- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing 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 land and said building/block shall be obtained by following due process of law and the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/Block and common areas;
- vi. The Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment/Unit which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Apartment/Unit to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the project Land/common areas/assets, building/structure to the Purchaser or Service Society/association of Purchasers the Vendor shall handover lawful, vacant, peaceful, physical possession of the project Land/common areas/assets, building/structure to the Purchaser or the Service Society/Association of the Purchasers;
- x. The Vendor 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 till Building Use Permission in respect of the said Project/Scheme is granted by the Relevant/Competent Authority and thereafter the same shall be paid by the Purchaser proportionately with all other purchasers of the said Project/Scheme;

- 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 Vendor in respect of the project land and/or the Project except those disclosed in the title report.

14. THE PURCHASER/S OR HIMSELF/THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE APARTMENT/UNIT MAY COME, HEREBY COVENANTS WITH THE VENDOR AS FOLLOWS: -

- i. To maintain the Apartment/Unit at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/Unit is situated and the Apartment/Unit itself or any part thereof without the consent of the local authorities, if required. The Purchaser specifically agrees not to change or add any plumbing lines/water lines in the Apartment/Unit in any manner of whatsoever nature and in the event the Purchaser doing so, the Purchaser shall be liable to bear all costs and expenses that may be incurred to rectify damages to any other Apartment/Unit in the building or common areas due to such act of the Purchaser.
- ii. Not to store in the Apartment/Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/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 staircases, common passages or any other structure of the building in which the Apartment/Unit is situated, including entrances of the building in which the Apartment/Unit is situated and in case any damage is caused to the building in which the Apartment/Unit is situated or the Apartment/Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment/Unit and maintain the Apartment/Unit in the same condition, state and order in which it was delivered by the Vendor to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment/Unit is situated or the Apartment/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 Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment/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 Apartment/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Unit is situated .and shall keep the portion, sewers, drains and pipes in the Apartment/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 building in which the Apartment/Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment/Unit without the prior written permission of the Vendor and/or the Service 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 and the building in which the Apartment/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 Apartment/Unit in the compound or any portion of the project land and the building in which the Apartment/Unit is situated.
- vii. Pay to the Vendor within fifteen days of demand by the Vendor, his/her share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment/Unit is situated.
- 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 Apartment/Unit by the Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment/Unit until all the dues payable by the Purchaser to the Vendor under this Agreement are fully paid up and the permission is granted by the Vendor. The Vendor shall grant such permission at its own discretion and may even deny granting such permission, the condition that may be imposed for grant of permission shall be binding upon Purchaser.
- x. The Purchaser shall observe and perform all the rules and regulations which the Service Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof and all resolutions that may be made from time to time for protection and maintenance of the said building and the Apartment/Unit Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Service Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment/Unit in the Building

and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof. The Purchaser shall without delay, at his cost and expenses carry out any want or defects pointed out to purchaser.
- xii. The Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii. “Said Property” shall mean the self-contained construction of the unit, more particularly described in **SECOND SCHEDULE** here under written and only related FSI used for the same.
- xiv. The consideration Price of the said property is one compact and composite consideration – price. The Purchaser shall not be entitled for any running or final bill or estimate of land contribution, construction, common development or any other separate detailed particulars of the consideration. However, the Vendor for relevant purposes of accounting or other requirements may split the same into different components for different account purpose.
- xv. If the Purchaser shall desire to obtain a loan from any financial institution/ bank (“the institution”) then the Vendor shall give all possible assistance but the onus of getting the loan sanctioned shall be solely on the Purchaser. In case if the Purchaser is not able to get loan sanctioned then it shall make necessary arrangements from its own sources to pay the installments as mentioned herein. Non sanctioning of loan or any delay in sanction of loan for any reasons whatsoever shall not be considered as legitimate reasons for the delay and the Purchaser shall be liable to pay the interest and penalty as agreed in this Agreement, if the loan amount is to be disbursed as per progress of the work or otherwise and payable by the institution directly to the Vendor, the purchaser hereby gives consent / permission for the same. The Vendor will be entitled to claim and receive such payment directly from the Institution and the Purchaser hereby gives irrevocable consent for the same to Vendor and Institution. Such disbursements made by the Institution to the Vendor shall be debited by Institution to loan account of Purchaser and be received by Vendor towards the Price Consideration and other amounts to be received under this Agreement.
- xvi. The Purchaser hereby covenants that it will not raise any hindrance, objection or requisition, dispute or grievance as inconvenience, discomfort, nuisance or annoyance for the construction of any type of legally sanctioned work being carried out by the Vendor nor shall make any claim in respect thereof. The Purchaser agrees to extend his all cooperation in completion of the project in general and related work.

- xvii. The overall control and management of the said Project, implementation thereof, power to sell the units and other premises in the project, of all and every other related matters, in general shall be that of the Vendor. The decision of the Vendor in all matters shall be final and binding upon the Purchaser herein and all other purchasers in the Project, The Vendor shall be entitled to undertake construction and develop the same in any manner Vendor desires and decides. The Purchaser shall extend all the cooperation to the Vendor for the same.
- xviii. The Vendor, Service Society or Limited Company will setup rules and regulations for the said project pertaining to allocation, distribution, management, use, occupation, enjoyment, maintenance, repair, reconstruction, renovation or replacement of the common amenities as may be decided by them. The same shall be binding upon the purchaser and other purchasers of said project.
- xix. The right and interest of the Purchaser is limited and restricted to said property and right to use along with other purchasers the common amenities of Project. The purchaser shall have right to common amenities to an extent planned, designed and provided by the vendor.
- xx. The Purchaser will have to bear any betterment charges or AUDA/ AMC/ Government related charges/ levies of any nature that may come up in the future from time to time before or after the Sale Deed, The Purchaser will bear and pay all present and future, applicable charges, property/ municipal taxes, cess, etc. payable to the Central Government, State Government, AMC/AUDA and/or local authorities after the date of Building Use Permission in respect of the Said Property.
- xxi. The Purchaser has also been given the brochure of the project which also describes the project. However, the said brochure is only for illustrative purposed and is not to be construed as a binding legal document. The images shown in the brochure are computer stimulated representations and are subject to error and omissions. The furniture and fixtures, electrical appliances and other loose items shown in the brochure are only for illustrative purposes and do not form a part of the standard product on sale. The furniture and fixtures, electrical appliances and other loose items shown in the brochure is only suggestive and subject to change as per site conditions and as per the instructions of the project architect. The Vendor reserves the right to make changes/alterations in the actual construction at site or in specifications or amenities of the project as may be suggested by the Architect or Engineer of the Project.
- xxii. The Purchaser represent that they have understood and are completely satisfied with the specifications, plans, layout, brochures, approvals, title of the Project Land and the said Property, price and the manner in which the Vendor proposes to develop the Said Property and the Purchaser has received copy of the application form filled at the time of booking and they have understood and hereby confirm the terms and conditions in such application form in respect of the Said Property. The term and conditions as mentioned

in the said booking/application shall be binding on the Purchaser and shall form a part of this Agreement for sale.

- xxiii. The Purchaser shall not have any objection if any portion of the said Project Land is handed over to the electric supply company for putting an electric sub-station or other infrastructure and the Vendor shall be entitled to give such part of the Project Land to the said company or any other body for such purpose on such terms and conditions as may be agreed between the Vendor and the said company and the same shall be binding on the Purchaser and the said Service Society or Limited Company.
- xxiv. The Purchaser agree that though they shall become free, independent and absolute owners of the said unit, the said unit shall be used, occupied and transferred by them as per rules and regulations that shall be framed by said Service Society or Limited Company.
- xxv. The Purchaser hereby acknowledges that even after the Service Society or Limited Company has been formed with respect to the said Project, the Vendor shall be entitled to sell or in any other manner transfer the un-sold units in the said Project to any third party on such terms and conditions as it may deem fit and such Purchaser/transferee of un-sold units shall be entitled to become member of the Service Society or Limited Company and use all common areas and facilities in the Project at par with other unit Purchaser/occupiers.
- xxvi. The Purchaser hereby agrees that Air Conditioners shall be allowed to be placed only at the planned and specific spaces provided by the Vendor and at no other place outside the Apartment/Unit. It is further agreed by the Purchaser that any exhaust/Ducting/Piping in any Apartments/Units shall be installed as per the plan/s and guidelines of the Vendor.
- xxvii. The Vendors shall decide the place, color and size of the name plate/Board which will be put in entrance of said building for indicating the name of the Unit Purchasers therein. It is hereby agreed that the Purchaser shall not put any other name plate or Board on any part of the building except on the door of the said Apartment/Unit.
- xxviii. The Purchaser hereby agrees with the Vendor and undertakes to pay amounts liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Vendors indemnified against the said payments and observance and performance of the covenants and conditions contained herein.
- xxix. The Purchaser hereby agrees that the said Residential & Commercial Building/scheme shall always be known, as **“SUN SHELA ONE”**, and the name shall not be changed in any circumstances whatsoever.
- xxx. The Purchaser hereby agrees that the said Apartment/Unit shall be used, occupied and enjoyed by the Purchaser as one Apartment/Unit and the Purchaser shall not divide or sub-divide the same for use as more than one Apartment/Unit. It has been specifically

agreed that the main door of the said Unit shall not be changed, altered in size or location. No other door, window or opening shall be made in the said Apartment/Unit other than as made by the Vendor on completion of the construction of the same.

- xxxi. The Purchaser hereby agrees that the Vendor may if it deems fit/viable in its sole discretion provide security, telephone cable, multipurpose cable, TV channels, piped gas line, intercom facility, Internet and other communication facilities and other facilities of common use and purpose in the scheme. These facilities may be provided through any outside agency under contract with him/it on such terms and conditions as may be finalized by the Vendor. Any agreement - arrangement that may be worked out for the same and the terms and conditions thereof will also be binding upon the Purchaser and other members in the scheme. The Purchaser may use such facilities as per rates - price - consideration and terms and conditions as may be fixed by the Vendor in that regard.
- xxxii. The Purchaser hereby agrees that the Purchaser is entitled to the attached terrace portion of the said constructed unit and the terrace portion attached to the Unit Nos. _____ situated on the ____ and ____ Floor in the said Building shall belong exclusively to the respective Purchaser/s of the said Unit and the Purchaser herein shall not be entitled to use or have access to the same in any manner in any circumstances. The Purchaser of terrace unit will strictly keep the terrace open to sky & shall not construct any temporary or permanent structure whatsoever.

OR

The Purchaser hereby agrees that the Purchaser of Unit Nos. _____ and _____ are exclusively entitled to the attached terrace portion of the said constructed units situated on the ____ and ____ Floor in the said Building and the same shall belong exclusively to the respective Purchaser of the said Units and the Purchaser herein shall not be entitled to use or have access to the same in any manner in any circumstances. Also it is to be noted that the Purchaser of terrace unit will strictly keep the terrace open to sky & shall not construct any temporary or permanent structure whatsoever.

- 15. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Service Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/Unit Units or of the said Plot and Building, or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment/Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the same is transferred as hereinbefore mentioned.

17. VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor executes this Agreement it shall not further mortgage or create a charge on the Apartment/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 Purchaser who has taken or agreed to take such Apartment/Unit .

18. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Vendor does not create a binding obligation on the part of the Vendor or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 10 (ten) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Vendor. If the Purchaser(s) fails to execute and deliver to the Vendor this Agreement within 10 (ten) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor, then the Vendor shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 7 (seven) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever within 30 days of cancellation after deducting an amount of Rs. 5,00,000/- or 5% of the total purchase price, whichever is less, as administrative charges.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent

Purchasers of the Apartment/Unit , in case of a transfer, as the said obligations go along with the Apartment/Unit for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Apartment/Unit to the total carpet area of all the Apartment/Unit Units in the Project.

24. 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.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor through its authorized signatory at the Vendor's Office, or at some other place, which may be mutually agreed between the Vendor and the Purchaser at Ahmedabad, and shall be registered at the office of the Sub-Registrar concerned. Hence this Agreement shall be deemed to have been executed at Ahmedabad.

26. WAIVER

Any delay by the Vendor in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser shall not be considered as a waiver on the part of the Vendor of the Purchaser nor shall the same in any manner prejudice the remedies of the Vendor.

27. **SURVIVAL**

Termination of this Agreement (a) shall not relieve the Purchaser of any obligations herein which expressly or by implication survives termination hereof, and (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of the Purchaser, shall not relieve the Purchaser of any obligations or liabilities for loss or damage to the Vendor arising out of or caused by acts or omissions of the Purchaser prior to the effectiveness of such termination or arising out of such termination.

28. The Purchaser and/or Vendor shall present this Agreement as well as the conveyance at the proper registration office of the Sub-Registrar concerned within the time limit prescribed by the Registration Act and the Vendor will attend such office and admit execution thereof.
29. That all notices to be served on the Purchaser and the Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of Purchaser

_____ (Purchaser's Address) Notified Email ID:

M/s. _____ Vendor name

_____ (Vendor Address) Notified Email ID:

It shall be the duty of the Purchaser and the Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor or the Purchaser, as the case may be.

30. **JOINT PURCHASERS**

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

- 30.1 In case the Purchaser is joint, the first named Purchaser alone will be able to represent their interest and other joint Purchaser shall not have any independent or separate voice/rights.

- 30.2 All consents, confirmations etc. if and when required of the joint Purchaser, the same shall be deemed to have been sufficiently given and received from the first of such joint Purchaser. However, it has been agreed that for the purpose of the sale, mortgage, transfer, rent/lease/leave and license, etc. the signatures of the all the joint Purchaser shall be required.
- 30.3 Further, the liabilities, responsibilities, obligations, under this Agreement shall be joint and several of the joint Purchaser. All notices, communications, etc. may be addressed by the Vendor to the first of such joint Purchaser.
- 30.4 The Purchaser inter-se shall not be entitled to subdivide the said Property, the intent being the said Property shall stand in the names of the joint Purchaser as one single unit.

31. **STAMP DUTY AND REGISTRATION**

The charges towards stamp duty and Registration of this Agreement and the conveyance of the Apartment/Unit undivided proportionate share of land as well as all other documents to be executed by the Vendor in favor of the Purchaser shall be borne by the Purchaser.

32. **DISPUTE RESOLUTION**

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

33. **GOVERNING LAW**

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

34. **RESTRICTION**

The Purchaser hereby agrees that he/she/they shall use the said constructed Unit/property only for commercial use purpose, however the Purchaser agrees that he/she/they shall not use the said constructed Unit or any part thereof for any **educational/vocational classes, hostel/hotel use, garage, video game place, or pan parlor use**. The Purchaser shall not use the said constructed Unit/property in such a manner which may or is likely to cause nuisance or annoyance to occupiers of the other constructed Unit/s nor for any illegal or immoral purpose.

35. **ADVERTISEMENT**

The Vendor has declared and announced its scheme by issuing brochures and publishing in different mediums. It has been agreed that if anything agreed upon as recorded herein is inconsistent with what has been advertised as aforesaid, what is agreed upon herein shall prevail.

36. **FOREIGN REMITTANCES**

The Purchaser agrees that in respect of any remittances, or transfer of money is attracted by the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and rules and regulations of Reserve Bank of India or any other applicable law shall be the sole responsibility of the Purchaser, and all concerned. The Vendor accepts no responsibility in respect thereof.

37. **NO POSSESSION**

No possession of the said Property before or at the time of execution of this Agreement is handed over by the Vendor, and such possession will be handed over only at the time as provided under the terms hereof.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

**SIGNED AND DELIVERED BY THE
WITHIN NAMED VENDOR
AIRAN CORPORATION**

through the hands of its Authorized
Signatory

(Mr. _____)

**SIGNED AND DELIVERED BY THE
WITHIN NAMED PURCHASER**

In the presence of

1.

2.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of freehold Non-Agricultural use bearing Sub plot no. 1, containing by admeasurements 5101.54 sq. mtrs. (Allotted in lieu of Block no. 158 paiki, containing by admeasurements 902 Sq.mt., Block No. 158 /1, containing by admeasurements 1224 Sq.Mt., Block No. 158/2 containing by admeasurements 2126 Sq.Mt., Block No. 158/3, containing by admeasurements 2125 Sq.Mt.) of Final Plot no. 124 of Town Planning Scheme No. 65 (Shela), Moje Shela, Ta : Sanand, Dist Ahmedabad.

On or towards the North : By 18 Mts T.P.S. Road
 On or towards the South : By Final Plot No. 124 (S.P.2)
 On or towards the East : By 24 Mts T.P.S. Road
 On or towards the West : By Final Plot No. 115/2

THE SECOND SCHEDULE ABOVE REFERRED TO

All that proportionate undivided share to the extent of _____ sq. mtrs. in the project land along with constructed property being Apartment/Unit Unit No. _____ admeasuring _____ sq. fts. i.e _____ sq. mtrs. (Carpet) **along with attached open terrace admeasuring _____ sq. fts. equivalent to _____ sq. mtrs. (Carpet Area) forming part of the said Office Unit** on _____ Floor of the said building/Scheme known as “**SUN SHELA ONE**” constructed on the said project Land together with undivided share in the Common Assets and right to use all the Common Amenities and facilities provided in the said Building/Scheme to be used in common with other Apartment/Unit Unit Purchasers therein and the said Apartment/Unit Unit is bounded as follows:

On or towards the North :
 On or towards the South :
 On or towards the East :
 On or towards the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

Description of Common Amenities & Facilities to be used by the

Residential Unit Holders

- * Lifts
- * Common Open Plot/Lawn
- * Children's Play Area
- * Passage with lights leading to all the Floors and Cellar
- * Over head Water Tank
- * Underground Water Tank
- * Pump with Motor
- * Electric Meter
- * Security Cabin; Entrance and Exit Gates

THE FOURTH SCHEDULE ABOVE REFERRED TO

Description of Common Amenities and Facilities to be used by the

Commercial Unit Holders

- * Passage with lights leading from Ground to 1st Floor
- * Separate Underground Water Tank
- * Pump with Motor
- * Electric Meter
- * Parking only in front of the Commercial Unit

THE FIFTH SCHEDULE ABOVE REFERRED TO

- Electric Sub-station
- Drainage Lines – Manhole Connections
- Service Lines in Basement
- Electric Meter Room
- Sewerage Treatment Plant (if Applicable)

ANNEXURE “C”

THE SIXTH SCHEDULE ABOVE REFERRED TO

Details of common expenses to be incurred by the Vendor for the initial period of 24 Months from the fixed monthly maintenance amount received from the Purchaser

- Common Area Electricity Bills
- Common Area Property Taxes
- Security Expenses
- Housekeeping Expenses for common areas and facilities
- Normal day to day expenses for maintaining and up-keeping of the common areas and facilities.

ANNEXURE “B”

(Details of Fixtures and fittings with flooring, sanitary fittings and specifications of Unit)

• FLOORING	• Vitrified Tiles 600mm x 600mm
• DOOR	• Wooden Flush Door
• INTERIOR PLASTER	• Single Coat Mala
• EXTERIOR PLASTER	• Texture Finish Plaster
• INSIDE FINISH	• Putty Finish
• OUTSIDE PAINT	• 100% Acrylic Paint
• ELEVATORS	• Automatic Elevators with Speed of 1 Meter per Second
• SANITARY WARE	• Wall Hung Water Closet • Wall Hung Basin
• TOILET FITTINGS	• Chrome Plated Fittings
• TOILET-FLOORING/DEDO	• Ceramic Tiles up to 7'0 feet in Dado • Ceramic Tiles in Flooring
• ELECTRIC SWITCHES	• ISI Modular Switches
• ELECTRIC WIRES	• ISI Wires
• MCB/ELCB	• ISI Make

SCHEDULE UNDER THE REGISTRATION ACT (32-A)

THE VENDOR

AIRAN CORPORATION

through the hands of its Authorized
Signatory

PURCHASER

In the presence of

1.

2.